

ADMINISTRATIVE PROCEDURES MANUAL:

RENTAL RESIDENTIAL DEVELOPMENT

2021 AFFORDABLE HOUSING OPPORTUNITY & CREATION ORDINANCE



THE CITY OF SANTA ANA

APRIL 19, 2023

TABLE OF CONTENTS

| | | |
|-------------|--|-----------|
| I. | DEFINITION OF TERMS..... | 1 |
| II. | INTRODUCTION | 10 |
| II-A. | SUMMARY OF THE ORDINANCE..... | 10 |
| II-B. | INCLUSIONARY HOUSING REQUIREMENTS | 11 |
| II-C. | CONTINUED AFFORDABILITY..... | 18 |
| II-D. | INCLUSIONARY HOUSING FUND | 19 |
| III. | PROGRAM ADMINISTRATION | 21 |
| III-A. | GENERAL | 21 |
| III-B. | FAIR HOUSING POLICY | 21 |
| III-C. | PRIVACY RIGHTS | 21 |
| III-D. | AUTHORITY | 21 |
| III-E. | ADMINISTRATION FEES..... | 22 |
| IV. | ELIGIBILITY STANDARDS | 23 |
| IV-A. | HOUSEHOLD CHARACTERISTICS..... | 23 |
| IV-B. | INCOME ELIGIBILITY STANDARDS..... | 24 |
| I-B. | HOUSEHOLD INCOME SUBMITTAL REQUIREMENTS | 25 |
| IV-C. | ANNUAL RECERTIFICATIONS | 27 |
| V. | AFFORDABLE RENT CALCULATION METHODOLOGY | 28 |
| V-A. | GENERAL POLICY..... | 28 |
| V-B. | AFFORDABLE RENT CALCULATIONS..... | 28 |
| VI. | COMPLAINTS AND APPEALS | 30 |
| VII. | MONITORING AND ENFORCEMENT | 31 |
| VII-A. | GENERAL POLICY..... | 31 |
| VII-B. | PROGRAM AUDITS | 31 |
| VII-C. | REFERRALS, COMPLAINTS, OR TIPS..... | 31 |
| VII-D. | INTERNAL FILE REVIEW..... | 31 |
| VII-E. | REFERRALS TO THE CITY ATTORNEY | 32 |

ATTACHMENTS

- Attachment A 2021 Affordable Housing Opportunity and Creation Ordinance:
Santa Ana Municipal Code Article XVIII.I of Chapter 41
- Attachment B Inclusionary Housing Plan Application
- Attachment C Annual Tenant Recertification Documents
- Attachment D Annual Rental Recertification Development Compliance Report

I. DEFINITION OF TERMS

The following words, terms and phrases are used in this Administrative Procedures Manual unless the particular context or usage of a word, term or phrase requires another interpretation.

“Adjusted for Household Size Appropriate for the Unit” means a household of one (1) person in the case of a studio unit, two (2) persons in the case of a one-bedroom unit, three (3) persons in the case of a two- bedroom unit, four (4) persons in the case of a three-bedroom unit, five (5) persons in the case of a four- bedroom unit, and six (6) persons in the case of a six-bedroom unit. This household size standard is used in the Affordable Housing Cost calculations. It is neither an occupancy minimum nor a maximum.

“Administrative Procedures Manual” means this Administrative Procedures Manual: Rental Residential Development and attachments that have been prepared by the City for the implementation and administration of Chapter 41. Each Developer of a Rental Residential Development that is subject to the Chapter 41 requirements will be provided with a copy of the Administrative Procedures Manual when an Inclusionary Housing Agreement is executed. In the event the Administrative Procedures Manual is modified prior to the rent of the last Inclusionary Unit in a Rental Residential Development, the modified Administrative Procedures Manual will apply to the rental of the remaining Inclusionary Units.

“Adult” means a person 18 years of age or older.

“Affordable Housing Cost” means the percentages of AMI identified in the following table, as Adjusted for Household Size Appropriate for the Unit, multiplied times 30%:

| Income Category | Percentage of AMI |
|-----------------|-------------------|
| Low Income | 80% |
| Very Low Income | 50% |
| Extremely Low | 30% |

“AMI” means the annual median income for Orange County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, Section 6932, or its

successor provision, or as established by the City in the event that such median income figures are no longer published in the California Code of Regulations.

“Applicant” means a Household that is applying to rent an Inclusionary Unit.

“Base Density” means the maximum number of dwelling units allowed per acre of land within each land use category designated in the General Plan.

“Building Permit” includes full structural building permits as well as partial permits such as foundation only permits.

“Chapter 41” means Chapter 41 of the Santa Ana Municipal Code. Article XVIII.I of Chapter 41 details the requirements imposed by the Ordinance.

“City” means the City of Santa Ana, California.

“City Approvals” are defined as the entitlement approvals for the Rental Residential Development and the Inclusionary Housing Plan that must be approved by the Program Director prior to the issuance of Building Permits for the Rental Residential Development.

“City Council” means the City of Santa Ana City Council.

“Common Ownership or Control” refers to property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member (or family member of such shareholder, partner or member) of the entity owns 10% or more of the interest in the property.

“Contiguous Property” means any parcel of land that is:

1. Touching another parcel at any point; or
2. Separated from another parcel at any point only by a public right-of-way, private street or way, or public or private utility, service or access easement; or
3. Separated from another parcel only by other real property of the Developer which is not subject to the requirements of Chapter 41 at the time the Planning Entitlement application by the Developer.

“Default” means the failure of a Party to perform any action or covenant as defined in the Inclusionary Housing Agreement.

“Density Bonus Units” means dwelling units approved in a Rental Residential Development pursuant to Section 65915 and Section 41-1600 of the Santa Ana Municipal Code that are in excess of the maximum allowable residential density otherwise permitted by the City.

“Developer” means any association, corporation, firm, joint venture, partnership, person, or any entity or combination of entities, which seeks approval for all or part of an Rental Residential Development.

“Development Agreement” means an agreement approved by the City Council between a property owner and the City pursuant to Government Code Section 65864, et seq.

“Discretionary Approval” means any entitlement or approval, including but not limited to a use permit, variance, design approval, and subdivision map.

“Effective Date” means the date on which the Inclusionary Housing Agreement is approved and executed by appropriate authorities of the Developer and the City.

“Eligible Tenant” means a prospective tenant who meets the eligibility criteria set forth in Section IV of this manual.

“Executive Director” is the Executive Director of Community Development for the City. The Executive Director has the ultimate authority to evaluate appeals submitted in relation to this Administrative Procedures Manual.

Extremely Low Income Household refers to households whose incomes meet the standards defined in Title 25 of the California Code of Regulations Section 6932, and by the HSC Section 50106. The maximum household income amount for Very Low Income Households shall be the amount published by HCD as adjusted to reflect the Household size of the tenant in a particular Inclusionary Unit.

“First Approval” means the earlier approval of the Planning Entitlement or the Building Permit to occur with respect to a Rental Residential Development after the effective date of the Ordinance.

“General Plan” means the adopted General Plan for the City of Santa Ana.

“Gross Income” means all income from whatever source from all Adult Household members, which is anticipated to be received during the 12-month period following the date of the determination of Gross Income. The applicable sources of income are defined in California

Code of Regulations Title 25 Housing and Community Development Section 6914. The definition includes the following specific requirements:

1. Except as provided in subdivision (2), all payments from all sources received by the head of Household (even if temporarily absent) and each additional member of the Household who is not a minor shall be included in the annual income of a Household. Gross Income shall include, but not be limited to:
 - a. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses.
 - b. The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business).
 - c. Interest and dividends.
 - d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts (but see subdivision (2)(c)).
 - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
 - f. Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - g. The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - h. The maximum amount which the public assistance agency could in fact allow for the Household for shelter and utilities.

- i. Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- j. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the Household or spouse or domestic partner (but see subdivision (2)(e)).

Where a Household has net assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net Household assets or 10 percent (10%) of the value of all such assets, whichever is greater. For purposes of this definition, net Household's assets means value of equity in real property other than the Household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

- 2. The following items shall not be considered as income:
 - a. Casual, sporadic or irregular gifts.
 - b. Amounts which are specifically for or in reimbursement of the cost of medical expenses.
 - c. Lump-sum additions to Household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
 - d. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income.
 - e. The special pay to a serviceman head of a Household away from home and exposed to hostile fire.
 - f. Relocation payments made pursuant to federal, state, or local relocation law.
 - g. Foster child care payments.

- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible Household.
- i. Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
 - i. National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - ii. National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

“Habitable Area” means the total square footage of the Market Rate Rental Residential Development multiplied times the area within the exterior walls of the residential units. Habitable Area does not include exterior hallways, common areas, landscape, open space or exterior stairways.

“HCD” means the California Department of Housing and Community Development.

“Household” means all the persons who will occupy the Inclusionary Unit as their Primary Residence. A child who is subject to a legally-binding shared-custody agreement, in which the child resides with the Household at least 50% of the time, is counted as a member of the Household. Excluded from the definition of Household are live-in caregivers/caretakers, foster children, unborn children and children being pursued for legal custody or adoption that are not currently living with the Household.

“Housing Cost” means any costs other than rent that are required to be borne by a tenant in an Inclusionary Unit located in a Rental Residential Development. These costs include, but are not limited to, the following:

1. A utility allowance based on the types of interior utilities included in the Inclusionary Units for which payment will be the tenant’s responsibility;

2. Any costs that are imposed on a mandatory basis by the Project Owner on the tenants in the Inclusionary Units; and
3. Any mandatory or optional costs assessed by the Project Owner on the amenities that are included in the project.

“HSC” means the California Health and Safety Code.

“Inclusionary Housing” means the affordable housing development requirements imposed by Chapter 41.

“Inclusionary Housing Administrative Deposit” means the deposit requirement that is imposed by the City on Developers to pay for the costs incurred by City staff and/or consultants to administer the Inclusionary Units in a Rental Residential Development.

“Inclusionary Housing Agreement” means a legally binding agreement between the Developer and the City, in a form and substance satisfactory to the Executive Director and the City Attorney and containing those provisions necessary to ensure that the requirements of Chapter 41 are satisfied, whether through the provision of Inclusionary Units or through an approved alternative method.

“Inclusionary Housing Fund” means the fund created by the City in which all fees are collected in compliance with Chapter 41 shall be deposited.

“Inclusionary Housing Plan” means the plan submitted by the Developer, in a form specified by the Executive Director, detailing how the provisions of Chapter 41 will be implemented for the proposed Rental Residential Development.

“Inclusionary Unit” means a dwelling unit that will be offered for rent at an Affordable Housing Cost, in compliance with Chapter 41.

“In-Lieu Fee” refers to a fee that may be paid by a Developer in specific circumstances in lieu of providing Inclusionary Units within a Rental Residential Development. These circumstances are identified in Section II-B-4. of this Administrative Procedures Manual. The In-Lieu Fee schedule is updated periodically, and is approved by the City Council.

“Low Income Household” refers to Households whose incomes meet the standards defined in Title 25 of the California Code of Regulations Section 6932, and by the HSC Section 50079.5. The maximum household income amount for Low Income Households shall be the amount

published by HCD as adjusted to reflect the Household size of the tenant of a particular Inclusionary Unit.

“Market Rate Rental Residential Development” means the Rental Residential Development that triggered the Inclusionary Housing obligation.

“Market Rate Unit” means a new dwelling unit in a Rental Residential Development that is not an Inclusionary Unit that is subject to the recorded affordability restrictions imposed by Chapter 41 and any adopted Administrative Procedures Manual.

“Ordinance” means the 2021 Affordable Housing Opportunity and Creation Ordinance adopted by the City Council on April 19, 2022 as Ordinance No. NS-3019. The Ordinance is codified in Article XVIII.I of Chapter 41.

“Party and Parties” means the City and the Developer as parties to the agreements required to implement the activities required by Chapter 41.

“Planning Entitlement” means any discretionary approval of a Rental Residential Development including, but not limited to, a general or specific plan adoption or amendment, rezoning, tentative map, parcel map, conditional use permit, variances, design review, or coastal development permit.

“Primary Residence” is defined as the principal place of residence of the tenant, and the only home that is occupied by the tenant.

“Program Director” has day-to-day authority for making determinations related to the requirements imposed by Chapter 41 and this Administrative Procedures Manual. The Program Director will be appointed by the Executive Director.

“Project Owner” means the owner of the Rental Residential Project.

“Regulatory Agreement” means an agreement between the City or the Santa Ana Community Development Agreement by which the Developer covenants to rent the Inclusionary Units at the Affordable Housing Cost over a 55-year term.

“Rehabilitated Units/Rehabilitation” means the improvement of a unit in substandard condition to a decent, safe and sanitary level. Units are in substandard condition when, while they may be structurally sound, they do not provide safe and adequate shelter, and in their present condition endanger the health, safety, or wellbeing of the occupants.

“Rental Residential Development” means any residential development that creates five or more dwelling units that cannot be lawfully sold individually in conformance with the Subdivision Map Act.

“Section 65915” means the density bonus provided by the State of California under California Government Code Section 65915-et seq. and codified in Section 41-1600 of the Santa Ana Municipal Code.

“Skilled and Trained Workforce” is based on the definition provided in Public Contract Code Section 2601.

“Target Area” means that area designated by the City from time to time, on an as-needed basis, as a priority area for rehabilitation due to health and safety concerns.

Very Low Income Household refers to households whose incomes meet the standards defined in Title 25 of the California Code of Regulations Section 6932, and by the HSC Section 50105. The maximum household income amount for Very Low Income Households shall be the amount published by HCD as adjusted to reflect the Household size of the tenant in a particular Inclusionary Unit.

II. INTRODUCTION

This Administrative Procedures Manual describes the affordable housing requirements imposed by the Ordinance on Rental Residential Developments. The Ordinance is presented in Attachment A to this Administrative Procedures Manual.

II-A. Summary of the Ordinance

A-1. APPLICABILITY

The Ordinance requirements apply to any Rental Residential Development that meets one or all of the following applicability standards:

1. A change in use to allow for residential development or that exceeds the General Plan or zoning prescribed densities or percentages of residential development of the subject property at the time of application.
2. Implementation of the permitted residential density or percentage of residential development allowed as a result of City initiated zone changes or City initiated General Plan amendments after November 28, 2011.
3. Increase of the permitted percentage of residential development allowed for a mixed-use development above the percentage permitted under the zoning classification at the time of application.
4. Development of new residential uses or increase of the permitted residential density or percentage of residential development within an overlay zone approved pursuant to Chapter 41.
5. Conversion of rental units to condominium ownership.

A-2. EXEMPTIONS

Section 41-1903 exempts the following Rental Residential Developments from Inclusionary Housing requirements:

1. Projects with four or fewer units.

2. Projects developed under the auspices of a Development Agreement that expressly provides for one of the following:
 - a. An exemption from the Ordinance requirements; or
 - b. A requirement for a different number of Inclusionary Units; or
 - c. The use of a different specified method for determining the In-Lieu Fee provisions of the Ordinance.
3. Projects that are subject to an approved regulatory agreement, provided that the regulatory agreement is effective at the time the Rental Residential Development would otherwise be required to comply with the Ordinance requirements. This may include projects that have obtained a Section 65915 density bonus.
4. Adaptive reuse projects that fulfill the requirements imposed by Chapter 41, Article XVI.II.
5. Development projects approved under the provisions of Ordinance No. NS-2994, that received entitlement approvals by City Council action prior to November 16, 2021. However, the vested rights shall terminate if any or all of the entitlement approvals become invalid or have expired. A list of the pertinent projects is attached to the Ordinance as Exhibit A.

II-B. Inclusionary Housing Requirements

B-1. INCLUSIONARY HOUSING PRODUCTION REQUIREMENTS

The Ordinance provides the three different income and affordability mix alternatives from which the Developer of a Rental Residential Development must choose.¹ The Inclusionary Housing obligation is measured as a percentage of the number of the units allowed to be developed under a site's Base Density standards:

¹ If the required number of Inclusionary Units results in a fraction, then the developer may choose to provide an additional Inclusionary Unit or to pay an In-Lieu Fee to the Inclusionary Housing Fund.

| Income Category | Gross Household Income Standard | Inclusionary Housing Percentage |
|-----------------|---------------------------------|---------------------------------|
| Low Income | HSC 50079.5 | 15% |
| Very Low Income | HSC 50105 | 10% |
| Extremely Low | HSC 50106 | 5% |

Section 41-1904 provides for this requirement to be fulfilled in one of the following ways:

1. The Inclusionary Units may be constructed on site within the Market Rate Rental Residential Development.
2. The Inclusionary Units may be newly constructed in an off-site location.
3. The Inclusionary Requirement can be fulfilled with Rehabilitated Units.
4. A fee can be paid in lieu of producing any Inclusionary Units.

B-2. INCLUSIONARY HOUSING PLAN

Developers of Ownership Housing Developments subject to the Ordinance must prepare an Inclusionary Housing Plan that demonstrates how the Rental Residential Development will comply with the pertinent Inclusionary Housing obligations:

1. The Inclusionary Housing Plan must be submitted to the Executive Director for approval prior to the award of Discretionary Approvals for the proposed Rental Residential Development; and
2. The requirements identified in the Inclusionary Housing Plan must be fulfilled before the City will issue a certificate of occupancy for the Rental Residential Development.

Contiguous Property Under Common Ownership or Control

A Developer shall not avoid Inclusionary Housing requirements by submitting piecemeal Planning Entitlement applications. When applying for First Approval, the Developer must identify all Contiguous Property under Common Ownership or Control. The following process will be applied to these types of properties:

1. The Developer is required to include the Contiguous Property Under Common Ownership or Control in its Inclusionary Housing Plan.
2. An Inclusionary Housing Agreement will be recorded on legal title to the Rental Residential Development and the Contiguous Property Under Common Ownership or Control.
3. Once the Planning Entitlement applications are submitted for a total of 10 or more residential units, the Inclusionary Housing requirements will be triggered.

Section 65915 Density Bonus

A Developer that is providing all the required Inclusionary Units on site within the Rental Residential Development, which wishes to apply for a Section 65915 Density Bonus, may do so concurrently with the submittal of the Inclusionary Housing Plan for the project. The Section 65915 Density Bonus application must identify and describe any of the following, as pertinent:

1. The requested increase in density;
2. Any development standards waivers;
3. The number and type of incentives or concessions; and
4. Any modification to the parking requirements imposed by the Santa Ana Municipal Code.

B-3. INCLUSIONARY HOUSING STANDARDS

On-Site Development of Inclusionary Units

Section 41-1906 imposes the following development standards on the on-site development of the required Inclusionary Units within an Rental Residential Development:

1. All Inclusionary Units are required to be:
 - a. Reasonably dispersed throughout the Rental Residential Development;
 - b. Proportional, in number of bedrooms, Habitable Area, and location, to the Market Rate Units;

- c. Comparable to the Market Rate Units included in the Rental Residential Development in terms of design, materials, finished quality, and appearance; and
 - d. Be provided with the same access as the Market Rate Units to common areas, recreational facilities, parking, storage and any other amenities located within the Rental Residential Development:
 - i. Any amenities that are provided at no cost to the tenants in the Market Rate Units must also be provided at no cost to the tenants in the Inclusionary Units.
 - ii. Any costs that are required to be incurred to secure use of the amenities within the Rental Residential Development must be factored into the Housing Cost calculations for the Inclusionary Units.
2. All Inclusionary Units in an Rental Residential Development must be constructed concurrently or prior to the construction of the Market Rate Units. For phased projects, a proportional share of the required Inclusionary Units are required to be provided within each phase of the Rental Residential Development.

B-4. ALTERNATIVE COMPLIANCE OPTIONS

The alternative Inclusionary Housing compliance options identified in Section 41-1904 can be described as follows.

Off-Site Development of Inclusionary Units

Section 41-1904 (b) imposes the following requirements on the Inclusionary Units proposed to be newly constructed in an off-site location:

1. The Inclusionary Units must be constructed within the Santa Ana city limits.
2. The Inclusionary Units must include at least the same total Habitable Area as would be required if the requirement was fulfilled on-site within the Market Rate Rental Residential Development.
3. The number of Inclusionary Units and the bedroom mix can vary from the characteristics of the on-site development requirements. Proposed variations are subject to approval

by the City's review authority, consistent with the type of affordable housing needed at the time of the review.

Provision of Rehabilitated Units

The Developer may satisfy the Inclusionary Housing requirements by substantially rehabilitating existing housing units located within the Santa Ana city limits. The requirements imposed by Section 41-1904 (b) vary by location as follows:

1. Rehabilitated Units located outside of a Target Area must fulfill the Inclusionary Housing obligation at a rate of 1-1/2 habitable square feet of area per each one square foot of habitable square foot of area required by the Rental Residential Development's Inclusionary Unit obligation.
2. Rehabilitated Units located within a Target Area can fulfill the Inclusionary Housing obligation at a rate of one square foot of Habitable Area per each required habitable square foot of Habitable Area required by the Rental Residential Development's Inclusionary Unit obligation.

In-Lieu Fee Payment

Section 41-1904 (c) provides an In-Lieu Fee payment option to all Rental Residential Developments that are subject to an Inclusionary Housing obligation. The following basic requirements apply:

1. If the In-Lieu Fee payment option is selected, the Developer cannot apply for a Section 65915 Density Bonus for the Rental Residential Development that triggered the Inclusionary Housing requirement.
2. If the In-Lieu Fee payment option is selected, 100% of the In-Lieu Fee obligation must be paid in full prior to the issuance of the first Building Permit for the Market Rate Rental Residential Development. However, for phased projects, a proportional share of the required In-Lieu Fee payment is required to be paid within each phase of the Rental Residential Development.

The In-Lieu Fee payments are established based on the following criteria:

1. The City Council has established In-Lieu Fee schedules fees that will be applied to Rental Residential Developments that are subject to Inclusionary Housing requirements. The fees will be updated periodically, as required.
2. The In-Lieu Fee payment requirements vary as function of the number of units included in the proposed Market Rate Rental Residential Development. The differences are detailed in the following sections of this Administrative Procedures Manual.

Market Rate Rental Residential Developments with Five to 19 Units

The In-Lieu Fee for Market Rate Rental Residential Developments with between five and 19 units is calculated using the schedule presented in the following table multiplied times the sum total of the Habitable Area within the Market Rate Rental Residential Development.

| In-Lieu Fee Schedule Rental Residential Developments Five to 19 Unit Projects | |
|---|--|
| Units / Lots | In-Lieu Fee Per Square Foot of Habitable Area |
| 5-9 | \$6.00 |
| 10-14 | \$9.00 |
| 15-19 | \$12.00 |

Market Rate Rental Residential Developments with 20 or More Units

The In-Lieu Fee for Market Rate Rental Residential Developments with 20 or more units is set at \$15 per square foot of the Habitable Area within the Market Rate Rental Residential Development. In addition, Developers that opt to pay the In-Lieu Fee for projects with 20 or more units are subject to the following labor hiring standards:

1. Between November 16, 2021 and December 31, 2025, the Developer of a Market Rate Rental Residential Development, which consists of 20 or more units, will not be required to hire a Skilled and Trained Workforce to construct the project. However, the dollar

amount of the In-Lieu Fee obligation will be reduced as follows if the Developer agrees to comply with the standards presented in the following table:

| In-Lieu Fee Schedule Rental Residential Developments Five to 19 Unit Projects | |
|--|---|
| Use of a Skilled and Trained Workforce | In-Lieu Fee Per Square Foot of Habitable Area |
| 30% of Workforce Utilizing Two or More Construction Trades | \$10.00 |
| 60% of Workforce Utilizing Three or More Construction Trades | \$5.00 |
| A minimum of 20% of the above work hours shall be performed in accordance with local hire policies approved by the City Council. | |

- From January 1, 2026 forward, at least 30% of the project must be constructed by a Skilled and Trained Workforce, and at least 35% of the Skilled and Trained employees must meet the qualification standards imposed by local hire policies adopted by the City Council. However, the In-Lieu will be reduced from \$15 per square foot of Habitable Area, as follows if the Developer commits to the following labor standards:

| In-Lieu Fee Schedule Rental Residential Developments 20+ Units | |
|--|---|
| Use of a Skilled and Trained Workforce | In-Lieu Fee Per Square Foot of Habitable Area |
| 60% of Workforce | \$10.00 |
| 90% of Workforce | \$5.00 |
| A minimum of 35% of the above work hours shall be performed in accordance with local hire policies approved by the City Council. | |

B-5. INCENTIVES

Section 41-1904.1 defines development incentives that will be provided Rental Residential Developments that fulfill the Inclusionary Housing requirements by constructing affordable units on-site within the Market Rate Rental Residential Development, or in an off-site location.² The base incentive package allows a Developer to receive two concessions among the following available concessions:

1. Parking standards:
 - a. Studio and one-bedroom units: One on-site space
 - b. Two- and three-bedroom units: Two on-site spaces
 - c. Four or more bedroom units: Two and one-half spaces
2. One of the following Zoning Code Standard Concessions:
 - a. Up to a 25% reduction in the setback requirement imposed on the proposed Rental Residential Development; or
 - b. A height increase of up to an additional feet about the height limit imposed on the development site.

The Developer can receive an additional incentive from the preceding list in return for providing a community benefit such as park improvements, urban community gardens, developer funded down payment assistance, or subsidy of services, activities, or programs.

II-C. Continued Affordability

Section 41.1906 (e) describes the income and affordability covenants that will be imposed on the Inclusionary Units in Rental Residential Developments. These requirements can be summarized as follows:

² Development incentives are not available to Rental Residential Developments in which the Developer chooses to pay a fee in lieu of producing Inclusionary Units.

1. The income and affordability covenants will remain in place for a minimum of 55 years following the issuance date of a tentative or final Certificate of Occupancy for an Inclusionary Unit.
2. The City Attorney will cause to have prepared the covenants and agreements required to secure the continued compliance with the income and affordability restrictions being imposed on the Inclusionary Units.
3. A tenant must agree to occupy the Inclusionary Unit as their Primary Residence.

II-D. Inclusionary Housing Fund

In accordance with Section 41-1909, all In-Lieu Fees and other funds collected under the auspices of the Chapter 41 Inclusionary Housing requirements must be deposited into the Inclusionary Housing Fund. The Inclusionary Housing Fund shall be administered by the Executive Director, or their designee.

Monies deposited into the Inclusionary Housing Fund may only be used for the following purposes:

1. To increase and improve the supply of affordable housing as specified in the City's affordable housing funds policies and procedures, the Housing Element, the Consolidated Plan, or plans subsequently adopted by the City Council;
2. To pay for one-time programs for code enforcement, quality of life, and general health and safety activities; and
3. Activities associated with administering and enforcing the requirements imposed by the Ordinance.

The following obligations are imposed on Developers that receive monies from the Inclusionary Housing Fund:

1. Resident Selection:
 - a. The Developer must implement a local preference in the resident selection criteria and marketing policies that meet guidelines established by the Executive Director.

- b. The Developer's marketing plan must comply with all applicable fair housing laws. Specifically, the Developer shall not discriminate on account of race, color, sex, religion, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability.
- 2. The Developer, and their contractors and subcontractors, are encouraged to negotiate in good faith to provide the City with the following enforceable commitments:
 - a. A minimum of 30% of the labor, using two or more construction trades, will be performed by a Skilled and Trained Labor Force; and
 - b. A minimum of 35% of this work performed in accordance with local hire policies approved by the City Council.

III. PROGRAM ADMINISTRATION

III-A. General

The Program Director has the day-to-day responsibilities related to administering the requirements imposed by the Ordinance. Specific activities performed by the Program Director are:

1. Causing the Affordable Rent to be calculated once per year;
2. Monitoring the Property Owner's compliance with the Ordinance requirements; and
3. Responding to appeals and complaints submitted by Developers and tenants.

III-B. Fair Housing Policy

It is the City's policy to comply fully with all federal, state, and local non-discrimination laws. Specifically, the City shall not discriminate on account of race, color, sex, religion, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap, or disability.

III-C. Privacy Rights

Requests for the City to release information involving a prospective Applicant must be accompanied by a written release request and/or a court order unless disclosure is authorized under federal or state law.

All eligibility applications are held in strict confidence and are not considered public records (HSC Section 34332).

III-D. Authority

The Executive Director is authorized to sign all documents requiring approvals related to the Rental Residential Development and any non-substantial changes to the Administrative Procedure Manual.

III-E. Administration Fees

By resolution, the City Council will establish reasonable fees and deposits for the administration of the Ordinance requirements. These fees include an annual monitoring fee and an Inclusionary Housing Plan submittal Fee.

IV. ELIGIBILITY STANDARDS

The Project Owner must compile sufficient information to demonstrate that an Applicant is eligible to rent an Inclusionary Unit in a Rental Residential Development. Applicants that are unable to provide satisfactory evidence of Household composition, income, assets, or other qualifying criteria will not be allowed to rent an Inclusionary Unit. Applicants who are determined not to meet the qualifications to be an Eligible Tenant must wait a period of at least one year prior to submitting a new application to rent an Inclusionary Unit.

IV-A. Household Characteristics

A-1. HOUSEHOLD AND UNIT SIZE COMPATIBILITY

The size of a prospective Homebuyer's Household must be compatible with the size of the Inclusionary Unit to be purchased. The minimum and maximum number of occupants are set as follows:

| Number of Bedrooms in the Inclusionary Unit | Minimum Number of Occupants | Maximum Number of Occupants |
|---|-----------------------------|-----------------------------|
| 0 | 1 | 2 |
| 1 | 1 | 4 |
| 2 | 2 | 6 |
| 3 | 3 | 8 |

A-2. HOUSEHOLD COMPOSITION

The Household composition may not be altered after an Applicant is approved as an Eligible Tenant. If an Applicant wishes to change the Household composition after being approved as an Eligible Tenant, the Applicant must restart the approval process from the beginning.

A-3. HOUSEHOLD COMPOSITION SUBMITTAL REQUIREMENTS

For all Adult Household members, the City will require a photocopy of a driver license or California photo identification. For minors, the City will require a copy of the birth certificate. If the birth certificate for a minor is not available, the City may accept the following: adoption

papers, custody agreement, court-ordered assignment, or verification from a social services agency.

School Registration Documents

Adult Household members who are dependents of the Applicant and who are full-time students will be required to provide copies of school transcripts or registration verification showing current full-time student status.

Verification of Divorce or Separation Status

Divorced or legally separated Household members must provide a copy of the divorce decree or legal separation document signed by a court officer. Married, but separated, couples must demonstrate at least one full year of complete financial and residential separation at time of application to be considered separated for purposes of determining eligibility.

Joint Custody of Children

Applicants with joint custody of children must have custodial parent rights defined in a divorce decree for a child to be considered part of the Household. This rule shall not be interpreted as disallowing children from living with parents with less than 50% custody rights; it is solely intended to be applied when determining Household size for program eligibility.

IV-B. Income Eligibility Standards

A-2. GROSS INCOME

The City will consider Gross Income for all Adult Household members when determining applicant eligibility. In the event an applicant uses a co-signer on an apartment lease, the Gross Income of the co-signer will be considered part of the Household's Gross income. The funds included in Gross Income are detailed in the definitions section of this manual.

A-3. MAXIMUM INCOME

The Inclusionary Units in Rental Residential Developments are designated for Very Low Income Households. The maximum allowable Gross Income is determined on the basis of the Applicant's actual Household size. The income information will be updated annually following publication of the State Income Limits by HCD.

The City will consider Gross Income for all Adult Household members when determining an Applicant's eligibility. The funds included in Gross Income are detailed in the definitions section of this manual and in the Attachment C -2 Annual Tenant Income Verification Form.

I-B. Household Income Submittal Requirements

Applicants wishing to rent an Inclusionary Unit must submit the following financial information to the Project Owner as part of the evaluation process:

B-1. INCOME TAX RETURNS

All Adult Household members will be required to provide signed copies of their most recent federal income tax return. This return must include all schedules and attachments. Applicants unable to provide copies of a federal income tax return will be required to obtain a tax history printout from the Internal Revenue Service. Applicants may be requested to sign an authorization for release of information to the City from the Internal Revenue Service for further verification of income. Referrals to the Internal Revenue Service may be made for confirmation of the income statement on a case-by-case basis.

Income tax returns shall be used by the City to verify the following: residency history, family composition, income history (including amounts and types of income), and real estate ownership.

B-2. INCOME VERIFICATION

Employment Income

In the order of preference, the following employment income verification sources will be considered acceptable. The documentation must specify the amount and type of pay (i.e. wages, overtime wages, commissions, and bonuses), frequency of pay, and year to date earnings:

1. Check stubs or earning statements showing employee's gross pay per pay period and frequency of pay. The check stubs should include the year-end statement for the last full year of employment, and the most recent four pay periods; or
2. Letter from the Applicant's employer on company letterhead and signed by an authorized company representative.

3. Future income related to overtime, commissions and bonuses can be difficult to accurately predict. If necessary, these forms of income may be estimated based on historical amounts.

Income from a Business

Net income from a business owned in part or full by an Applicant will be considered when determining income eligibility. Net income is defined as business receipts or sales less cash expenses that are essential for the operation of the business. To estimate current net business income, the City will require the following documentation:

1. The most recent two federal income tax returns for the business; and
2. Two full years of business and personal checking, savings, and other investment account statements for all business owners/partners.

No Income Certification

Adult stay-at-home spouses, domestic partners and dependents that are reporting that they do not receive any type of income must fill out an affidavit certifying this fact. The affidavit form is provided in Attachment C - 3 to this manual.

Social Security, Pensions, Supplementary Security Income (SSI), Welfare, Disability Income

Applicants must submit a copy of their most recent award or benefit notification letter prepared and signed by the authorizing agency. At the Executive Director's sole discretion, checks or bank deposit slips that show only net amounts remaining after deductions for SSI or Medicare may be accepted when award letters cannot be obtained.

Alimony or Child Support

Verification of alimony or child support income will be considered acceptable in the order listed:

1. Copy of a separation of settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support attesting to the amount and terms of support payments.

B-1. CHECKING, SAVINGS, AND INVESTMENT ACCOUNT STATEMENTS

Applicants must submit copies of the three most recent months of statements for all accounts, including checking, savings, or other investment accounts owned in part or full by all Adult Household members. These statements must identify current period and year-to-date income earned on each account through interest and/or dividends.

B-2. OCCUPANCY REQUIREMENTS

Applicants must certify that the Inclusionary Unit will be the Household's Primary Residence, and that it will not be used for any another purpose. This requires the Applicant to agree to adhere to the following requirements:

1. The Household must reside in the Inclusionary Unit for at least 10 out of every 12 months.
2. The Applicant must agree that no part of the Inclusionary Unit will be rented or subleased at any time to any person or persons who are not approved members of the Household.

IV-C. Annual Recertifications

Once per year, over the life of the income and affordability covenant period, the Project Owner or property manager must recertify the Gross Income for each Household that resides in an Inclusionary Unit. The Project Owner or property manager must establish an annual recertification schedule and perform the recertifications for all of the Inclusionary Units at the same time.

Each Household residing in an Inclusionary Unit must provide the appropriate documentation to certify their Gross Income. Any alteration to the Household's composition must be disclosed during the annual recertification process.

V. AFFORDABLE RENT CALCULATION METHODOLOGY

V-A. General Policy

The maximum Affordable Rents for the Inclusionary Units are calculated based on the standards imposed by the Ordinance. The calculations must be prepared by the Project Owner or property manager each year and then validated by the Program Director.

The following sections of this manual illustrate the Affordable Rent calculation methodology, which is based on identified variables. As these variables change, the Affordable Rent can increase or decrease.

V-B. Affordable Rent Calculations

B-1. HOUSEHOLD SIZE

The household income applied in the Affordable Housing Cost calculation is set based on the Household Size Appropriate for the Unit. This does not represent an occupancy cap or a floor; it is simply a benchmark used to create a consistent methodology for calculating the Affordable Housing Cost.³

B-2. HOUSEHOLD INCOME

Section 41-1901 sets the household income used to calculate the Affordable Housing Cost at the following percentages of AMI:

| Income Category | Percentage of AMI |
|-----------------|-------------------|
| Low Income | 80% |
| Very Low Income | 50% |
| Extremely Low | 30% |

³ As defined, the Household Size Appropriate for the Unit is equal to the number of bedrooms in the Inclusionary Unit plus one. For example, this equates to a benchmark of three persons for a two-bedroom Inclusionary Unit.

B-3. INCOME ALLOCATED TO HOUSING RELATED EXPENSES

Section 41-1901 allocates 30% of the household income identified in “B-2” to housing related expenses.

B-4. HOUSING RELATED EXPENSES

Housing Related Expenses are comprised of any costs other than rent that are required to be borne by a tenant in an Inclusionary Unit located in a Rental Residential Development. These costs include, but are not limited to, the following:

1. A utility allowance based on the types of interior utilities included in the Inclusionary Units for which payment will be the tenant’s responsibility. The County of Housing Authority annually publishes the utility allowances that must be applied to Inclusionary Units in a Rental Residential Development.
2. Any costs that are imposed on a mandatory basis by the Project Owner on the tenants in the Inclusionary Units.
3. Any mandatory or optional costs assessed by the Project Owner on the amenities that are included in the project.

B-5. AFFORDABLE RENT

The Affordable Rent is equal to the Affordable Housing Cost minus the Housing Related Expenses for an Inclusionary Unit located in a Rental Residential Development.

VI. COMPLAINTS AND APPEALS

Complaints concerning the Ordinance should be made in writing and addressed to the Program Director. Complaints will be accepted only if they are in writing and are received within 30 days from the event giving rise to the complaint. In an attempt to resolve the matter, the Program Director shall contact the complainant. If the complaint involves, pertains or relates to the Inclusionary Unit, or the prescreening and/or loan qualification process and procedures of the Developer, the Program Director shall contact the Developer prior to responding to the complainant. A written response from the Program Director will be made to the complainant and Developer within 10 business days of contacting the last person(s) required to be notified and contacted concerning the complaint.

If a complainant is not satisfied with the written response, a request for an appeal may be filed with the Executive Director. The written request must set forth the reasons for the appeal, and must be received by the Executive Director within 15 days from the date of the Program Director's written response. In the event the request does not meet these requirements, the complainant will be notified that the request is denied; otherwise, the complainant will be invited to meet with the Executive Director to allow the complainant to advocate his/her position and to resolve the matter. If the appeal of the Program Director's response involves, pertains or relates to the Inclusionary Unit, or the prescreening and/or loan qualification process and procedures of the Developer, the Developer shall be notified in advance of the meeting with the Executive Director, and shall have the right to appear at the meeting and respond any claims or allegations concerning Developer's practices and procedures. The Executive Director's response will be made in writing and served on the complainant and Developer within 10 business days following the meeting.

Any decisions or responses made by the Program Director and/or the Executive Director to a complaint shall be supported by reasonable inferences of admissible facts and shall be consistent and compliant with the provisions of the Ordinance, Inclusionary Housing Agreement, Regulatory Agreement and the Administrative Procedures Manual.

VII. MONITORING AND ENFORCEMENT

VII-A. General Policy

At the time of initial occupancy, and annually thereafter, the Program Director will review the income certifications submitted for the tenants and the rents being charged for the Inclusionary Units to ensure that they comply with the standards identified in the Administrative Procedures Manual. The City is committed to assuring that its affordable housing resources reach only Eligible Tenants so that program integrity can be maintained. Project Owners are required to cooperate with the City by promptly providing all information requested by the Program Director in monitoring compliance with the Administrative Procedures Manual.

VII-B. Program Audits

City staff will maintain a high level of awareness to indicators of possible abuse and fraud by Project Owners and Households residing in Inclusionary Units. The City will conduct periodic random quality control audits of Inclusionary Units to assure compliance with the requirements detailed in the Administrative Procedures Manual. Such audits may include verification of continued occupancy in Inclusionary Units by Eligible Tenants; compliance with the income and affordability covenants; and physical inspections of the Rental Residential Development.

VII-C. Referrals, Complaints, or Tips

The Program Director will follow up on referrals from other agencies, companies, or individuals that are received by email, facsimile, mail, telephone, or in person, which allege that a Project Owner or tenant in an Inclusionary Unit is non-compliant or otherwise violating the Administrative Procedures Manual guidelines.

Follow ups to referrals will only be made if the referral contains at least one item of information that is independently verifiable. A copy of the written allegation or a summary of the verbal allegation will be placed in the Project Owner's file.

VII-D. Internal File Review

The Program Director will investigate instances where it discovers, as a result of administering the program, information or facts that conflict with previous file data or any knowledge of the Project Owner or tenant, or are in any way discrepant with statements made by the Project Owner or tenant.

VII-E. Referrals to the City Attorney

In the event of a breach or potential breach of the requirements imposed by the Ordinance and the Administrative Procedures Manual, the City may institute legal action to enforce compliance with the requirements, and to enjoin any actions by Project Owners that violate the requirements. The City's legal remedies may additionally include the following:

1. Actions to disapprove, revoke or suspend any permit, including a Building Permit, Certificate of Occupancy or other Discretionary Approval;
2. Injunctive relief and damages;
3. Civil citations with monetary penalties for violations; and
4. Recovering any excess rent that a tenant in an Inclusionary Unit may have paid to a Project Owner.

ATTACHMENT A

2021 AFFORDABLE HOUSING OPPORTUNITY AND CREATION ORDINANCE SANTA ANA MUNICIPAL CODE ARTICLE XVIII.I OF CHAPTER 41: INCLUSIONARY HOUSING

ORDINANCE NO. NS-3019

ZONING ORDINANCE AMENDMENT NO. 2021-03 AN
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SANTA ANA REPEALING AND REENACTING IN ITS
ENTIRETY ARTICLE XVIII.I. OF CHAPTER 41 OF THE
SANTA ANA MUNICIPAL CODE REGARDING THE
HOUSING OPPORTUNITY ORDINANCE

THE CITY COUNCIL OF THE CITY OF SANTA ANA HEREBY ORDAINS AS
FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines,
and declares as follows:

- A. On November 28, 2011, the Santa Ana City Council adopted Ordinance No. NS-2825, known as the Housing Opportunity Ordinance and appearing as "Article XVIII.I. – Housing Opportunity Ordinance" ("Housing Opportunity Ordinance") of Chapter 41 of the Santa Ana Municipal Code. The Housing Opportunity Ordinance was adopted to implement the City's Housing Element Goal of providing affordable housing within the City.
- B. On September 1, 2015, the City Council adopted Ordinance No. NS-2881, which amended the Housing Opportunity Ordinance in various respects, including applicability, options to satisfy inclusionary requirements, and calculation of the in-lieu housing fee. These amendments were intended to make the inclusionary housing requirements more predictable for housing developers and to incentivize the production of more affordable housing.
- C. In response to impacts of the COVID-19 pandemic on the development and construction of housing in the City, including the reduction of housing starts, the City Council adopted Ordinance No. NS-2994 on September 1, 2020. Ordinance No. NS-2994 further amended the Housing Opportunity Ordinance to lower the in-lieu housing fee for all projects from \$15 to \$5 per square foot, adjust the trigger of the ordinance, and expand the eligible uses of in-lieu fees collected by the City.
- D. On March 2, 2021, at the direction of the City Council, an Ad Hoc Committee for Housing was formed. The Ad Hoc Committee reviewed the Housing Opportunity Ordinance and recommended certain changes. The Ad Hoc Committee's recommendations were presented and discussed at the City Council Meeting on July 6, 2021.
- E. On July 26, 2021, the City Council conducted a work-study session to further evaluate the Committee's recommendations and to receive input from key stakeholders and members of the public. The City Council provided direction

to staff to prepare amendments to the Housing Opportunity Ordinance concerning the applicability and triggers for the ordinance, adjustments to the in-lieu fee calculation, set-aside units, and options for satisfaction of inclusionary requirements.

- F. On September 7, 2021, the City Council further considered this matter and provided additional direction to staff regarding proposed amendments to the Housing Opportunity Ordinance.
- G. At the City Council meeting of October 5, 2021, staff received direction to initiate the adoption hearing in order for the City Council to consider the changes recommended by the Housing Ad Hoc Committee.
- H. On October 25, 2021, the Planning Commission held a duly noticed public hearing on the proposed amendments and considered the staff report, recommendations by staff, and public testimony concerning the proposed Ordinance. The Planning Commission recommended that the City Council adopt the proposed Ordinance.
- I. The Request for City Council Action for this Ordinance dated November 16 and December 7, 2021 and duly signed by the Executive Director of the Planning and Building Agency shall, by this reference, be incorporated herein, and together with this ordinance, any amendments or supplements, and oral testimony, constitute the necessary findings for this ordinance.

Section 2. The City Council finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, as there is no possibility it will have a significant effect on the environment and it is not a "project", as defined in Section 15378 of the CEQA Guidelines. Furthermore, the proposed Ordinance falls within the "common sense" CEQA exemption set forth in CEQA Guidelines Section 15061(b)(3), excluding projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Adoption of this Ordinance will not have a significant effect on the environment because the proposed changes will only modernize, update, and clarify existing affordable and inclusionary housing requirements responding to the current economic and housing trends in the City and will not cause a physical change in the environment.

Section 3. Article XVIII.I of Chapter 41 of the Santa Ana Municipal Code is hereby repealed in its entirety.

Section 4. Article XVIII.I. of Chapter 41 of the Santa Ana Municipal Code is hereby reenacted and amended to read in its entirety as follows:

ARTICLE XVIII.I. - 2021 AFFORDABLE HOUSING OPPORTUNITY AND CREATION ORDINANCE

Sec. 41-1900. Purpose.

This article establishes standards and procedures to encourage the development of housing that is affordable to a range of households with varying income levels. The purpose of this article is to encourage the development and availability of affordable housing by requiring the inclusion of affordable housing units within new developments when the number of units exceed the densities permitted under the general plan, zoning classification, or the conversion of rental units to condominium ownership.

Sec. 41-1901. Definitions.

As used in this article, the following terms shall have the following meanings:

Adjusted for household size appropriate for the unit means a household of one person in the case of a studio unit, two (2) persons in the case of a one-bedroom unit, three (3) persons in the case of a two-bedroom unit, four (4) persons in the case of a three-bedroom unit, and five (5) persons in the case of a four-bedroom unit.

Administrative procedures means those regulations promulgated by the executive director pursuant to section 41-1910 of this article.

Affordable housing cost means the total housing costs paid by a qualifying household, which shall not exceed the fraction of gross income specified, as follows:

Extremely low-income households. Thirty (30) percent of the income of a household earning thirty (30) percent of the Orange County median income adjusted for family size appropriate for the unit.

Very low-income households. Thirty (30) percent of the income of a household earning fifty (50) percent of the Orange County median income adjusted for family size appropriate for the unit.

Low-income households. Thirty (30) percent of the income of a household earning eighty (80) percent of the Orange County median income for family size appropriate for the unit.

Moderate-income households. Thirty (30) percent of the income of a household earning one hundred twenty (120) percent of the Orange County median income adjusted for family size appropriate for the unit.

The qualifying limits for extremely low-income, very low-income, low-income and moderate-income households are established and amended annually pursuant to Section 8 of the United States Housing Act of 1937. The limits are published by the Secretary of Housing and Urban Development.

Base Density means the maximum number of dwelling units allowed per acre of land within each land use category designated in the General Plan.

Developer means any association, corporation, firm, joint venture, partnership, person, or any entity or combination of entities, which seeks city approval for all or part of a residential project.

Development agreement means an agreement approved by the city council between a property owner and the city pursuant to Government Code section 65864, et seq.

Executive director means the executive director of community development for the city.

General plan means the adopted general plan for the City of Santa Ana.

Inclusionary housing agreement means a legally binding agreement between the developer and the city, in a form and substance satisfactory to the executive director and the city attorney, and containing those provisions necessary to ensure that the requirements of this article are satisfied, whether through the provision of inclusionary units or through an approved alternative method.

Inclusionary housing fund means the fund created by the city in which all fees collected in compliance with this article shall be deposited.

Inclusionary housing plan means the plan submitted by the developer, in a form specified by the executive director, detailing how the provisions of this article will be implemented for the proposed residential project.

Inclusionary unit means a dwelling unit that will be offered for sale or rent to extremely low, very low, low, or moderate-income households, at an affordable housing cost, in compliance with this article.

Low-income units, very low-income units, and extremely low-income units means inclusionary units restricted to occupancy by low, very low, and extremely low-income households, respectively, at an affordable housing cost.

Market rate units means dwelling units in a residential project that are not inclusionary units.

Moderate-income units means inclusionary units restricted to occupancy by moderate-income households at an affordable housing cost.

Regulatory agreement means an agreement entered into between the City of Santa Ana or the Santa Ana Community Development Agency and a developer by which the developer covenants to keep certain housing units at an affordable housing cost for a specified period of time.

Rehabilitated units/rehabilitation means the improvement of a unit in substandard condition to a decent, safe and sanitary level. Units are in substandard condition when, while they may be structurally sound, they do not provide safe and adequate shelter, and in their present condition endanger the health, safety or well-being of the occupants.

Residential project/project means any of the following:

A subdivision resulting in the creation of five (5) or more residential lots or residential condominium units; or

The new construction of a project consisting of five (5) or more multi-family units;
or

The new construction of five (5) or more separate houses or dwelling units; or

The conversion of five (5) or more existing residential rental units to condominium ownership.

Target area means that area designated by the city from time to time, on an as-needed basis, as a priority area for rehabilitation due to health and safety concerns.

Total housing costs the total monthly or annual recurring expenses required of a household to obtain shelter. For a rental unit, total housing costs shall include the monthly rent payment and utilities paid by the tenant (excluding telephone and television). For an ownership unit, total housing costs shall include the mortgage payment (principal and interest), insurance, homeowners' association dues (if applicable), private mortgage insurance (if applicable), taxes, utilities, an allowance for maintenance and any other related assessments.

Sec. 41-1902. Applicability and inclusionary unit requirements.

(a) *Applicability.* The requirements of this article shall apply to any new project comprised of five (5) or more residential lots or residential units, including new construction and condominium conversions, which meets one or all of the following applicability thresholds:

(1) A change in use to allow for residential or that exceeds the general plan or zoning prescribed densities or percentage of residential development of the subject property at the time of application.

(2) Implementation of the permitted residential density or percentage of residential development allowed as a result of city initiated zone changes or city initiated general plan amendments after November 28, 2011.

(3) Increase of the permitted percentage of residential development allowed for a mixed-use development above the percentage permitted under the zoning classification at the time of application.

(4) Development of new residential uses or increase of the permitted residential density or percentage of residential development within an overlay zone approved pursuant to Division 28 of Article I of this Chapter.

(5) Conversion of rental units to condominium ownership.

(b) *Applications.* The inclusionary requirements shall only apply to the incremental units beyond that which is allowed as prescribed in Subsection (a) above.

(c) *Units for sale.* If the new residential project consists of units for sale, then a minimum of five (5) percent of the total number of units in the project shall be sold to moderate-income households.

(d) *Rental units.* If the new residential project consists of rental units, the inclusionary units shall be constructed as follows:

(1) A minimum of fifteen (15) percent of the units shall be rented to low-income households, or

(2) A minimum of ten (10) percent shall be rented to very low-income households, or

(3) A minimum of five (5) percent shall be rented to extremely low-income households, or

(4) A minimum of ten (10) percent shall be available at an affordable housing cost of which five (5) percent rented to low-income households, three (3) percent rented to very low-income households, and two (2) percent rented to extremely low-income households.

(e) *Rounding of quantities in calculations.* In calculating the required number of inclusionary units, fractional units shall be rounded-up to the next whole unit. The developer may choose to pay an in-lieu fee set forth in section 41-1904(c) for the fractional units, which shall be calculated based on the number of habitable square feet applicable in each case.

(f) *Displacement of existing inclusionary units.* Notwithstanding any other provision of this article, any residential project subject to this article that results in the displacement of extremely low, very low and/or low-income household(s) shall be required to provide on-site inclusionary units as required by this article.

(g) *Compliance with article.* All inclusionary units required by this article shall be sold or rented in compliance with this article.

Sec. 41-1903. Exempt projects.

The following are exempt from the requirements of this article:

(a) *Development agreements.* A residential project that is the subject of a development agreement under applicable provisions of the California Government Code that expressly provides for an exclusion to this article, provides for a different amount of inclusionary units, or provides for a different specified method for determining the in-lieu fee provisions of this ordinance, such as the timing of payment or the point in time for determining the applicable in-lieu fee amount, to satisfy the inclusionary units from that specified by this article.

(b) *Project with regulatory agreement.* A residential project for which a regulatory agreement has been approved, provided that the regulatory agreement is effective at the time the residential project would otherwise be required to comply with the requirements of this article, and there is no uncured breach of the regulatory agreement before issuance of a certificate of occupancy for the project. This may include a residential project that has obtained a density bonus under article XVI.I of the Santa Ana Municipal Code. Such projects cannot be used to satisfy the inclusionary requirement for another project.

(c) *Adaptive Reuse.* Adaptive reuse development projects pursuant to Chapter 41, Article XVI.II - Adaptive Reuse.

(d) *Development Projects Approved Under the Provisions of Ordinance No. NS-2994 Adopted on September 1, 2020.* A development project that has received entitlement approvals by city council action prior to November 16, 2021 to construct new residential units is hereby determined to have vested the right to carry out the completion and construction of the project under the regulations and provisions of Ordinance No. NS-2994. The vested regulations and provisions in accordance with this section shall terminate if any or all of the entitlement approvals become invalid for any reasons or have expired under the various applicable time limits established in the Santa Ana Municipal Code. A list of these projects and the vested right(s) under Ordinance No. NS-2994 are attached hereto as Exhibit A and is incorporated herein by reference.

Sec. 41-1904. Options to satisfy inclusionary requirements.

(a) *On-site units.* The primary means of complying with the inclusionary requirements of this article shall be the provision of on-site inclusionary units in accordance with section 41-1902 above. A developer may only satisfy the requirements of this article by means of an alternative to on-site inclusionary units in accordance with the requirements and procedures of this section.

(b) *Off-site units.*

(1) *New units.* The developer may satisfy the inclusionary unit requirements for the project, in whole or in part by constructing the required new inclusionary housing at a different location within the city borders at the ratio of one square foot of habitable inclusionary unit space for each required habitable square foot. While the total habitable square footage area of the required new inclusionary units must be the same as the sum-total of the number of habitable square feet for the project as directed by this ordinance, the number of units and bedrooms associated with the off-site units may be approved by the review authority of the city, consistent with the type of affordable housing needed at the time of project review.

(2) *Rehabilitated units outside a designated target area.* The developer may satisfy the inclusionary unit requirements for the project, in whole or in part by substantially rehabilitating existing housing units elsewhere within the borders of the city

at a rate of one and one-half (1½) habitable square feet per each required habitable square foot of inclusionary units.

(3) *Rehabilitated units within a designated target area.* Upon application, the developer may satisfy the inclusionary unit requirements for the project, in whole or in part by substantially rehabilitating existing housing units elsewhere within the borders of the city at a rate of one habitable square foot per each required habitable square foot of affordable inclusionary units.

(c) *In-lieu fee.*

(1) *Five (5) or more units.* For a residential project comprised of five (5) or more residential lots or residential units, the developer may elect to satisfy the inclusionary unit requirements for the project, in whole or in part, by payment of a fee in-lieu of constructing some or all of the required units. The total amount of the fee allowed by this section shall be calculated using the In-Lieu Fee Schedule in section 41-1904(c)(1)(i) multiplied by the sum total of the number of habitable square feet within the entire project, as measured from the exterior walls of the residential units. This calculation does not include exterior hallways, common areas, landscape, open space or exterior stairways.

(i) In-Lieu Fee Schedule

| Units/Lots | Fee Per Square Foot of Habitable Area |
|------------|---------------------------------------|
| 5 – 9 | \$6.00 |
| 10 – 14 | \$9.00 |
| 15 – 19 | \$12.00 |
| 20 or more | \$15.00 |

(ii) *Local Skilled and Trained Workforce.* The use of a local skilled and trained workforce shall be phased in over time and shall only apply to a development project proposing twenty (20) or more lots or units opting to exercise the in-lieu fee payment option. The implementation of this subsection shall be phased as follows:

(A) Between November 16, 2021 and December 31, 2025, a project proposing twenty (20) or more lots or units exercising the option to pay the \$15 per square foot in-lieu fee amount shall not be required to utilize a local skilled and trained workforce for completing the construction of the project. However, this fee shall be reduced if the developer provides the City with an executed enforceable commitment to use a “Skilled and Trained Workforce” as defined in Public Contract Code section 2601 to complete the construction of the project as specified in the table below:

| Use of Skilled and Trained Workforce | Fee Per Square Foot of Habitable Area |
|--------------------------------------|---------------------------------------|
|--------------------------------------|---------------------------------------|

| | |
|--|---------|
| 30% of workforce utilizing 2 or more construction trades | \$10.00 |
| 60% of workforce utilizing 3 or more construction trades | \$5.00 |
| A minimum of 20% of the above work-hours shall be performed in accordance with local hire policies approved by the City Council. | |

(B) Effective January 1, 2026 and thereafter, a project proposing twenty (20) or more lots or units exercising the option to pay the \$15 per square foot in-lieu fee amount shall be required to provide the City with an executed enforceable commitment that 30 percent of the workforce utilized to complete the construction of the project be derived from a "Skilled and Trained Workforce" as defined in Public Contract Code section 2601; and that a minimum of 35 percent of the required skilled and trained workforce total work-hours shall be performed in accordance with local hire policies approved by the City Council. This fee shall be reduced when the developer commits to a higher utilization level as specified in the table below:

| Use of Skilled and Trained Workforce | Fee Per Square Foot of Habitable Area |
|--|---------------------------------------|
| 60% of workforce | \$10.00 |
| 90% of workforce | \$5.00 |
| A minimum of 35% of the above work-hours shall be performed in accordance with local hire policies approved by the City Council. | |

(2) *Timing of payment.* The total fee amount for the entirety of a project is calculated, determined, and set at the time of issuance of the first building permit for the project. All in-lieu fees allowed by this section shall be paid no later than prior to issuance of the first occupancy approval for any construction which adds net residential units. If the city approves a phased project, a proportional share of the required fee shall be paid within each phase of the residential project. The in-lieu fees collected by the city are city funds over which the city has complete and absolute discretion.

(3) *Inclusionary housing fund.* Fees collected in compliance with this section shall be deposited in the inclusionary housing fund.

(4) The provisions of Section 41-1904(c)(1) may only be modified by the affirmative vote of at least five (5) members of the City Council.

Sec. 41-1904.1. Inclusionary housing development incentives for production of units.

(a) In order to make the production of new inclusionary units on-site or off-site or off-site rehabilitated units, certain incentives, standards and concessions shall be allowed and prescribed as set forth herein below. Such concessions shall not be available to those developers that choose to pay an in lieu fee rather than build the units. The developer may opt to take advantage of up to two (2) concessions among the following possible concessions:

(1) *Parking concession.* One on-site parking space for each zero to one bedroom unit; two (2) on-site parking spaces for each two (2) to three (3) bedroom unit; two and one-half (2½) parking spaces for each four (4) or more bedroom unit.

(2) Concession on one of the following Zoning Code site development standards:

(i) Setback reduction of up to twenty-five (25) percent reduction on subject property;

(ii) Height increase of up to twenty (20) additional feet.

(b) A developer of a for sale residential project proposing to provide on-site moderate income units and a surrounding community benefit may opt to take advantage of up to three (3) of the above concessions. The surrounding community benefit will include but not be limited to park improvements, urban community gardens, developer-funded down payment assistance, or subsidy of services, activities or programs.

(1) *Local Density Bonus.* For each 1 percent increase above 5 percent in the percentage of for-sale units affordable to moderate income households, the base density shall be increased by 1.5 percent up to a maximum of 35 percent.

Sec. 41-1905. Housing plan and housing agreement.

(a) *Submittal and execution.* The developer shall comply with the following requirements:

(1) *Inclusionary housing plan.* The developer shall submit an inclusionary housing plan in a form specified by the executive director, detailing how the provisions of this article will be implemented for the proposed residential project. The inclusionary housing plan and its supportive documents, plans, and details shall be submitted at the same time as the site plan and application materials for the original project. All inclusionary housing plans shall be subject to the approval of the executive director and subject to appeal processes and procedures set forth in the Santa Ana Municipal Code.

(2) *Inclusionary housing agreement.* The developer shall execute and cause to be recorded an inclusionary housing agreement. The inclusionary housing agreement

shall be a legally binding agreement between the developer and the city, executed by the city manager, or his or her designee, and in a form and substance satisfactory to the executive director and the city attorney, and containing those provisions necessary to ensure that the requirements of this article are satisfied, whether through the provision of inclusionary units or through an approved alternative method.

(b) *Discretionary approvals.* No discretionary approval shall be issued for a residential project subject to this article until the developer has submitted an inclusionary housing plan.

(c) *Issuance of building permit.* No building permit shall be issued for a residential project subject to this article unless the executive director has approved the inclusionary housing plan, and any required inclusionary housing agreement has been recorded.

(d) *Issuance of certificate of occupancy.* A certificate of occupancy shall not be issued for a residential project subject to this article unless the approved inclusionary housing plan has been fully implemented.

Sec. 41-1906. Standards.

(a) Location within project, relationship to non-inclusionary units. All inclusionary units shall be:

- (1) Reasonably dispersed throughout the residential project;
- (2) Proportional, in number of bedrooms, gross floor area of habitable space, and location, to the market rate units;
- (3) Comparable to the market rate units included in the residential project in terms of design, materials, finished quality, and appearance; and
- (4) Permitted the same access to project amenities and recreational facilities, as are market rate units.

(b) *Timing of construction.* All inclusionary units in a residential project shall be constructed concurrent with, or before the construction of the market rate units. If the city approves a phased project, a proportional share of the required inclusionary units shall be provided within each phase of the residential project.

(c) *Location outside the proposed original project.* For projects where the developer proposes to either produce new inclusionary units or rehabilitate existing off-site units to meet the inclusionary affordable housing requirements of this ordinance, the off-site project(s) containing the required inclusionary units shall be subject to the following requirements:

- (1) The sum-total area (in habitable square feet) of all the newly constructed off-site inclusionary units shall be the same number of habitable square feet of inclusionary area as required by this ordinance. For the purpose of the calculation of the

number of square feet of required inclusionary housing, the total gross habitable square feet of the housing units of the original market rate project shall be used, as measured from exterior walls to exterior walls of the market units provided as the base for calculation. The common areas, exterior hallways, stairways, patios, and balconies shall not be calculated in determining the number of required square feet of inclusionary housing production. All new or rehabilitated units must meet all current zoning and general plan standards.

(2) While the total number of square feet of inclusionary housing requirement is calculated based on the requirements of this ordinance, the number of units, bedrooms and other amenities on the proposed off-site inclusionary housing location shall be approved by the review authority commensurate with the size and type of units most in demand at the time of submittal of the application.

(3) Any off-site affordable inclusionary housing project shall be substantially comparable to the market rate units included in the residential project in terms of quality of design, materials and finishes.

(4) If tenants are displaced due to rehabilitation of housing to meet the inclusionary unit requirement, the developer shall be responsible for relocation costs as required by state law.

(5) No city, housing authority, or public funds, subsidies, or participation of any kind shall be expended on the production or building of any inclusionary housing projects associated with meeting the inclusionary unit requirement.

(d) *Timing of construction.* All inclusionary units in a residential project or proposed off-site new inclusionary units or rehabilitated units shall be constructed concurrent with, or before the construction of the market rate units. If the city approves a phased project, a proportional share of the required inclusionary units shall be provided within each phase of the residential project.

(e) *Units for sale.*

(1) *Time limit for inclusionary restrictions.* A unit for sale shall be restricted to the target income level group at the applicable affordable housing cost for a minimum of fifty-five (55) years.

(2) *Certification of purchasers.* The developer and all subsequent owners of an inclusionary unit offered for sale shall certify, on a form provided by the city, the income of the purchaser and that such owners will live in such inclusionary unit as their primary residence.

(3) *Resale price control.* In order to maintain the availability of inclusionary units required by this article, the resale price of an owner occupied inclusionary unit shall be limited to the lesser of the fair market value of the unit as established by a licensed real

estate agent based upon three (3) comparable properties or the restricted resale price. For these purposes, the restricted resale price shall be the applicable affordable housing cost.

(4) *Inheritance of inclusionary units.* Upon the death of an owner of an owner-occupied inclusionary unit, title in the property may transfer to the surviving joint tenant or heir (in the case of the death of a sole owner or all owners of the household).

(5) *Forfeiture.* If an inclusionary unit for sale is sold for an amount in excess of the resale price controls required by this section, the buyer and the seller shall be jointly and severally liable to the city for the amount in excess of the affordable housing cost at the time of such sale of the inclusionary unit. Recovered funds shall be deposited into the inclusionary housing fund. Notwithstanding the foregoing, city may allow the buyer and seller to cure any violation of the resale price controls within one hundred eighty (180) days.

(f) *Rental units.*

(1) *Time limit for inclusionary restrictions.* A rental inclusionary unit shall remain restricted to the target income level group at the applicable affordable housing cost for fifty-five (55) years.

(2) *Certification of renters.* The owner of any rental inclusionary unit shall certify, on a form provided by the city, the income of all members of the household above the age of eighteen (18) at the time of the initial rental and annually thereafter.

(3) *Forfeiture.* Any lessor who leases an inclusionary unit in violation of this article shall be required to forfeit to the city all money so obtained. Recovered funds shall be deposited into the inclusionary housing fund.

(g) *Execution and recording of documents.* The executive director may require the execution and recording of whatever documents are required to ensure enforcement of this section; including, but not limited to, promissory notes, deeds of trust, resale restrictions, rights of first refusal, options to purchase, and/or other documents, which shall be recorded against all inclusionary units.

(h) *General prohibitions.*

(1) No person shall sell or rent an inclusionary unit at a price or rent in excess of the maximum amount allowed by any restriction placed on the unit in accordance with this article.

(2) No person shall sell or rent an inclusionary unit to a person or persons that do not meet the income restrictions placed on the unit in accordance with this article.

(3) No person shall provide false or materially incomplete information to the city or to a seller or lessor of an inclusionary unit to obtain occupancy of housing for which that person is not eligible.

(i) *Principal residency requirement.*

1. The owner or lessee of an inclusionary unit shall reside in the unit for not less than ten (10) out of every twelve (12) months.

2. No owner or lessee of an inclusionary unit shall lease or sublease, as applicable, an inclusionary unit without the prior permission of the executive director.

Sec. 41-1907. Reserved.

Sec. 41-1908. Enforcement.

(a) *Violation.* Any violation of this article constitutes a misdemeanor.

(b) *Forfeiture of funds.* Any individual who sells an inclusionary unit in violation of this article shall be required to forfeit any money in excess of the affordable housing cost at such time. Any individual who rents an inclusionary unit in violation of this article shall be required to forfeit all money so obtained. Recovered funds shall be deposited into the inclusionary housing fund.

(c) *Legal actions.* The city may institute any appropriate legal actions or proceedings necessary to ensure compliance with this article, including actions:

- (1) To disapprove, revoke, or suspend any permit, including a building permit, certificate of occupancy, or discretionary approval; and
- (2) For injunctive relief or damages.

(d) *Recovery of costs.* In any action to enforce this article, or an inclusionary housing agreement recorded hereunder, the city shall be entitled to recover its reasonable attorney's fees and costs.

Sec. 41-1909. Inclusionary housing fund.

(a) *Inclusionary housing fund.* There is hereby established a separate fund of the city, to be known as the inclusionary housing fund. All monies collected pursuant to this article shall be deposited in the inclusionary housing fund. Additional monies from other sources may be deposited in the inclusionary housing fund. The monies deposited in the inclusionary housing fund shall be subject to the following conditions:

(1) Monies deposited into the inclusionary housing fund must be used to increase and improve the supply of housing affordable to moderate, low, very low, and extremely low income households in the city as specified in the city's affordable housing funds policies and procedures. A priority will be on the creation of affordable housing opportunities or units from the existing market rate housing stock rather than construction of new affordable housing units and on the creation of new affordable housing

opportunities for large families currently living in the City. This includes, but is not limited to, the purchase and rehabilitation of units for sale. Monies may also be used to pay for one-time programs for code enforcement, quality of life and general health and safety activities. Monies may also be used to cover reasonable administrative or related expenses associated with the administration of this article.

(2) The fund shall be administered by the executive director, or his or her designee, who may develop procedures in the city's affordable housing funds policies and procedures to implement the purposes of the inclusionary housing fund consistent with the requirements of this article and any adopted budget of the city.

(3) Monies deposited in accordance with this section shall be used in accordance with the affordable housing funds policies and procedures, housing element, consolidated plan, or subsequent plan adopted by the city council to construct, rehabilitate, or subsidize affordable housing or to recapture affordable housing at risk of market conversion, or to assist other government entities, private organizations, or individuals to do so. Permissible uses include, but are not limited to, assistance to housing development corporations, equity participation loans, grants, pre-home ownership co-investment, pre-development loan funds, participation leases, or other public-private partnership arrangements. The inclusionary housing fund may be used for the benefit of both rental and owner-occupied housing.

(4) A developer receiving funding from the inclusionary housing fund shall implement a local preference in their resident selection criteria and marketing policies meeting guidelines established by the executive director.

(5) A developer receiving funding from the inclusionary housing fund, as well as its contractors and subcontractors at every tier performing work for the new housing units is encouraged to negotiate in good faith to provide the City with an enforceable commitment that a minimum 30% of the labor utilizing 2 or more construction trades be performed by a "Skilled and Trained Workforce" as defined in Public Contract Code section 2601 to complete the construction of the project. If so provided, a minimum of 35% of such labor for the project shall be performed in accordance with local hire policies approved by the City Council.

Sec. 41-1910. Administrative.

(a) *In-lieu fee calculation.* The amount per square foot of the inclusionary housing in-lieu fee shall be subject to city council review and consideration as needed.

(b) *Administration fees.* The council may by resolution establish reasonable fees and deposits for the administration of this article including an annual monitoring fee and an inclusionary housing plan submittal fee.

(c) *Monitoring/audits.* At the time of initial occupancy, and annually thereafter, the city will monitor the project to ensure that the income verifications are correct and in

compliance with the inclusionary housing administrative procedures. For ownership units, the city shall monitor to verify that owner-occupancy requirements are maintained. Developer/property owners are required to cooperate with the city in promptly providing all information requested by the city in monitoring compliance with program requirements. The city will conduct periodic random quality control audits of inclusionary units to ensure compliance with rules and requirements. Such audits may include verification of continued occupancy in inclusionary units by eligible tenants, compliance with the inclusionary housing plan and agreement, and physical inspections of the residential project.

(e) *Administrative procedures.* The city manager is hereby authorized and directed to promulgate administrative procedures for the implementation of this article.

Secs. 41-1911—41-1999. Reserved.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Santa Ana hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 6. This Ordinance shall become effective thirty (30) days after its adoption.

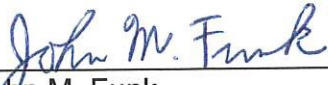
Section 7. The Clerk of the Council shall certify the adoption of this ordinance and shall cause the same to be published as required by law.

ADOPTED this 19th day of April, 2022.



Vicente Sarmiento
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 

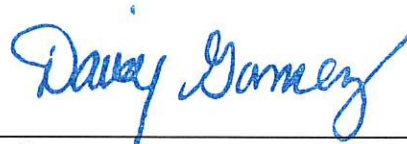
John M. Funk
Sr. Assistant City Attorney

AYES: Councilmembers Hernandez, Lopez, Phan, Sarmiento (4)
NOES: Councilmembers Mendoza, Penaloza, Bacerra (3)
ABSTAIN: Councilmembers None (0)
NOT PRESENT: Councilmembers None (0)

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Daisy Gomez, Clerk of the Council, do hereby attest to and certify the attached Ordinance No. NS-3019 to be the original ordinance adopted by the City Council of the City of Santa Ana on April 19, 2022, and that said ordinance was published in accordance with the Charter of the City of Santa Ana.

Date: 4/20/2022



Daisy Gomez
Clerk of the Council
City of Santa Ana

2021 List of Entitled Projects Vested Under the Regulations and Provisions of Ordinance No. NS-2994

The development projects listed in Table 1 have received entitlement approvals by Planning Commission and/or City Council action prior to November 16, 2021, to construct new residential units and are hereby determined to have vested the right to carry out the completion and construction of the project under the regulations and provisions of Ordinance No. NS-2994 (HOO). The vested regulations and provisions shall automatically terminate if any or all of the entitlement approvals become invalid for any reasons or have expired under the various applicable time limits established in the Santa Ana Municipal Code or any applicable State Covid-19 pandemic relief or other applicable time extension provisions. Ordinance No. NS-2994 is incorporated herein by reference.

Table 1. Entitled Projects Vested Under the Regulations and Provisions of Ordinance No. NS-2994

| No. | Project Address | Project Name | Number of Dwelling Units | HOO Compliance Requirements |
|-----|--|---|--------------------------|--|
| 1. | 1122 N. Bewley Street | Bewley Townhomes | 10 | Provide inclusionary units as required under NS-2994 or payment of in-lieu of \$5/sf |
| 2. | 301 N. Mountain View Street | Mountain View Townhomes | 8 | Provide inclusionary units as required by NS-2994 or payment of in-lieu of \$5/sf |
| 3. | 200 N. Cabrillo Park Drive | The Madison | 260 | Provide inclusionary units as required by NS-2994 or payment of in-lieu of \$5/sf |
| 4. | 1109 N. Broadway | One Broadway Plaza | 415 | \$15/sf in-lieu payment under a project Mutual Declaration |
| 5. | 3025 W. Edinger Avenue | Haphan Townhomes | 17 | Provide inclusionary units as required by NS-2994 or payment of in-lieu of \$5/sf |
| 6. | 2800 N. Main Street/Specific Plan No. 4 | MainPlace Mall Transformation 1,900 residential units | 1,900 | Provide inclusionary units as required by NS-2994 or payment of in-lieu of \$5/sf |
| 7. | 419 N. Harbor Boulevard (previously 421 N. Harbor Boulevard) | Fifth and Harbor Mixed Use Apartments | 94 | Provide inclusionary units as required by NS-2994 or payment of in-lieu of \$5/sf |
| 8. | 3417 W. Fifth Street | West Fifth Villas | 8 | Provide inclusionary units as required by NS-2994 or payment of in-lieu of \$5/sf |

The development projects listed in Table 2 have received entitlement approvals by Planning Commission or City Council action prior to November 16, 2021, but did not trigger HOO provisions and have been identified herein for implementation clarity.

Table 2. Entitled Projects Not Triggering HOO requirements

| No. | Project Address | Project Name | Number of Dwelling Units | HOO Compliance Requirements |
|-----|---|-----------------------------------|--------------------------|--|
| 1. | 201 W. Third Street | 3rd and Broadway | 171 | HOO provisions not applicable to project |
| 2. | 409 E. Fourth Street and 509 E. Fourth Street | 4th and Mortimer | 169 | HOO provisions not applicable to project |
| 3. | 1801 E. Fourth Street | Central Pointe | 644 | HOO provisions not applicable to project |
| 4. | 200 E. First American Way | Legado at the Met | 278 | HOO provisions not applicable to project |
| 5. | 114 E. Fifth Street and 115 E. Fifth Street | Rafferty (4 th + Main) | 220 | HOO provisions not applicable to project |

ATTACHMENT B

INCLUSIONARY HOUSING PLAN APPLICATION

INCLUSIONARY HOUSING PLAN
2021 AFFORDABLE HOUSING OPPORTUNITY AND CREATION ORDINANCE
RENTAL DEVELOPMENT PROJECT

INCLUSIONARY HOUSING PLAN NUMBER: _____

City of Santa Ana
20 Civic Center Plaza (M-26), Santa Ana, California 92701
714.667.2241

| Development Site Characteristics and Contact Information | |
|--|--|
| Project Address: | |
| Assessor Parcel Number(s): | |
| Site Dimensions: | |
| Site Size (Square Feet): | |
| Property Owner's Name: | |
| Address: | |
| Telephone Number: | Email: |
| Applicant's Name: | |
| Telephone Number: | Email: |

City Approvals (if applicable)

Approve Deny

Signature: _____ Date: _____

I. DEFINED TERMS

Capitalized terms included in the instructions for completing an Inclusionary Housing Plan have the meanings defined in the Administrative Procedures Manual.

II. PROJECT DESCRIPTION

Please provide the information pertaining to the characteristics of the proposed Project in the following table:

| Description of the Proposed Project | | | | |
|-------------------------------------|----------------------|--------------------|--------------------------------------|---------------------------------|
| Plan | Number of Units | Number of Bedrooms | Habitable Area Per Unit ¹ | Total Habitable Area: Each Plan |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | <input type="text"/> | | | <input type="text"/> |

Will the project be constructed in phases? Yes ___ No ___

Is a California Government Code Section 65915 et seq. (Section 65915) density bonus being requested? Yes ___ No ___

¹ Habitable Area defined as the portion of the residential unit measured from exterior walls to exterior walls. The calculation excludes exterior hallways, common areas, landscapes, open space, and exterior stairways.

III. INCLUSIONARY HOUSING REQUIREMENTS

The Ordinance imposes a requirement that one of the following obligations must be fulfilled for Rental Development projects:²

1. At least 15% of the units must be set aside at an Affordable Rent for Low Income Households; or
2. At least 10% of the units must be set aside at an Affordable Rent for Very Low Income Households; or
3. At least 5% of the units must be set aside at an Affordable Rent for Extremely Low Income Households; or
4. At least 10% of the units must be set aside at Affordable Rents based on the following mix:
 - a. 5% for Low Income Households; plus
 - b. 3% for Very Low Income Households; plus
 - c. 2% for Extremely Low Income Households.

The Ordinance offers the following four options for fulfilling the Inclusionary Housing obligation:

1. On-site development of the affordable units; or
2. Off-site development of the affordable units; or
3. Off-site rehabilitation of existing units; or
4. Payment of a fee in lieu of producing affordable units.

If the calculation of the Inclusionary Unit obligation results in a fraction, the obligation is rounded up to the next whole number. However, as an alternative, the Developer can choose to pay an in-lieu fee for the fractional unit obligation. This option can be applied to each of the three affordable housing production alternatives.

² Any additional units authorized under the Section 65915 density bonus shall not be counted in determining the number of Inclusionary Units required by the Ordinance.

Please select the applicable alternative(s) to indicate how the Project will comply with the Inclusionary Unit requirement:

On-Site Construction of the Required Inclusionary Units

Off-Site Construction of the Required Inclusionary Units

Rehabilitation of Existing Units

In a Target Area

Not in A Target Area

In-Lieu Fee Payment to Fulfill the Entire Inclusionary Housing Obligation

In-Lieu Fee Payment to Fulfill a Fractional Inclusionary Unit Obligation

Inclusionary Housing Production Options

For Projects that opt to use one of the Inclusionary Housing production options, please complete the following tables.

DO NOT COMPLETE THE FOLLOWING THREE TABLES IF AN IN-LIEU FEE IS PROPOSED TO BE PAID TO FULFILL THE ENTIRE INCLUSIONARY HOUSING OBLIGATION

| Inclusionary Housing Production Obligation | | |
|--|-----------------|------------------------------|
| | Number of Units | Habitable Area (Square Feet) |
| Total Units in the Market Rate Project | | |
| <u>Income Category Selected - (Select One)</u> | | |
| Low Income at 15% | | |
| Very Low Income at 10% | | |
| Extremely Low Income at 5% | | |
| 5% Low Income + 3% Very Low Income + 2% Extremely Low Income | | |
| Total Inclusionary Housing Obligation | | |

| Inclusionary Housing Production Option Being Applied (Circle One) On-Site Development Off-Site Development Rehabilitation | | | | | | |
|--|------------------------------|---------------------------------|--------------------------------|----------------------------|----------------------------------|--|
| Income Category Option Being Applied (Circle One) Low Income @ 15% Very Low Income @ 10% Extremely Low Income @ 5% 5% Low Income + 3% Very Low Income + 2% Extremely Low Income | | | | | | |
| Plan | Number of Inclusionary Units | Income Category: (LI, VLI, ELI) | Number of Bedrooms in the Unit | Habitable Area in the Unit | Total Habitable Area in the Plan | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Totals | | | | | | |

For Projects that choose to pay an in-lieu fee to fulfill a fractional Inclusionary Unit obligation, calculate the fractional in-lieu fee obligation in the following table:

| Fractional In-Lieu Fee Calculation | |
|--|--|
| Fractional Unit Obligation | |
| Total Habitable Area (Square Feet) | |
| In-Lieu Fee Per Square Foot of Habitable Area (See Section IV of this application) | |
| Total Fractional In-Lieu Fee | |

IV. DEVELOPMENT STANDARDS

On-Site Construction of Inclusionary Units to Fulfill the Inclusionary Housing Obligation

1. The Inclusionary Units must be reasonably dispersed throughout the project.
2. The Inclusionary Units must be proportional in the number of bedrooms, the gross Habitable Area, and location to the Market Rate units in the project.
3. The Inclusionary Units must be comparable to the Market Rate units in the project in terms of design, materials, finished quality and appearance.

Off-Site Construction of Inclusionary Units to Fulfill the Inclusionary Housing Obligation

1. The off-site development project must comport with the current zoning and general plan standards imposed on the development site.
2. The Inclusionary Housing obligation is equal to at least 15% multiplied times the sum total of the Habitable Area in the proposed Market Rate Project.
3. The total square footage standard will be based on the obligation stated above. However, the number of units, bedroom mix, and other amenities shall be approved by the City's review authority. The standards will be established based on the size and type of units most in demand at the time the application is submitted.
4. The Inclusionary Units must be substantially comparable to the units included in the proposed Market Rate Project in terms of quality of design, materials and finishes.

Rehabilitation of Existing Units to Fulfill the Inclusionary Housing Obligation

1. The Inclusionary Housing obligation is calculated as follows:
 - a. For units in a defined Target Area, the obligation is equal to at least 15% multiplied times the sum total of the Habitable Area in the proposed Project.
 - b. For units that are not located within a defined Target Area, the obligations is equal to 22.5% multiplied times total of the Habitable Area in the proposed Market Rate Project.

2. The total square footage standard will be based on the obligation stated above. However, the number of units, bedroom mix, and other amenities shall be approved by the City’s review authority. The standards will be established based on the size and type of units most in demand at the time the application is submitted.
3. The Inclusionary Units must be substantially comparable to the units included in the Market Rate Project in terms of quality of design, materials and finishes.

In-Lieu Fee Payment to Fulfill the Entire Inclusionary Housing Obligation

The in-lieu fee payment obligation is calculated against the entire Habitable Area of the proposed Market Rate Project. The in-lieu fee schedule included in the Ordinance is presented in the following table:

| In-Lieu Fee Schedule – 2021 Ordinance ³ | |
|--|---------------------------------------|
| Units/Lots | Fee Per Square Foot of Habitable Area |
| 5-9 | \$6.00 |
| 10-14 | \$9.00 |
| 15-19 | \$12.00 |
| 20 or More | \$15.00 |

For Projects that choose to pay an in-lieu fee to fulfill a the entire Inclusionary Housing obligation for the Project, calculate the in-lieu fee obligation in the following table:

| In-Lieu Fee Calculation | |
|--|-------|
| Total Habitable Area (Square Feet) | _____ |
| In-Lieu Fee Per Square Foot of Habitable Area in the Project | _____ |
| Total In-Lieu Fee | _____ |

³ The in-lieu fee calculation per square foot of Habitable Area shall be subject to City Council review and consideration as needed.

A requirement to use a local skilled and trained workforce will be phased in over time for projects with 20 or more units. If these projects are willing to fulfill defined local and skilled labor requirements they shall be entitled to pay a discounted in-lieu fee. The timing of the requirements and the reduced in-lieu fee payment amounts are described in the Administrative Procedures Manual.

V. TIMING

All Inclusionary Units in an Rental Development Project shall be constructed concurrently with, or prior to, the construction of the Market Rate units. If the Rental Development Project is proposed to be constructed in phases, the Inclusionary Units required by the Ordinance shall be constructed in proportion to the total number of units included in each phase.

For projects that choose to pay an in-lieu fee to fulfill the entire Inclusionary Housing obligation or a fractional in-lieu fee obligations the in-lieu fee must be paid prior to the City's issuance of a Certificate of Occupancy. If the Market Rate Project is proposed to be developed in phases, the in-lieu fee shall be constructed in proportion to the total number of units included in each phase.

VI. REQUIRED EXHIBITS TO THE INCLUSIONARY HOUSING PLAN

Please submit the following documents as attachments to this Inclusionary Housing Plan:

- A. Project Description (see Development Project – Review application). Include a description of proposed off-site construction of Inclusionary Units or rehabilitation, if applicable.
- B. Legal Description of the Project.
- C. Site plan of the entire Project detailing the location of proposed Inclusionary Units (minimum size 11" x 17").
- D. If applicable, a phasing plan that provides for the proportionate number of the total Inclusionary Unit requirement to be built in each phase of the Project.
- E. Application Fee.

VII. PROPERTY OWNER’S AFFIDAVIT

I hereby certify that I am the legally authorized owner of all property involved in this application or have been empowered to sign as the property owner on behalf of a corporation, partnership, business, etc., as evidenced by separate instrument attached herewith. I hereby grant to the applicant submitting this form full power to sign all documents related to this application, including any conditions or litigation measures as may be deemed necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at _____, California

Property Owner’s Signature _____

Printed Name _____

VIII. APPLICANT’S AFFIDAVIT

I hereby certify that the statements furnished above and in the attached exhibits represent the data and information required for this initial evaluation and that the facts, statements and information presented are true and correct to the best of my knowledge and belief. Further, should the stated information be found false or insufficient, I agree to the return of this form for appropriate revisions, understanding the City of Claremont cannot process this form until all applicable information is corrected or provided by the applicant. I hereby certify that I have been legally authorized by the property owner to present this application and to sign on behalf of all documents related to this application, including any conditions or litigation measures as may be deemed necessary.

Note: When the applicant is a corporation, partnership, business, etc., a separate document verifying the authorization to sign for such applicant is required.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at _____, California

Applicant’s Signature _____

Applicant’s Printed Name _____

ATTACHMENT C

ANNUAL TENANT RECERTIFICATION DOCUMENTS

ATTACHMENT C – 1

ANNUAL TENANT RECERTIFICATION LETTER

**ANNUAL TENANT RECERTIFICATION
CITY OF SANTA ANA
2021 AFFORDABLE HOUSING OPPORTUNITY AND CREATION ORDINANCE**

Date:

Tenant Name:

Unit Address:

Dear _____:

In accordance with the requirements imposed by the 2021 Affordable Housing Opportunity and Creation Ordinance, and your lease, the City of Santa Ana requires that we review your income and household composition every year. To complete our review, the Project Owner or Property Manager will set up a meeting with you to receive the necessary information.

When you attend the meeting with the Project Owner or Property Manager you must bring documents that verify the income of all the adult members of your household. This information can include income tax returns, employment verification, wage statements, interest statements, and/or unemployment compensation statements.

Cooperation with the recertification requirement is a condition of continuing tenancy in an Inclusionary Unit. You must report the required information to enable the Project Owner to process the recertification by **Month/Day**.

Sincerely,

Property Manager / Project Owner

ATTACHMENT C – 2

ANNUAL TENANT INCOME VERIFICATION FORM

TENANT INCOME VERIFICATION FORM
2021 AFFORDABLE HOUSING OPPORTUNITY AND CREATION ORDINANCE
CITY OF SANTA ANA

| Table 1: Annual Household Gross Earned Income ¹ | | | |
|---|-------------------|-------------------------------|-------|
| List All Sources of Earned Income for all Adult Household Members Living in the Inclusionary Unit | | | |
| | Head of Household | Other Adult Household Members | Total |
| 1. Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses | \$ | \$ | \$ |
| 2. Net income from business | \$ | \$ | \$ |
| 3. Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically | \$ | \$ | \$ |
| 4. Payment in lieu of earnings, such as unemployment, 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 the Armed Forces | \$ | \$ | \$ |
| 8. Other | \$ | \$ | \$ |
| Subtotal: Monthly Earned Income | | | \$ |
| Total Monthly Earned Income x 12 = \$ _____ Total Annual Household Gross Earned Income | | | |

¹ 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 or educational institution; special pay to a serviceman 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 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.

Table 2A: Household Assets ²

List the Value of All Assets Owned by all Adult Household Members Living in the Inclusionary Unit

| | Head of Household | Other Adult Household Members | Total | Return @ 10% of Total |
|----------------------------|-------------------|-------------------------------|-------|-----------------------|
| 1. Bank & savings accounts | \$ | \$ | \$ | \$ |
| 2. Stocks and bonds | \$ | \$ | \$ | \$ |
| 3. Real property | \$ | \$ | \$ | \$ |
| 4. Other | \$ | \$ | \$ | \$ |

Table 2B: Income Earned Annually from Household Assets

List the Actual Annual Return on All Assets
Owned by all Adult Household Members Living in the Inclusionary Unit

| | Head of Household | Other Adult Household Members | Total |
|------------------------------|-------------------|-------------------------------|-------|
| 1. Bank and savings accounts | \$ | \$ | \$ |
| 2. Stocks and bonds | \$ | \$ | \$ |
| 3. Real property | \$ | \$ | \$ |
| 4. Other | \$ | \$ | \$ |

The return on Household assets to be included in the Gross Income calculation is set at the greater of the two amounts shown on the following page:

² Necessary items, such as furniture and automobiles, used for personal use are excluded from household assets. Collections of items for hobby, investment or business purposes must be included in household assets. Under California Government Code Section 6914, if the total value of household assets exceeds \$5,000, the calculation of the household's annual income shall include the greater of the actual amount of income, if any, derived from all of the household assets; or 10% of the total value of the assets.

| Table 2C Annual Asset Income to be Added to Annual Household Gross Earned Income | | | |
|--|-------------------|---------------|----------------------|
| | 10% Annual Return | Actual Return | Return to be Applied |
| 1. Bank and savings accounts | \$ | \$ | \$ |
| 2. Stocks and bonds | \$ | \$ | \$ |
| 3. Real property | \$ | \$ | \$ |
| 4. Other | \$ | \$ | \$ |
| Total Annual Return to be Added to Annual Household Gross Earned Income | | | \$ |

The total Gross Household Income is equal to the sum of the following:

| Table 3: Calculation of the Household's Total Annual Gross Income | |
|--|----|
| Annual Household Gross Earned Income (Table 1) | \$ |
| Annual Asset Income (Table 2C) | \$ |
| Total Annual Household Gross Income | \$ |

| Income Documentation | |
|---|-----------------------------------|
| Attach True Copies of the Relevant Documents Listed Below | |
| Paycheck stubs from two most recent pay periods | Bank/Savings account verification |
| Employment verification | Self-employment verification |
| Income tax return | Unemployment verification |
| Social security verification | Welfare verification |
| Alimony/child support verification | Disability income verification |
| Other (Describe) | |

AFFIDAVIT

This Affidavit is made with the knowledge that it will be relied upon by the _____ City of Santa Ana, our landlord and the owner of our apartment building, to determine maximum income for eligibility. (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and based upon such investigation as (I/we) deemed necessary.

(I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) rental agreement with the property owner to rent the unit and will additionally enable the property owner to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct and that this affidavit has been executed as of the date specified below by each adult member of the household which intends to occupy an Inclusionary Unit located at _____, Santa Ana, California.

Signature

Date

Printed Name

Executed at _____, Santa Ana, California

Signature

Date

Printed Name

Executed at _____, Santa Ana, California

ATTACHMENT C – 3

NO INCOME CERTIFICATION

**NO INCOME CERTIFICATION FOR
HOUSEHOLD MEMBER**

I, _____ (NAME) certify that as of _____ (DATE), I am not receiving any type of income including, but not limited to, wages and salaries, overtime pay, commissions, fees, tips, bonuses, or any other compensation for personal services, net income from the operation of a business or profession, dividends or interest, net income from any kind of real or personal property, Social Security, annuities, retirement funds, pensions, death or disability benefits, unemployment or disability compensation, workers compensation, severance pay, welfare or other public assistance, alimony, or child support.

By this Certification, I declare under penalty of perjury that all of the foregoing information is true and correct. Misrepresentation or misstatement may be a violation of law that could result in a fine, criminal penalty or a default on the Inclusionary Housing Regulatory Agreement made in conjunction with the rental of this Inclusionary Unit.

Signature

Print Name

Date

ATTACHMENT D

ANNUAL RENTAL RESIDENTIAL DEVELOPMENT COMPLIANCE REPORT

**ANNUAL RENTAL RESIDENTIAL DEVELOPMENT COMPLIANCE REPORT
2021 AFFORDABLE HOUSING OPPORTUNITY AND CREATION ORDINANCE
CITY OF SANTA ANA**

Project Name: _____

Date: _____

Project Address: _____

Reporting Period: _____

Total Number of Units in the Project: _____

Number of Very Low Income Units: _____

Compliance Report Completed By: _____

Phone Number: _____

| Unit # | Household Name | Household Size | Household Income | Number of Bedrooms | Calculation of Net Monthly Rent | | | Date First Occupied | Date of Last Income Recertification |
|--------|----------------|----------------|------------------|--------------------|---------------------------------|-------------------|--------------------------|---------------------|-------------------------------------|
| | | | | | Gross Rent | Minus: | | | |
| | | | | | | Utility Allowance | Other Mandatory Payments | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |