

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego  
**10/20/2023** at 12:57:40 PM  
Clerk of the Superior Court  
By Amanda Mlasenor, Deputy Clerk

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8 *Department of Housing and Community*  
*Development*  
9

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN DIEGO  
13

14 **PEOPLE OF THE STATE OF**  
15 **CALIFORNIA; CALIFORNIA**  
16 **DEPARTMENT OF HOUSING AND**  
17 **COMMUNITY DEVELOPMENT,**

Petitioner and Plaintiff,

18 v.

19 **CITY OF CORONADO; CITY COUNCIL**  
20 **OF CORONADO; AND DOES 1-50,**

21 Respondent and Defendant,  
22

Case No. 17-2023-00046595-CU-WM-CTL  
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**[PROPOSED] STIPULATED FINAL  
JUDGMENT AND ORDER**

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1 Petitioners and Plaintiffs, PEOPLE OF THE STATE OF CALIFORNIA, acting by and  
2 through ROB BONTA, Attorney General of the State of California, and the CALIFORNIA  
3 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, and Respondents and  
4 Defendants CITY OF CORONADO and CORONADO CITY COUNCIL (collectively, the  
5 “Parties”), having stipulated to the entry of this Final Judgment and Order (“Judgment”) without  
6 the taking of proof and without trial or adjudication of any fact or law herein, and with all Parties  
7 having waived the right to appeal; and the Court having considered the pleadings and good cause  
8 appearing:

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 **PARTIES AND DESCRIPTION OF ACTION**

11 1. Petitioners/Plaintiffs, the PEOPLE OF THE STATE OF CALIFORNIA, by and  
12 through its Attorney General, ROB BONTA, and the Department of Housing and Community  
13 Development (“HCD”) (collectively, “the State”) are charged with the enforcement of, among  
14 other things, the “Housing Element Law”.<sup>1</sup>

15 2. Respondent/Defendant CITY OF CORONADO is a political subdivision of the State  
16 of California, and Respondent/Defendant CORONADO CITY COUNCIL is the executive and  
17 legislative body of the City of Coronado (collectively, “the City”). The City is a local  
18 governmental agency charged with regulating and controlling land use and development within the  
19 City’s boundaries, including but not limited to complying with all applicable provisions of state  
20 law, such as the Housing Element Law.

21 3. The Housing Element Law required the City to adopt a housing element to the City’s  
22 General Plan that substantially complied with the Housing Element Law’s terms by April 15,  
23 2021, for the 2021-2029 Planning Period (also known as the Sixth Cycle). Gov. Code §§ 65302,  
24 65580 *et seq.*

25 4. The City adopted a Housing Element on July 20, 2021, however HCD determined  
26 that the City’s adopted Housing Element did not substantially comply with Housing Element Law.  
27 The Parties agree that the City failed to meet the April 15, 2021 deadline.

28 <sup>1</sup> Unless specified otherwise, all further statutory references are to the Government Code.

1           5.     Any housing element adopted by the City must substantially comply with specific  
2 statutory requirements, including ensuring that the City’s planning, programs, and ordinances do  
3 not unduly constrain or impede its obligation to meet its regional housing needs allocation.

4           6.     This Judgment is entered to fully resolve the claims and allegations brought by the  
5 State. The State alleges that the City violated the Housing Element Law by failing to perform its  
6 statutory duty to timely adopt a legally compliant housing element to its General Plan, in  
7 substantial compliance with California laws governing a local jurisdiction’s obligations to do so,  
8 for the 2021-2029 planning period. This Judgment is entered to fully resolve the claims and  
9 allegations made by the State.

10          7.     The Parties agree, solely for purposes of entry of this Judgment, that this Court has  
11 jurisdiction of the subject matter hereof and over the Parties, venue is proper in this County, and  
12 this Court has jurisdiction to enter this Judgment.

13          8.     This Judgment is made without trial or adjudication of any issue of fact or law. The  
14 Parties voluntarily enter into this Judgment in order to avoid the time, expense, and uncertainty of  
15 litigation.

16          9.     The Parties agree to resolve all claims and allegations pertaining to this action  
17 through this Judgment.

18                                   **APPLICABILITY**

19          10.    All provisions of this Judgment shall be binding upon, and apply to the Parties,  
20 including their agents acting within the scope of their agency as well as its successors and assigns  
21 with respect to the conduct described in this Judgment.

22          11.    The City has and will maintain the full power and authority to undertake the duties  
23 and obligations set forth in this Judgment.

24          12.    The City shall use reasonable efforts to notify its City Councilmembers, elected  
25 officials, officers, directors, employees, and agents responsible for carrying out and effecting the  
26 terms of this Judgment and the requirements therein.

27          13.    If a separate entity is established or reorganized so that its functions include  
28 overseeing or otherwise reviewing the operations of the City or any aspect thereof, the City agrees

1 to ensure these functions and entities are consistent with the terms of this Judgment and will  
2 incorporate the terms of this Judgment into the oversight or review functions of the entity as  
3 necessary to ensure consistency.

#### 4 **DEFINITIONS**

5 The following definitions shall be used in construing the Judgment:

6 14. "EFFECTIVE DATE" means the date on which a copy of the Judgment, duly  
7 executed by the Parties, is approved by and becomes a Judgment/Order of the Court. Should  
8 certain terms below precede the Effective Date, the parties agree to be bound by those terms as  
9 conditions prior to entry of this Judgment.

#### 10 **THE CITY'S OBLIGATIONS**

11 15. Adoption of a Housing Element Revision Found to be Substantially Compliant by  
12 HCD. The City shall adopt a Housing Element Revision no later than April 16, 2024, for the Sixth  
13 Cycle 2021-2029 planning period that substantially complies with Housing Element Law, as  
14 determined by HCD. The City shall submit its adopted Housing Element to HCD for HCD's  
15 certification as set forth in Paragraph 16. The Parties acknowledge that HCD certification will not  
16 be final until after the City adopts its Housing Element, Zoning Ordinance Amendments, and  
17 Local Coastal Plan Amendments; the City transmits the adopted documents to HCD and the  
18 California Coastal Commission; and HCD finds the adopted Housing Element substantially  
19 compliant. The Parties will use best efforts to ensure that the City's Local Coastal Plan  
20 Amendments are expeditiously certified by the Coastal Commission. In the event that the Coastal  
21 Commission fails to certify the City's Local Coastal Plan Amendments consistent with the adopted  
22 Housing Element, the Parties shall continue to use best efforts to obtain Coastal Commission  
23 certification as expeditiously as possible, but the failure of the Coastal Commission to certify the  
24 City's Local Coastal Plan Amendments consistent with the adopted Housing Element shall not be  
25 a basis to find either Party in default under this Judgment.

26 16. Milestones and/or Conditions to Ensure Adoption by April 16, 2024. The Parties  
27 agree that the City shall take the following required actions to complete and adopt its Sixth Cycle  
28 Housing Element Revision:

- 1 a. No later than October 13, 2023, the City staff shall publish its revised Draft  
2 Housing Element on the City's website for public review and comment. The  
3 City shall concurrently provide a courtesy copy of the revised Draft Housing  
4 Element to HCD seven calendar days in advance of the City's formal  
5 submittal, or as soon as practicable.
- 6 b. Prior to October 24, 2023, the City will conduct public outreach, which shall  
7 involve publicizing the Housing Element's availability to all individuals and  
8 organizations who provided comments on earlier versions of the Housing  
9 Element, soliciting written and verbal feedback from members of the public,  
10 and holding "Housing Element Office Hours" at City Hall for meetings with  
11 interested stakeholders and/or drop in opportunities for any interested part to  
12 ask questions or provide comments on the Housing Element.
- 13 c. No later than October 24, 2023, the City Council will hold a duly noticed  
14 public meeting to consider the revised Draft Housing Element and provide  
15 direction on any changes to incorporate prior to submitting the revised Draft  
16 Housing Element to HCD.
- 17 d. No later than October 30, 2023, the City will submit the revised Draft  
18 Housing Element to HCD for review.
- 19 e. During HCD's review of the revised Draft Housing Element, City staff will  
20 commence work on the Environmental Assessment, as discussed in  
21 Paragraph 23 below.
- 22 f. HCD shall return its formal written findings to the City no later than  
23 December 15, 2023. No later than December 22, 2023, City staff and HCD  
24 representatives will meet by video conference for at least one hour to review  
25 HCD's comments.
- 26 g. No later than January 2, 2024, the City will release a second revised Draft  
27 Housing Element for a 7-day public review. The City shall concurrently  
28 provide a courtesy copy of the second revised Draft Housing Element to

1 HCD seven calendar days in advance of the City's second formal submittal,  
2 or as soon as practicable.

- 3 h. No later than January 19, 2024, the City will submit the second revised Draft  
4 Housing Element to HCD.
- 5 i. During HCD's review of the revised Draft Housing Element, City staff will  
6 continue work on the Environmental Assessment and commence work on  
7 implementing actions needed to effectuate the Housing Element, including  
8 General Plan Amendments, Zoning Ordinance Amendments, and Local  
9 Coastal Plan Amendments.
- 10 j. HCD shall return its formal written findings to the City no later than March  
11 5, 2024. No later than March 8, 2024, City staff and HCD representatives  
12 will meet by video conference for at least one hour to review HCD's  
13 comments. No later than March 15, 2024, City staff and HCD  
14 representatives will meet by video conference for at least one hour to review  
15 working drafts of the City's response to HCD's comments.
- 16 k. No later than March 26, 2024, the City's Planning Commission will hold a  
17 duly noticed public hearing to consider the Sixth Cycle Housing Element.
- 18 l. No later than April 16, 2024, the City Council will hold a duly noticed  
19 public hearing to adopt the Sixth Cycle Housing Element and any associated  
20 General Plan Amendments and to introduce the Zoning Ordinance  
21 Amendments and Local Coastal Plan Amendments for their first reading.
- 22 m. No later than April 17, 2024, the City will submit the Adopted Housing  
23 Element and copies of the ordinances introducing the Zoning Ordinance  
24 Amendments and Local Coastal Plan Amendments to HCD.
- 25 n. No later than May 7, 2024, the City will conduct the second reading of and  
26 adopt the Zoning Ordinance Amendments and Local Coastal Plan  
27 Amendments.

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1 o. No later than May 8, 2024, and consistent with Government Code section  
2 65588(e)(4)(C)(iii) (which prohibits any finding of substantial compliance  
3 with Housing Element Law until the City completes all required rezoning),  
4 the City shall submit to HCD its adopted rezoning ordinance and its adopted  
5 LCP Amendments with evidence that the LCP Amendments were  
6 transmitted to the California Coastal Commission for its review and  
7 certification.

8 p. Each deadline in Paragraph 15 and this Paragraph 16 may be extended  
9 pursuant to the terms of Paragraph 19, below.

10 17. Sixth Cycle Housing Element Revision and the City's Public Participation  
11 Requirements. The City shall comply with all statutory requirements with regard to its public  
12 participation efforts including provisions to make a diligent effort to reach all economic segments  
13 of the community pursuant to Government Code section 65583(c)(9) and public noticing pursuant  
14 to Government Code section 65585(b)(1). The Parties agree that the public participation efforts  
15 described in Paragraph 16 satisfy the City's statutory requirements regarding public participation.  
16 Nothing in this section precludes HCD from receiving and/or considering public comments as  
17 required pursuant to Government Code section 65585(c).

18 **ADDITIONAL PROVISIONS**

19 18. RHNA Credit for Planned Navy Development on Naval Amphibious Base (NAB).  
20 Based on current information shared from the Navy with respect to its planned housing  
21 development for enlisted personnel on NAB Coronado, HCD agrees that 374 planned Navy  
22 housing units meet the Health and Safety Code section 17958.1 definition of an "efficiency unit"  
23 and census definition of "separate living quarters." The 374 Navy housing units shall, based on  
24 current information shared from the Navy, be counted as units available as affordable to lower  
25 income households to accommodate the City's RHNA, subject to the following conditions:

26 a. Beginning on October 3, 2023, the City shall provide to HCD (1) data  
27 pertaining to unit affordability by housing income category for the Navy's  
28 planned development, (2) a general schedule demonstrating expected

1 development timelines, and (3) an agreement from the City that it is  
2 reporting new units actually created by the Navy to the California  
3 Department of Finance. The above information shall also be incorporated  
4 into the City's Adopted Housing Element programs.

- 5 b. No Net Loss Adjustments. The City's Housing Element shall include  
6 programs to consult with the Navy on an annual basis regarding the Navy's  
7 progress towards building the 374 planned housing units on NAB Coronado  
8 and, if necessary, make adjustments during the planning period. Should the  
9 Department of Defense provide the City written notice that they intend to  
10 construct fewer than 374 housing units, that changes are made to unit  
11 affordability by housing income category, or that the Navy's planned  
12 development schedule has been substantially delayed such that no housing  
13 construction will be commenced during the current planning period, the City  
14 shall implement programs included in its Housing Element requiring the  
15 City to make additional adequate sites available in its Housing Element  
16 throughout the Sixth Cycle in accordance with subdivisions (b) and (c) of  
17 Government Code section 65863.

18 19. Technical Assistance from HCD. HCD shall provide the City with technical  
19 assistance with its Sixth Cycle Housing Element Revision as follows:

- 20 a. HCD staff will commit to at least 2.5 hours per month in technical assistance  
21 telephone calls with the City, with additional time provided as capacity  
22 permits. In connection with these technical assistance telephone calls, the  
23 City agrees to make good faith, reasonable progress on the housing element  
24 revision process between these calls.
- 25 b. In order to ensure efficiency in the technical assistance provided by HCD  
26 during the housing element review process, the City agrees to make all  
27 revisions and edits to its housing element in track changes, or to devise some  
28 other method of highlighting all revisions and edits to the housing element,



1 such that HCD can quickly identify and review the City's revisions and  
2 edits.

3 c. In order to allow the City to make timely and efficient revisions to its  
4 housing element in response to HCD comments, HCD agrees to provide its  
5 formal written findings in response to the City's revised and second revised  
6 draft Housing Element by December 15, 2023, and February 20, 2024,  
7 respectively. Each formal written findings letter will consist of a single set of  
8 consolidated comments that identify specific deficiencies in the City's draft  
9 housing element and that explains what specific analysis or text HCD  
10 expects the City to provide to remedy the deficiency. HCD will provide the  
11 City with informal technical assistance, including sample language from  
12 other certified housing elements, as applicable, under separate cover from its  
13 formal written findings letters. Moreover, HCD agrees that each written  
14 findings letter shall be exhaustive at the time of their submission, meaning  
15 that it will not identify comments for the first time in subsequent reviews  
16 that it could have raised in earlier reviews but did not identify, for whatever  
17 reason. This provision does not preclude HCD from identifying new  
18 comments on subsequent reviews based on information not previously  
19 available to HCD in its prior review.

20 d. To the extent that HCD is unable to meet its specific deadlines set forth in  
21 Paragraphs 16 or 19, the deadlines for the City's performance in Paragraphs  
22 15 and 16 shall be extended to account for delays attributable to HCD's  
23 failure to meet a specific deadline.

24 20. Compliance with No Net Loss. The City shall maintain sites sufficient to  
25 accommodate Regional Housing Needs Allocation throughout the Sixth Cycle planning period  
26 consistent with Government Code section 65863.

27 21. Compliance with the Housing Accountability Act (HAA). The City shall comply  
28 with all provisions of the HAA, including but not limited to Government Code section 65589.5(d).

1 The City acknowledges, for the benefit of third parties, that until it has adopted a housing element  
2 that is in substantial compliance with the Housing Element Law as set forth in Paragraph 15, or  
3 upon a court's determination that the City is in substantial compliance, the City cannot make  
4 findings under Government Code section 65589.5(d)(1) or (d)(5), and it shall not deny a housing  
5 development project for very low-, low-, or moderate-income households, as defined under  
6 Government Code section 65589.5(h)(3), on the basis that the project is inconsistent with the  
7 City's zoning ordinance and general plan land use designation.

8       22. Compliance with Duty to Affirmatively Further Fair Housing. The City shall  
9 administer its programs and activities relating to housing and community development in a manner  
10 to affirmatively further fair housing, and to take no action that is materially inconsistent with its  
11 obligation to affirmatively further fair housing, consistent with Government Code section 8899.50

12       23. Compliance with Government Code section 65759. The Judgment will require the  
13 City to bring its Housing Element (a mandatory element of its general plan) into compliance with a  
14 court order under Article 14 of Chapter 3 of Division 1 of Title 7 of the California Government  
15 Code. Accordingly, as provided in Government Code Section 65759, CEQA shall not apply to the  
16 City's adoption of the Housing Element or any implementing actions (including, without  
17 limitation, amendments to other General Plan elements, amendments to the City's LCP and  
18 certification of the same by the Coastal Commission, and amendments to the City's Zoning  
19 Ordinance or other Municipal Code provisions identified in the Housing Element); however, the  
20 City shall comply with the provisions of Government Code Section 65759 requiring preparation of  
21 an initial study and, if necessary, an environmental assessment, prior to adoption of the Housing  
22 Element.

23                                   **ENFORCEMENT OF JUDGMENT AND REMEDIES**

24       24. Failure to Comply with Agreed-Upon Terms. Until the City comes into compliance  
25 with the terms of the Judgment, as set forth herein, the City may be subject to one or more of the  
26 provisions set forth under Government Code section 65755, subdivision (a).

27       25. Remedies Upon Violation. Immediately upon the City's failure to comply with any  
28 of the terms of the Judgment following notice and an opportunity to cure as provided in Paragraph

1 27, the State shall file an order to show cause on an ex parte basis with the Court. Upon a finding  
2 that the City failed to comply with any of the terms in the Judgment, the Court shall elect any or  
3 all provision(s) set forth under Government Code section 65755, subdivision (a), as remedies for  
4 the City's violation(s). The Court's elected remedy may modify the remedies in Government Code  
5 section 65755 so as to ensure compliance with housing element law and to maximize the City's  
6 ability to meet its RHNA for the current cycle, with a particular emphasis on meeting its low- and  
7 very low-income RHNA. Should the City continue to fail to comply with any of the terms of the  
8 executed Agreement within a reasonable period following a court order pursuant to Paragraphs 24  
9 and 25, the State retains the ability to file a renewed order to show cause seeking any additional  
10 remedies under Government Code section 65755, and any other remedies available at law.

11 26. Statutory Penalty Pursuant to Government Code section 65585. In the event that the  
12 City does not adopt a Sixth Cycle Housing Element that HCD or the Court finds substantially  
13 complies with the law within 12 months of the EFFECTIVE DATE of this Judgment, the statutory  
14 penalties under Government Code section 65585 shall apply.

15 27. Opportunity to Cure. Prior to enforcing this Judgment, the State shall provide written  
16 notice identifying the terms with which the City has failed to comply. The State shall allow a  
17 reasonable time to cure of 15 business days after the City's receipt of written notice before seeking  
18 enforcement of the Judgment. To the extent the City must call a special session of its governing  
19 bodies (including the City Council) to timely cure any failure to comply with the Judgment, the  
20 City shall call such special session.

#### 21 **SATISFACTION OF JUDGMENT AND RELEASE**

22 28. Execution of this Judgment shall constitute full and final resolution of all disputes  
23 related to this action.

24 29. Nothing in this Judgment shall be construed to limit the authority or ability of the  
25 Attorney General to assert its right to protect the interests of the State of California or the people  
26 of the State of California. This Judgment shall not bar the Attorney General or HCD from  
27 investigating and enforcing laws, regulations, or rules against the City for conduct not covered by  
28 this Judgment. Further, nothing in this Judgment precludes or affects the Attorney General's right

1 to determine and ensure compliance with this Judgment or individual Petitioners' right to seek  
2 enforcement of this Judgment.

3 30. This Judgment shall be deemed satisfied once all obligations under the provisions of  
4 this Judgment are fulfilled.

5 31. With the exception of the provisions on enforcement and remedies set forth in this  
6 Judgment, this Judgment releases and forever discharges any civil claim for damages, costs,  
7 attorneys' fees, or penalties of any kind against the City by HCD and the People related to the  
8 City's failure to timely adopt its updated housing element for the Sixth Cycle 2021-2029 Planning  
9 Period.

10 32. The Attorney General representing both the People and HCD in this action executes  
11 this release in his, her, or their official capacity and releases only claims belonging to the Attorney  
12 General and HCD.

13 33. The State shall bear their own fees and costs, and the City shall bear its own fees and  
14 costs with respect to any claims against the State

15 34. This Judgment may be enforced only by the Parties hereto.

16 **MISCELLANEOUS PROVISIONS**

17 35. Nothing in this Judgment shall be construed as relieving the City of the obligation to  
18 comply with all local, state, and federal laws, regulations, or rules.

19 36. If any portion of this Judgment is held invalid by operation of law, the remaining  
20 terms of this Judgment shall not be affected and shall remain in full force and effect.

21 37. The terms of this Judgment shall be governed by the laws of the State of California.

22 38. This Judgment contains the complete agreement entered into by the Attorney General,  
23 HCD, and the City related to the conduct at issue. No promises, representations, or warranties  
24 other than those set forth in this Judgment have been made by the Attorney General, HCD, or by  
25 the City. This Judgment supersedes all prior communications, discussions, or understandings  
26 regarding the City's alleged conduct.

27 39. The Judgment may be modified by a stipulation of the Parties as approved by the  
28 Court, or by court proceedings resulting in a modified judgment of the Court.

1           40. Any failure by any party to this Judgment to insist upon the strict performance by any  
2 other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the  
3 provisions of this Judgment, and such party, notwithstanding such failure, shall have the right  
4 thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.

5           41. The use of headings in this Judgment is only for ease of reference, and the headings  
6 have no legal effect and are not to be considered part of this Judgment.

7           42. Jurisdiction is retained by the Court, under Code of Civil Procedure section 664.6, for  
8 the purpose of enabling any party to the Judgment to apply to the Court at any time for such  
9 further orders and directions as may be necessary or appropriate for the construction or carrying  
10 out of this Judgment for enforcement of compliance herewith, and for the punishment of violations  
11 hereof, if any.

12           43. The Parties agree and represent that any persons signing a stipulation for entry of this  
13 Judgment are authorized by proper authorities to execute such stipulation on their behalf.

14           44. This Judgment may be executed in counterparts, and a facsimile or digital signature in  
15 pdf format shall be deemed to be, and shall have the same force and effect as, an original  
16 signature.

17           45. All notices shall be provided in writing to the following via email and overnight mail.

18 For the City:

19           Johanna Canlas  
20           City Attorney  
21           Coronado City Hall  
22           1825 Strand Way  
23           Coronado, CA 92118

24           Eric Phillips  
25           Burke, Williams & Sorenson LLP  
26           1 California Street, Suite 3050  
27           San Francisco, CA 94111

28 For the State:

          David Pai  
          California Department of Justice, Office of the Attorney General  
          1515 Clay Street, Fl. 20  
          Oakland, CA 94612

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Jackie Vu  
California Department of Justice, Office of the Attorney General  
300 S. Spring Street, Ste. 1702  
Los Angeles, CA 90013

Any Party may update its designee or address by sending written notice to the other Party informing them of the change.

46. The Clerk is ordered to enter this Judgment forthwith.

**APPROVAL BY COURT**

APPROVED FOR FILING and SO ORDERED this 8<sup>th</sup> day of NOVEMBER,  
2023.

\_\_\_\_\_  
Judge of the Superior Court