



COUNCIL LATE AGENDA ITEMS

Council Meeting
August 12, 2025

Memo-Hot File

To: Honorable Mayor and City Council
From: Christopher Cash, Public Works Director 
Through: Tom Kisela, Interim City Manager 
Date: August 8, 2025
Re: Agenda Item 9.2-Memorandum of Agreement between the City of Orange and the Mabury Ranch Homeowner's Association for tree maintenance

The agreement that was included with the initial release of the Agenda for the August 12, 2025 Council meeting was an older version of the agreement. That agreement was included in the agenda packet by error.

Attached is the most recent version of the agreement which the Council will consider at the August 12th meeting.

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN CITY OF ORANGE AND
THE MABURY RANCH HOMEOWNER'S ASSOCIATION
[Tree Maintenance]**

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into on this _____ day of _____, 2025 ("Effective Date"), by and between the City of Orange, a California municipal corporation ("City"), and The Mabury Ranch Homeowners Association ("MRHOA"), a homeowners association organized and existing under the laws of California.

WHEREAS, the City and MRHOA recognize the importance of maintaining trees within the Mabury Ranch community for the safety, aesthetic, and environmental benefits it provides;

WHEREAS, the City has in place Ordinance No. 03-18, regarding tree preservation, as well as the Department of Public Works Standard Specifications for Planting, Removal and Maintenance of Street Trees and Shrubs, Orange Municipal Code 12.28.030 ("DPW Tree Specifications");

WHEREAS, the City has the necessary resources and expertise for the maintenance, including pruning, removal, tree stump removal and replanting, of trees within the MRHOA community;

WHEREAS, the City now accepts responsibility for the tree maintenance of the trees identified in Exhibit A, following the DPW Tree Specifications; and

WHEREAS, this MOA constitutes the entire understanding of the Parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein;

NOW, THEREFORE, the City and MRHOA hereby agree as follows:

1. Tree Maintenance Responsibility:

a. The City shall be responsible for the maintenance, including pruning, removal, tree stump removal and replanting, of trees located within the MRHOA community, which trees are identified in the attached Exhibit A, hereby incorporated to this MOA as though fully set forth again herein. The parties agree that Exhibit "A" serves as a reference for the location of the City's tree maintenance responsibilities outlined in this MOA and this map supersedes any prior maps or agreements, whether written or oral.

b. Tree maintenance or removal shall be performed under the direction of the City, and in compliance with the DPW Tree Specifications.

c. Upon prior written notice by the City of no less than forty eight (48) hours of maintenance work to be performed, the MRHOA shall use its best efforts to obtain cooperation by its members to permit access to City personnel for the purpose of tree maintenance as required.

d. MRHOA shall promptly communicate if concerns about tree safety arise so the City can quickly assess potential risks.

e. City's Field Services Manager ("City's Project Manager") shall be the person to whom MRHOA will report concerns to.

2. Liability:

a. The City shall not be held liable for any damages or liabilities arising from the trees that MRHOA is responsible for maintaining which are not designated on Exhibit A. However, the City shall remain liable and responsible for all trees for which they have maintenance responsibility, including trees designated in Exhibit A.

b. In the event of a claim or liability arising from a City tree as identified in Exhibit A and incorporated by reference herein, MRHOA shall:

- i. Notify the City within 60 days of becoming aware of such claim or liability.
- ii. Provide the City with all relevant information and documentation related to the claim or liability, including but not limited to photographs, incident reports, and witness statements.
- iii. Cooperate fully with the City in the investigation of the claim or liability.

c. MRHOA acknowledges and agrees that it shall maintain adequate liability insurance coverage.

3. Duration:

This MOA shall be effective as of the Effective Date and shall remain in force until both parties provide mutual written notice of termination, with a minimum of 30 days.

4. Cost Sharing:

MRHOA acknowledges and agrees that it shall reimburse the City not to exceed \$16,000.00 (SIXTEEN THOUSAND DOLLARS and NO CENTS) for the cost of the initial pruning the trees, as identified in Exhibit A and incorporated by reference herein.

The City acknowledges and agrees that it will be responsible for the costs of the removal and/or maintenance of the trees, as identified in Exhibit A and incorporated herein.

MRHOA has an interest in the replanting of trees as stated in the Recitals above. MRHOA is willing to participate in the replanting of City approved trees and making modifications to planter areas to accommodate new trees where necessary, in City selected areas, on Cannon, Serrano Avenue, Mt. McKinley, Yellowstone Blvd., and Orange Park Blvd. (that are immediately adjacent to the Mabury development), and MRHOA will reimburse the City up to and not to exceed \$5,000.00 in 2025, and MRHOA will reimburse the City up to and not to exceed an additional \$5,000.00 in 2026 for such replanting. Any trees planted shall remain the maintenance obligation of the City.

This MOA does not alter the City's obligations and maintenance responsibilities pursuant to the Orange Municipal Code or any other applicable code or ordinance concerning tree maintenance and preservation in the City of Orange.

5. Amendments:

This MOA may only be amended in writing executed by both parties.

6. Superseding Clause:

This MOA supersedes any prior agreements, understandings, or representations, ordinances, council meeting agendas, developer correspondence, whether written or oral, between the City and MRHOA relating to tree maintenance and liability within the Mabury Ranch community.

7. Governing Law and Venue:

This Agreement shall be construed in accordance with and governed by the laws of the State of California and parties agree to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

8. Integration:

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

9. Notice:

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"THE MABURY RANCH
HOMEOWNER'S ASSOCIATION"

"CITY"

Nathan Swanek, President
c/o Morgan Bomboy,
Tritz Professional Management
1525 E. 17th St, Suite "A"
Santa Ana CA, 92705
Email: morgan@tpms.net
Telephone No.: 714-557-5900

City of Orange
300 E. Chapman Avenue
Orange, CA 92866
Attn: Field Services Manager

Email: pwinfo@cityoforange.org
Telephone No.: 714-532-6480

With a copy to:

Tinnelly Law Group
33332 Valle Road, Suite 100
San Juan Capistrano, CA 92675
ntomic@tinnellylaw.com

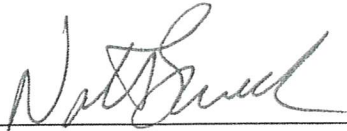
10. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures. The signature of Nathan Swanek on behalf of The Mabury Ranch Homeowners Association shall only be valid until and through September 1, 2025, unless this MOA has been fully executed by both Parties, after which Mr. Swanek's signature (and the Association's offer) shall be automatically withdrawn and of no effect.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this MOA as of the year and day first above written.

**"MABURY RANCH
HOMEOWNERS ASSOCIATION"**

*By: 
Nathan Swanek, President

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian,
Senior Assistant City Attorney

√

EXHIBIT "A"

SCOPE OF SERVICES AND MAP OF CITY
MAINTAINED TREES

[Beneath this sheet.]

MABURY RANCH

TREE MAINTENANCE AGREEMENT

(ALL NOTED TREES ARE WITHIN THE PUBLIC RIGHT-OF-WAY)

Serrano Avenue Between Curb and Block Wall

- Canary Island Pines
- Eucalyptus
- Grape Myrtle

Mt. McKinley Boulevard

- Elms – Median Tree
- Eucalyptus – Both Sides Along The Block Walls

Yellowstone Boulevard

- Elms – Median Tree
- Liquid Amber – Median Tree
- Eucalyptus – Both Sides Along The Block Walls

Orange Park Boulevard

- Bradford Pears – Median Tree
- Liquid Amber – Median Tree
- Eucalyptus – Both Sides Along The Block Walls

Cannon Street Between Curb and Block Wall

- Canary Island Pines
- Eucalyptus

Taft Extension – North Side Along The Block Wall

- Acacia
- Eucalyptus
- Sycamore
- Xylosma

March 21, 2025

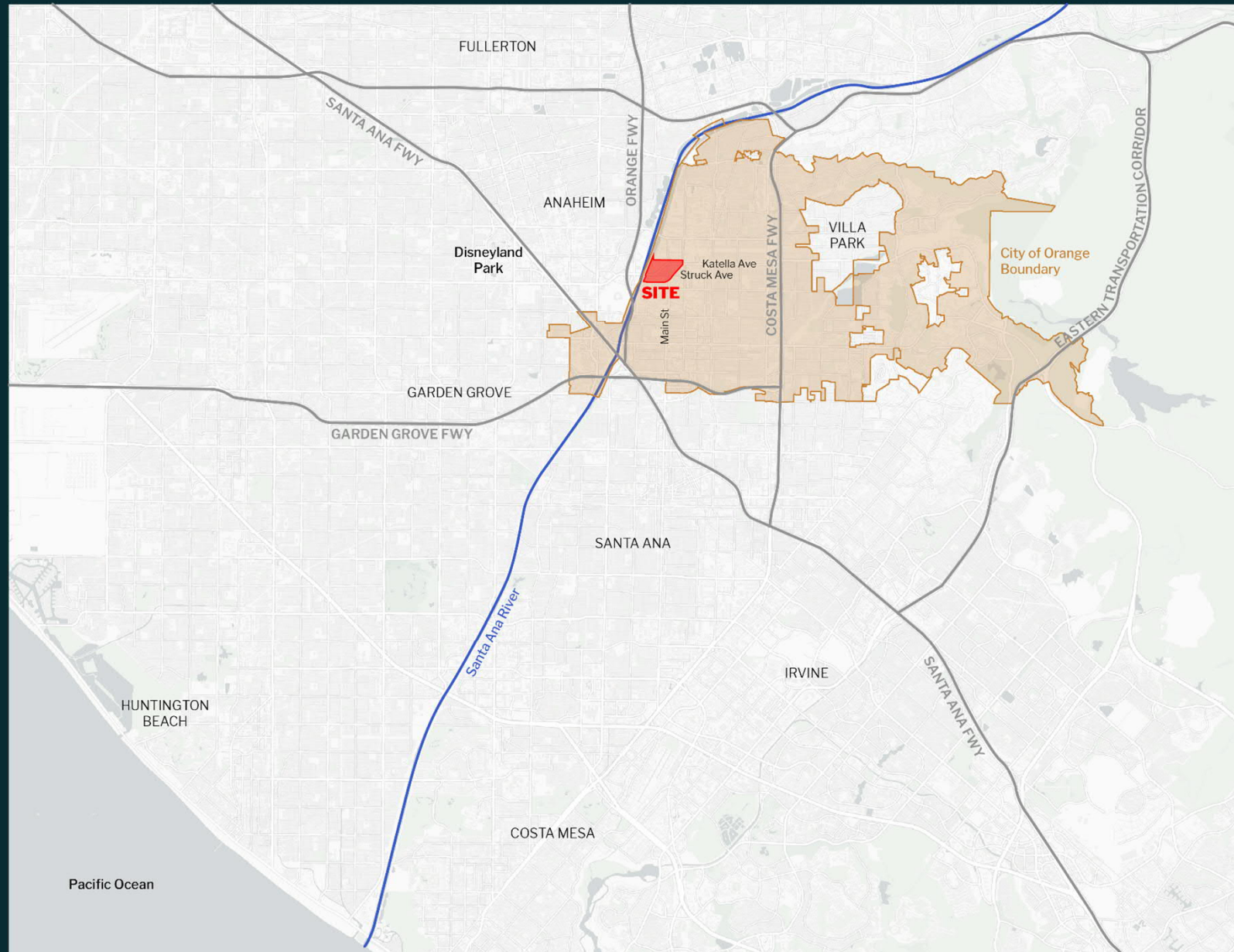
August 12, 2025 City Council Meeting

PowerPoint Presentations



SITE

ORANGE YARDS STUDY AREA



The Project Site encompasses approximately 120 acres in the northwest gateway area of the City of Orange, across the Santa Ana River and the City of Anaheim OC Vibe development.

Area

Approx. 120 acres

Land Uses

Industrial
Commercial
Residential
Mixed-Use

Key Industries

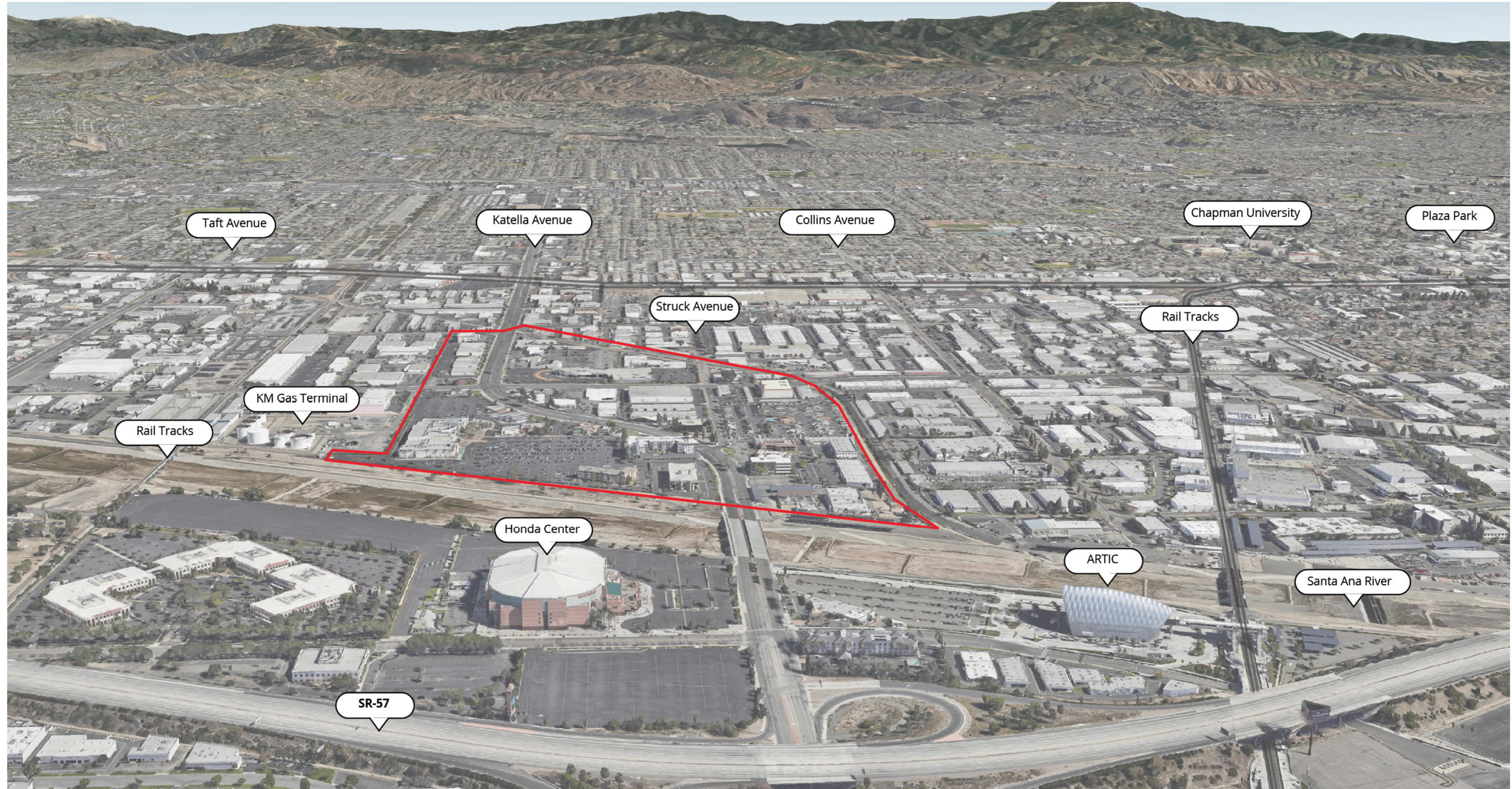
SC Fuels
MSI
Medical
Higher Education

Access

Highway
ARTIC
Santa Ana River Trail

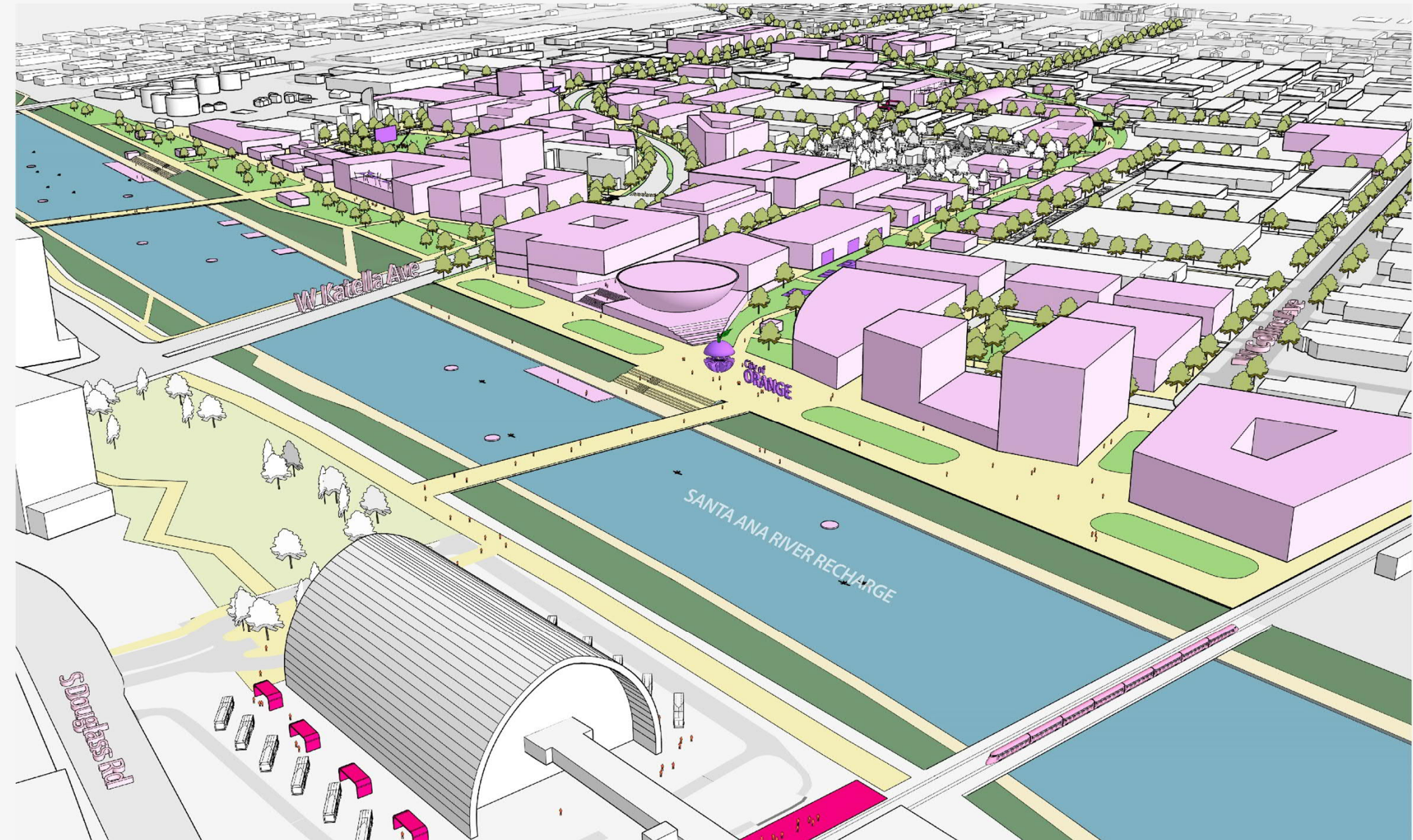


PROJECT AREA

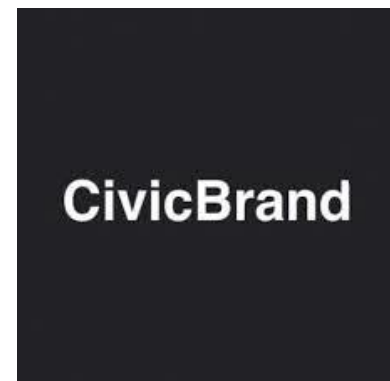


PROJECT GOALS

- 01 Develop a Vision
- 02 Create a Vibrant District
- 03 Encourage Place Making
- 04 Foster Economic Development & Partnerships
- 05 Establish a Brand Identity



THE TEAM



MISSION

Our mission is to [connect](#) the city with industry leaders, property owners, real estate professionals, community organizations, and other stakeholders and establish the [foundation](#) for strong and long-standing [partnerships](#) that result in an [authentic and vibrant district](#).

COMMUNITY ENGAGEMENT



Photo from the Workshop showing participants engaging with visioning material

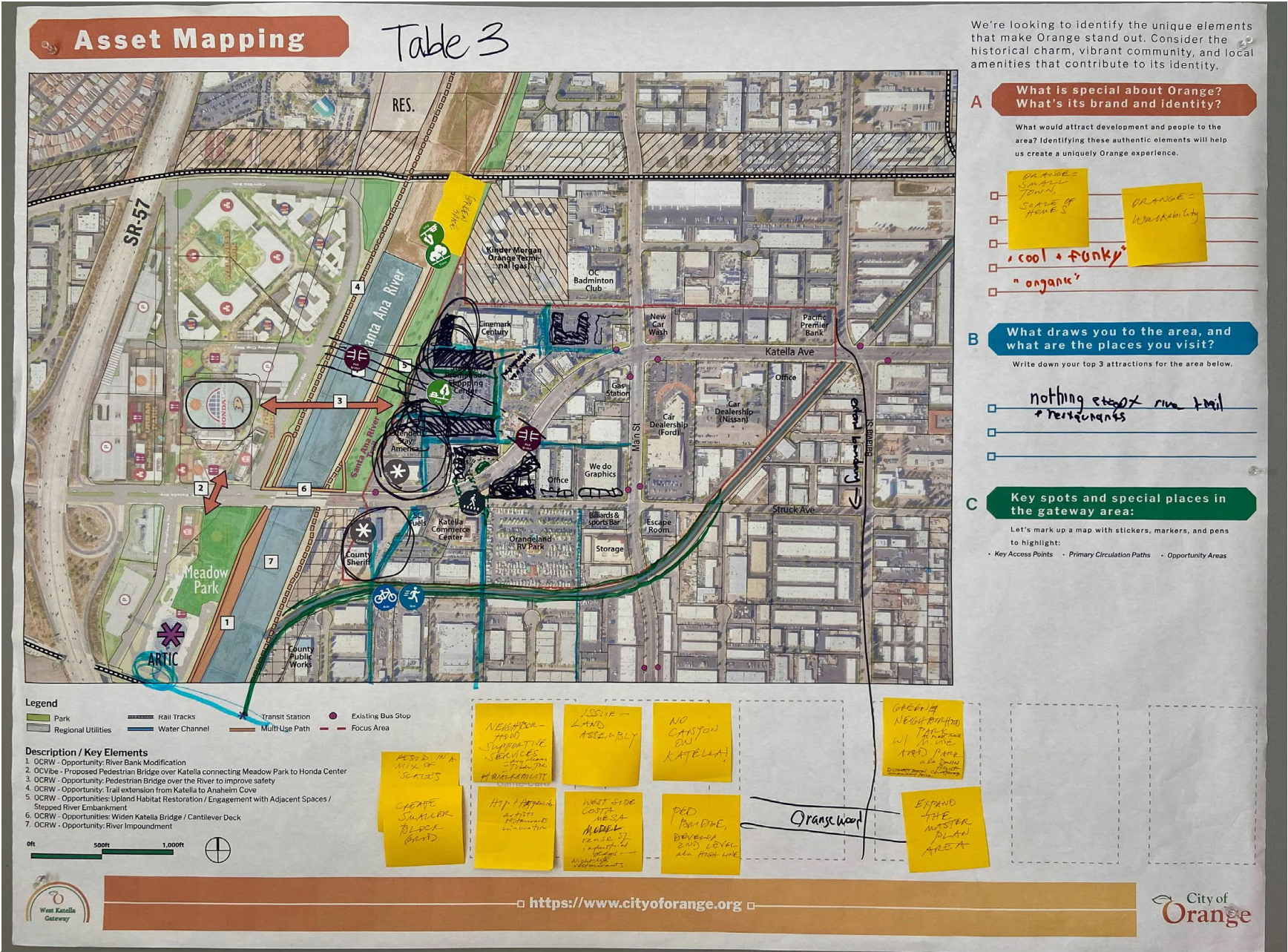


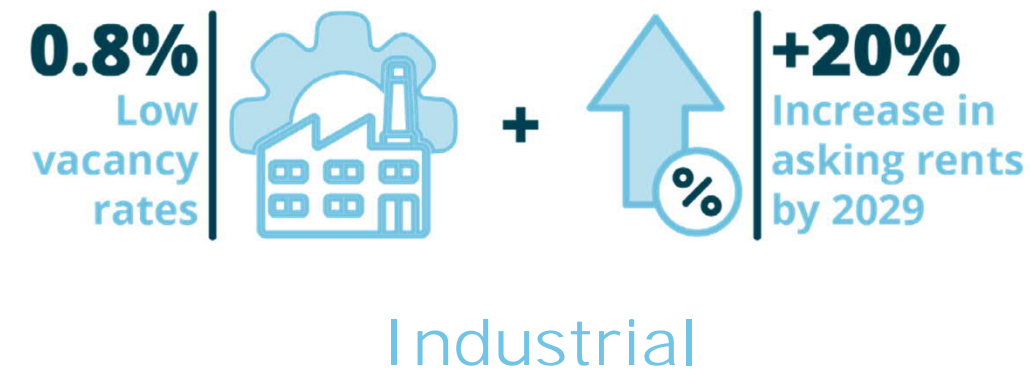
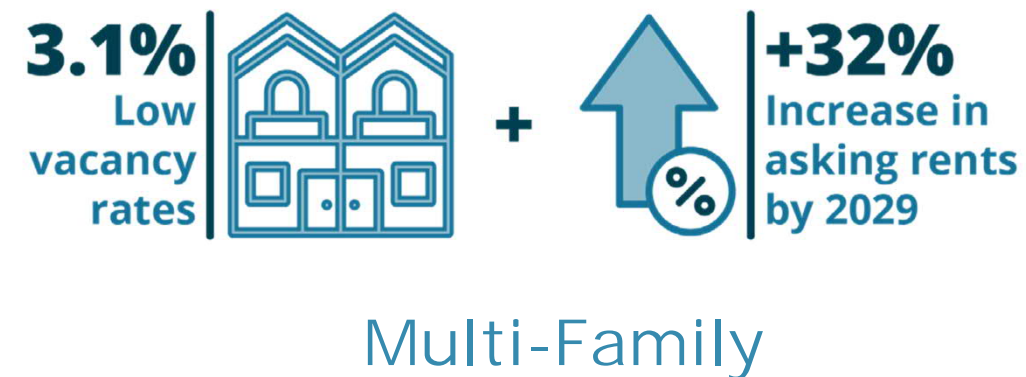
Photo from the Workshop showing feedback received from Table 3

ASSETS

- Central location and a gateway to the city
- Near OC Vibe and Angels Stadium
- Regional transit facilities (Artic) nearby
- Broad range of entertainment uses (Cinemark, Escape Room, Billiards & Sports bar, Indoor Climbing Gym)
- Low-cost lodging (RV Park & Extended Stay America)
- Emerging multi-family residential
- Regional utilities (Electrical lines & Gas Terminal)
- Santa Ana River Trail (approx. 70 miles)



MARKET & ZONING ANALYSIS



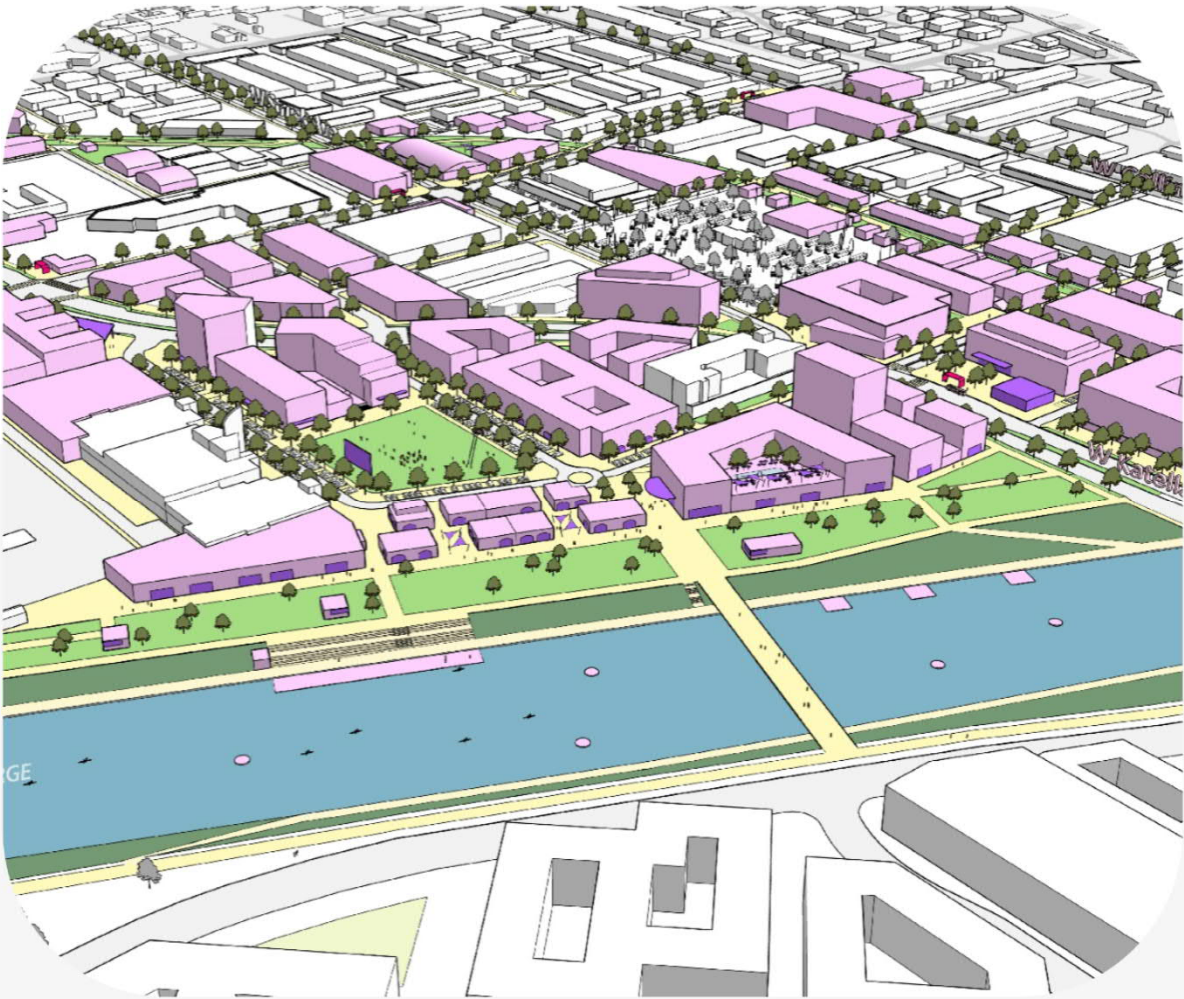
Key Takeaways

- Housing can drive growth
- Retail is about experience
- Unique and innovative mixed-use development
- River-fronting experiences
- Creative and adaptive re-use
- Catalytic spaces
- Flex Space

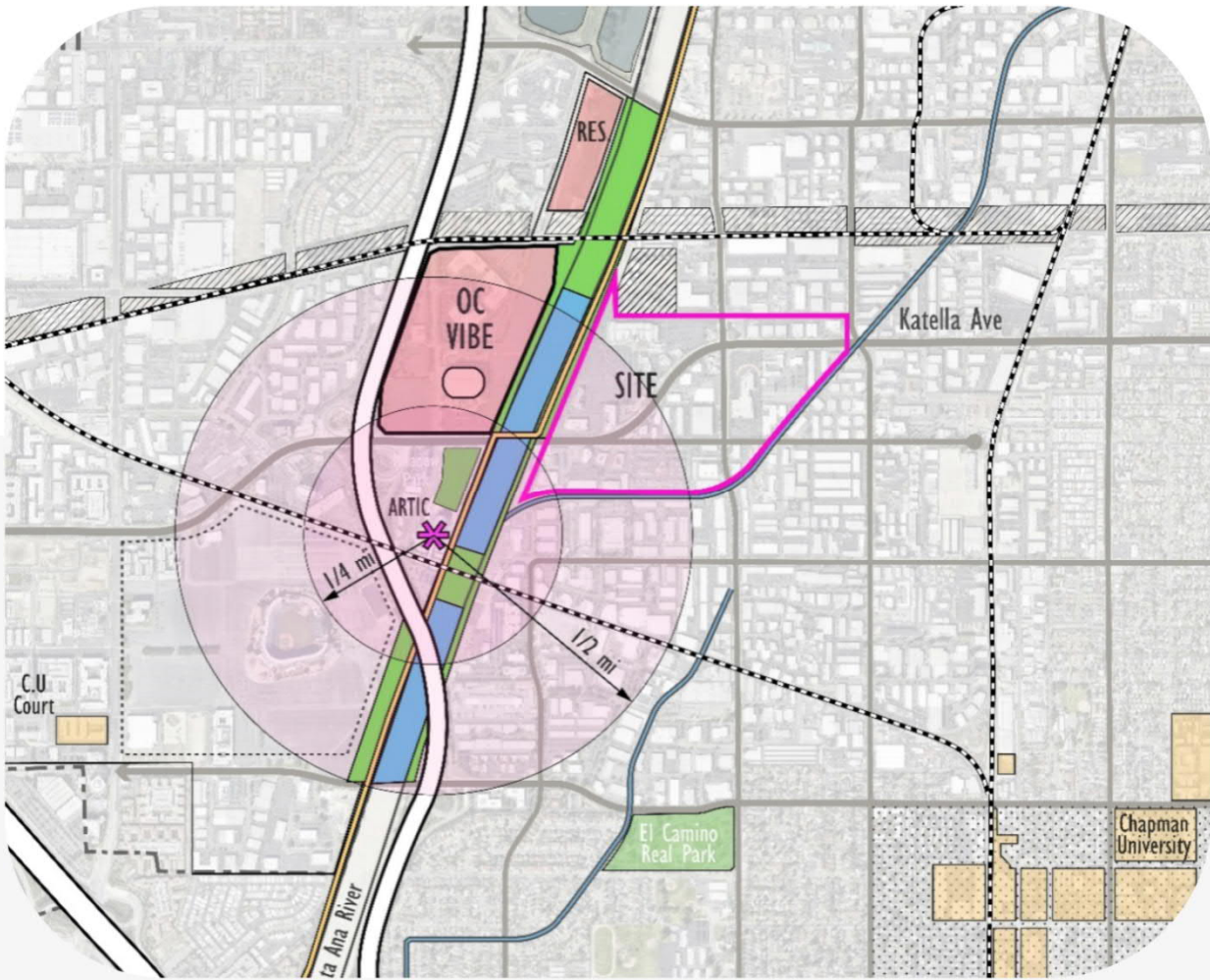


OPPORTUNITIES

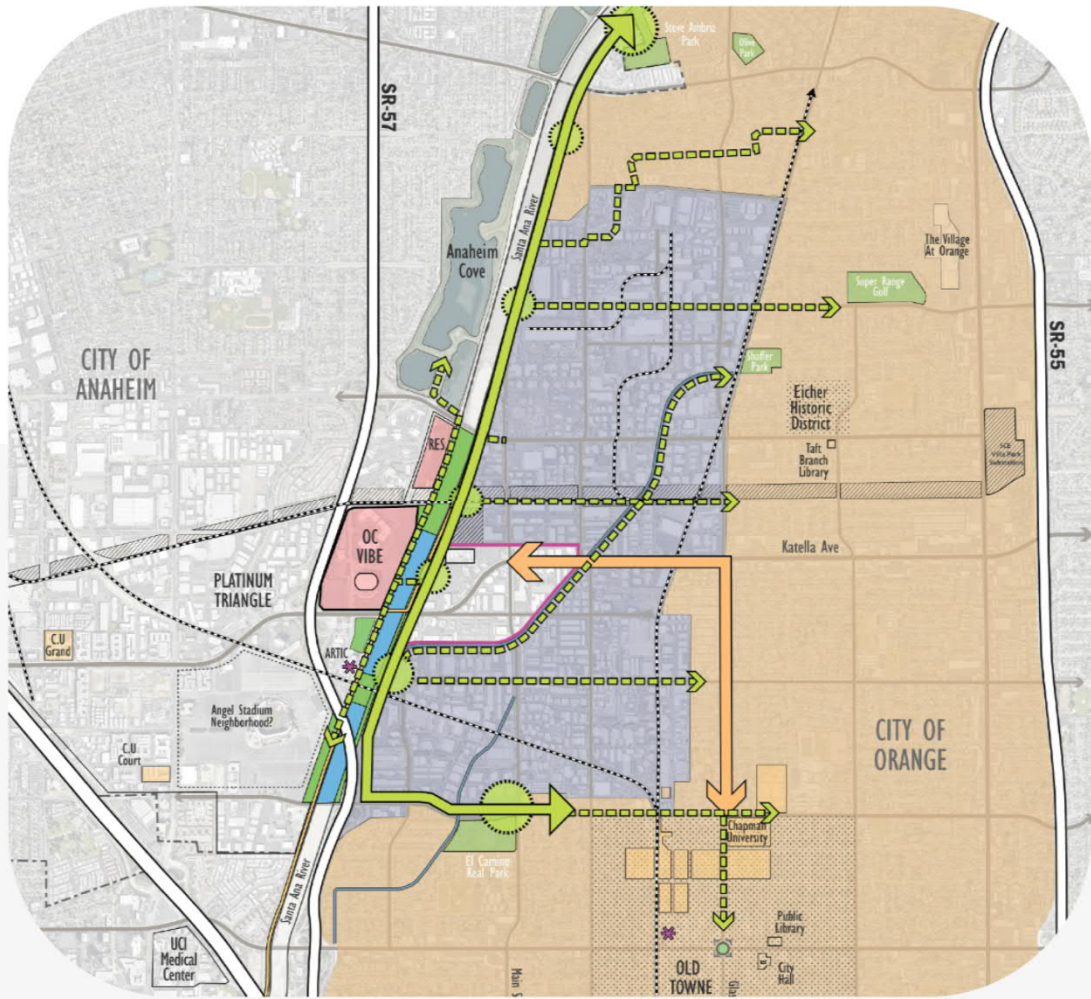
A VISION FOR THE GATEWAY



District



Transit-Oriented Development



Connectivity



OPPORTUNITIES

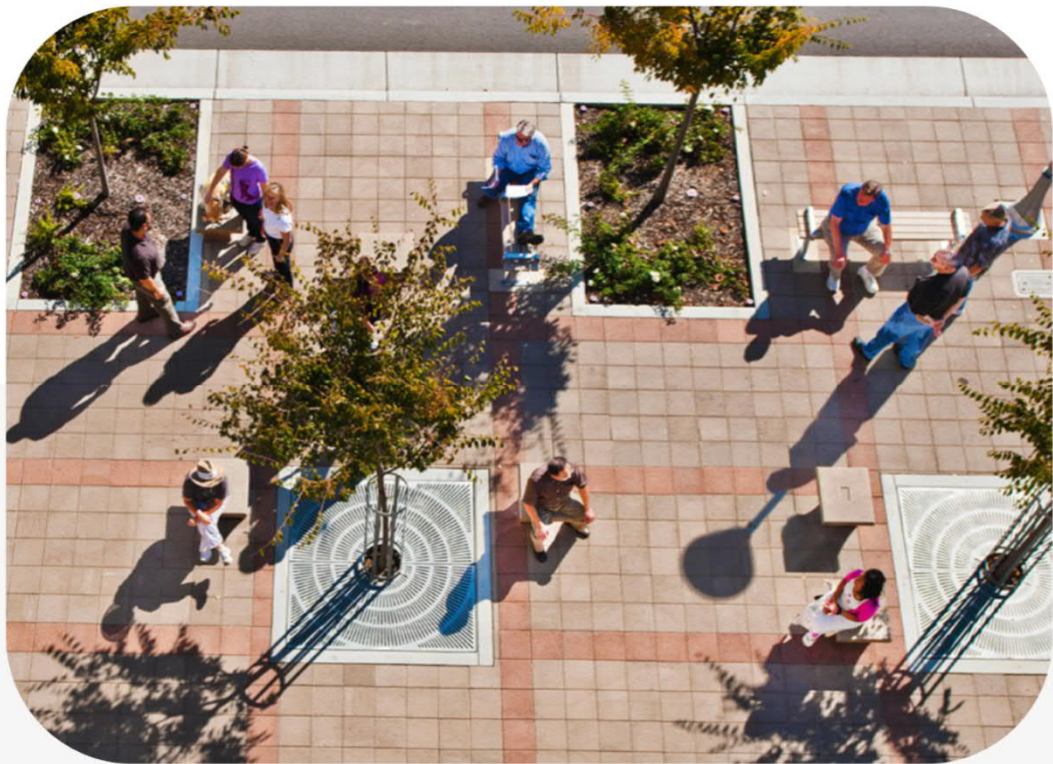
A VISION FOR THE GATEWAY



Innovation & Partnerships



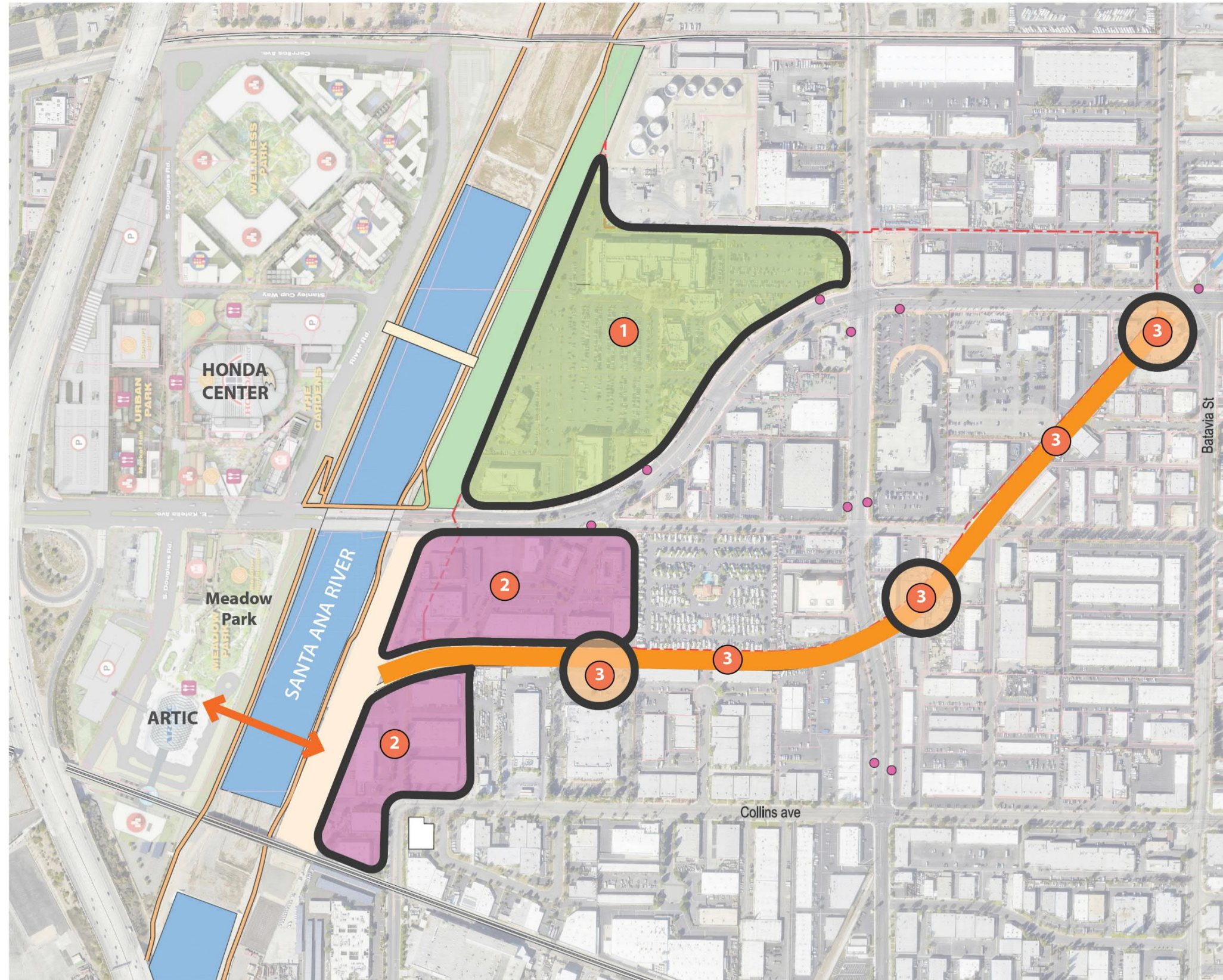
Riverpark Esplanade



Enhanced Streetscape



THE FRAMEWORK



1

Recreation & Entertainment District



2

Innovation & Entrepreneurial Hub

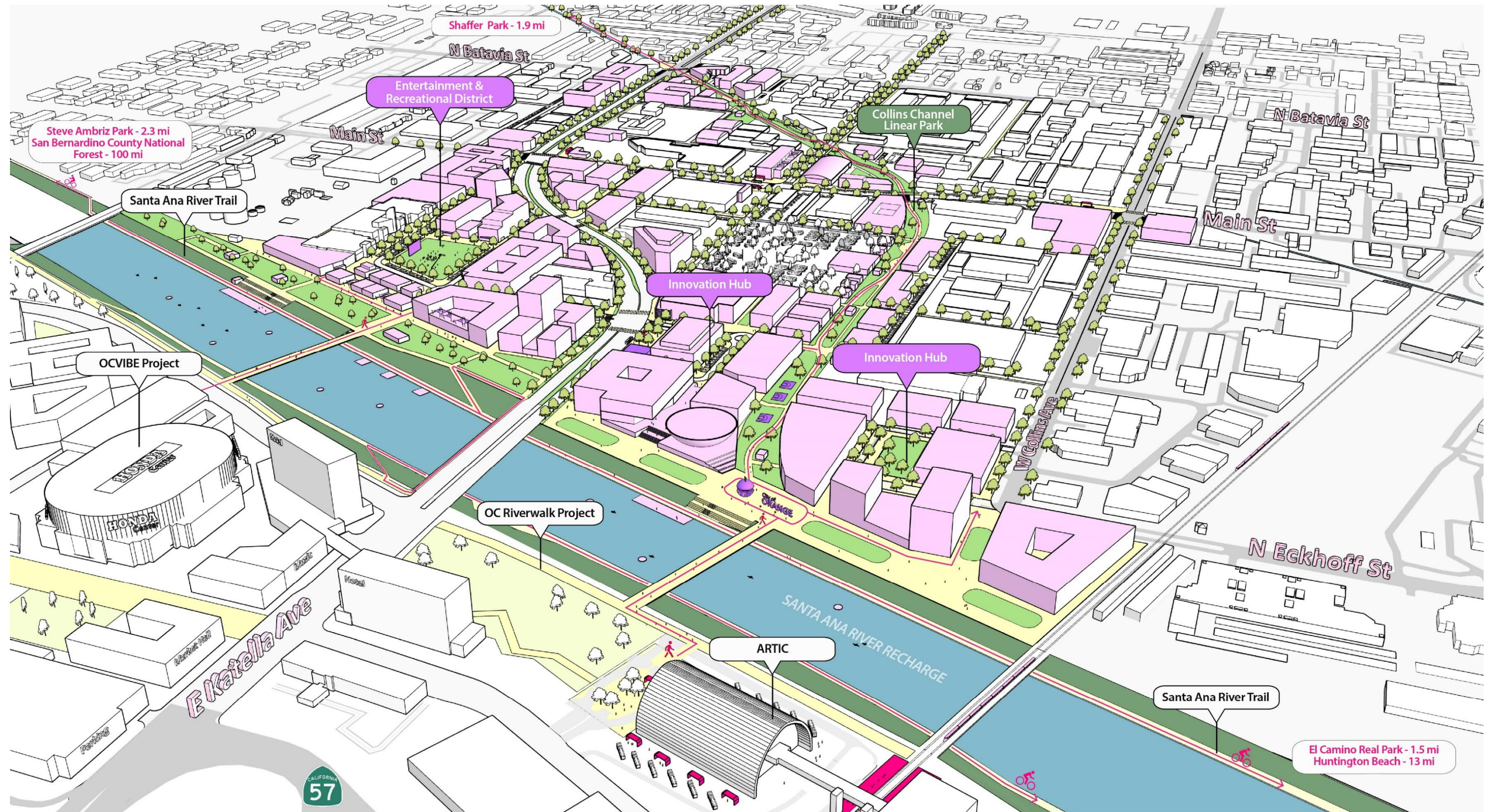


3

Linear Park & Urban Trail



THE VISION



Recreation and Entertainment District

- E

Event Park
- F

Walkable Streets
- G

Activation on West Katella Ave.



Photo of Chicken N Pickle Entertainment Complex



Aerial view of West Katella Ave/Entertainment & Recreation District - Looking Northwest

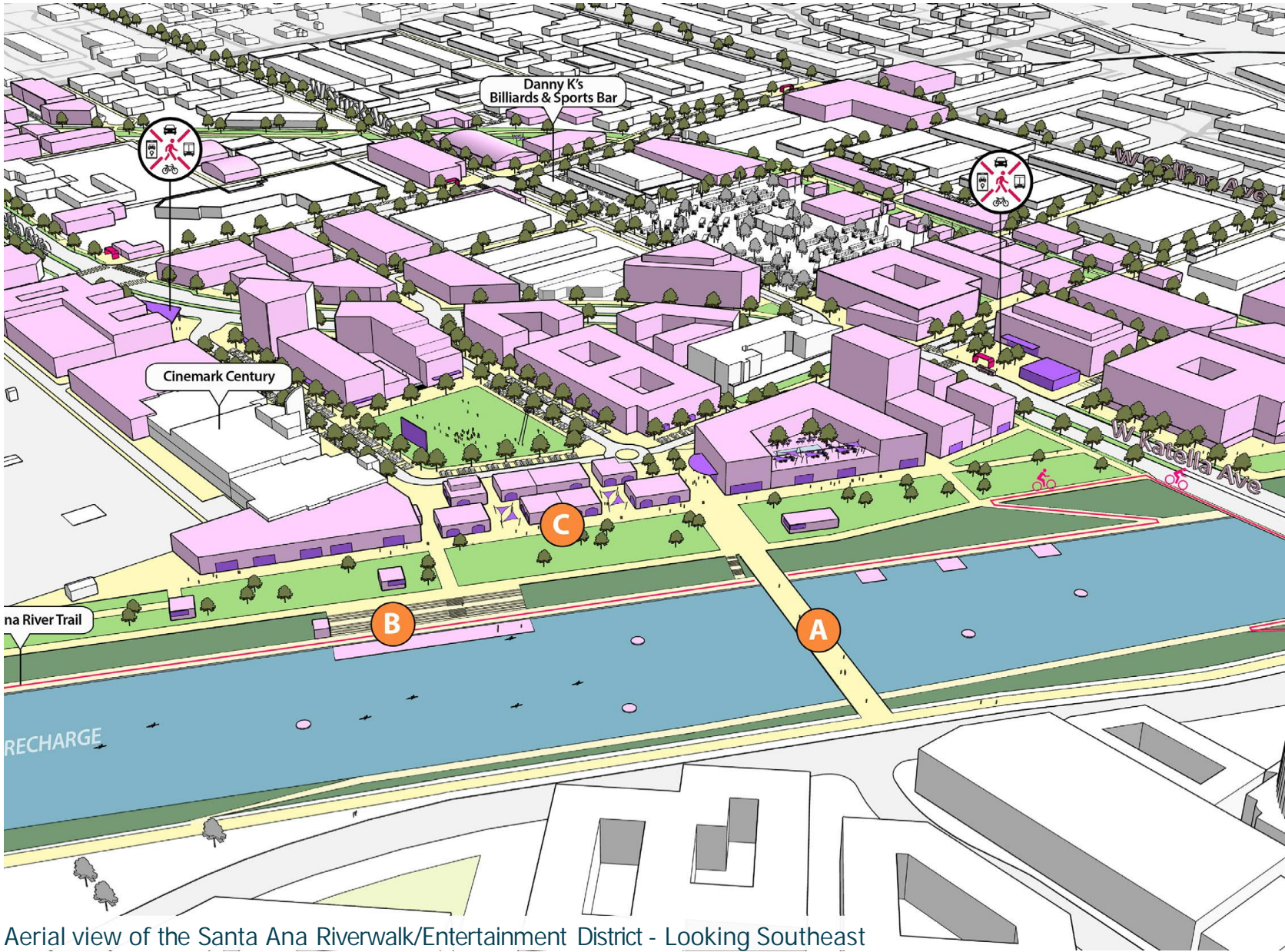


Riverwalk

- A** Pedestrian Bridge
- B** OC Riverwalk
- C** Riverfront Promenade



Representative view of the Riverwalk - Looking South



Aerial view of the Santa Ana Riverwalk/Entertainment District - Looking Southeast



Innovation Hub

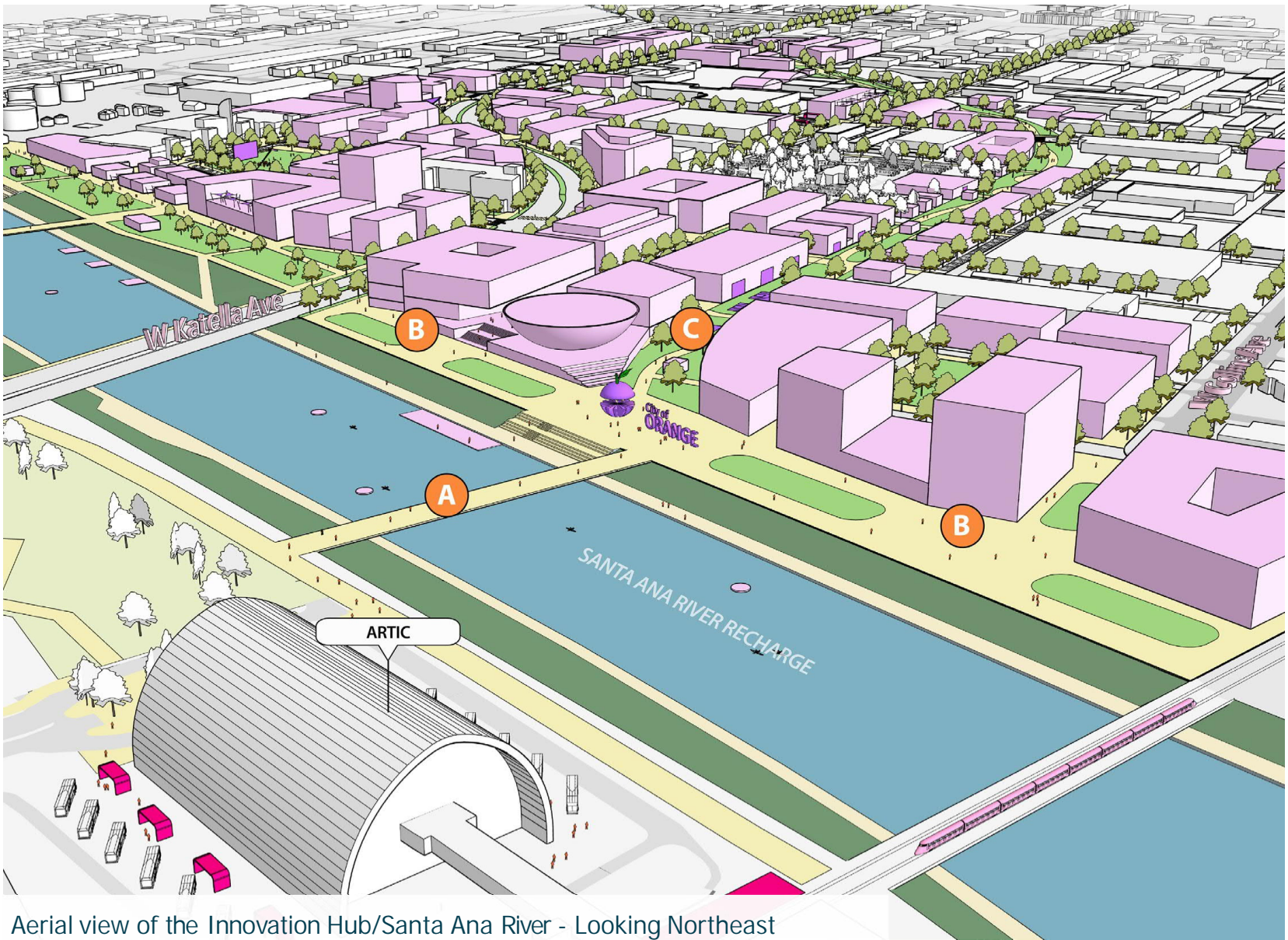
A Pedestrian Bridge

B River Embankment

C Esplanade



Representative view of the Innovation Hub - Looking East



Aerial view of the Innovation Hub/Santa Ana River - Looking Northeast



Collins Channel

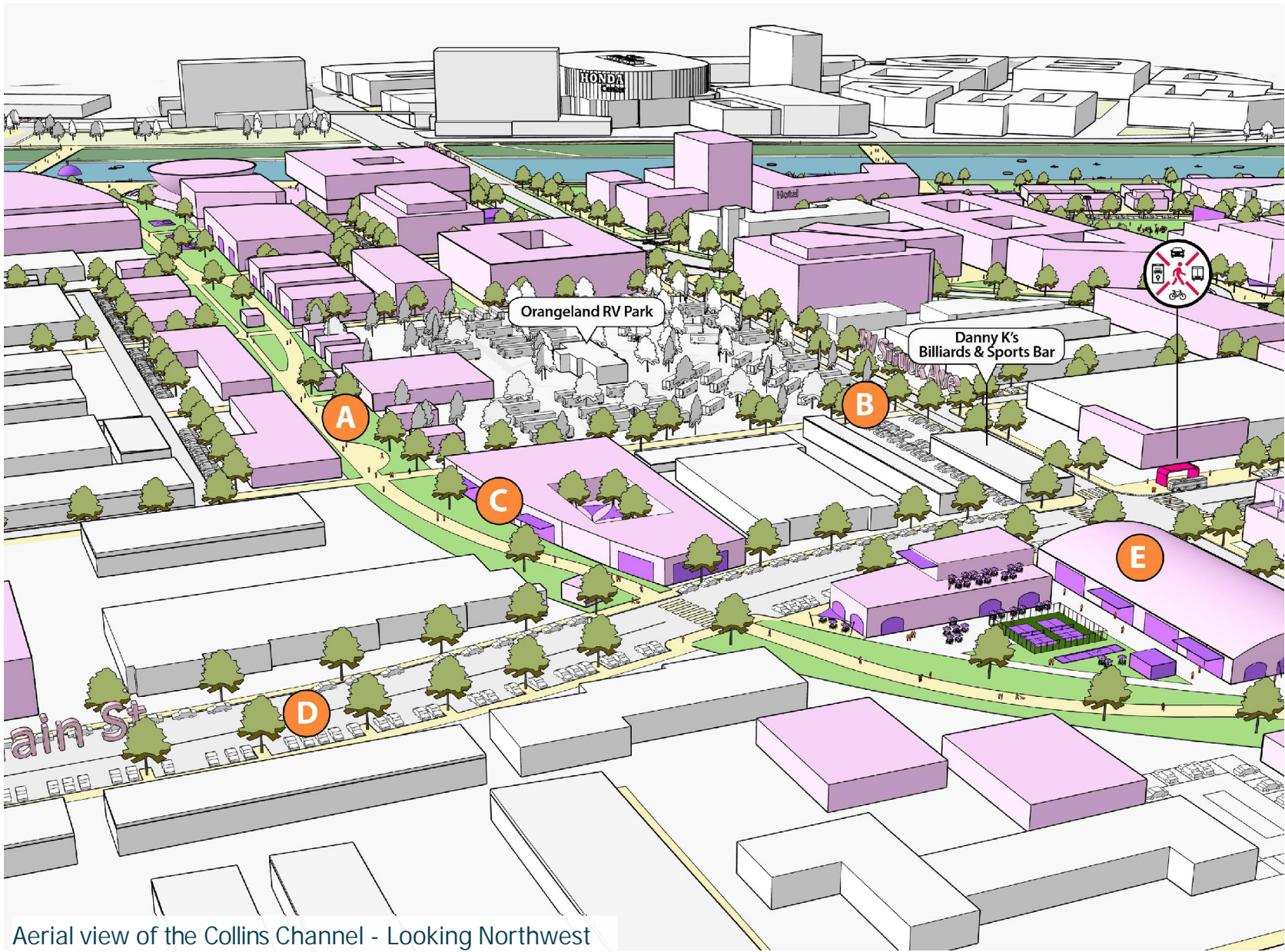
A Esplanade/ Linear Park

C Active Frontages

E Active Recreational Uses and Gathering Spaces



Representative view of the Collins Channel - Looking Northeast

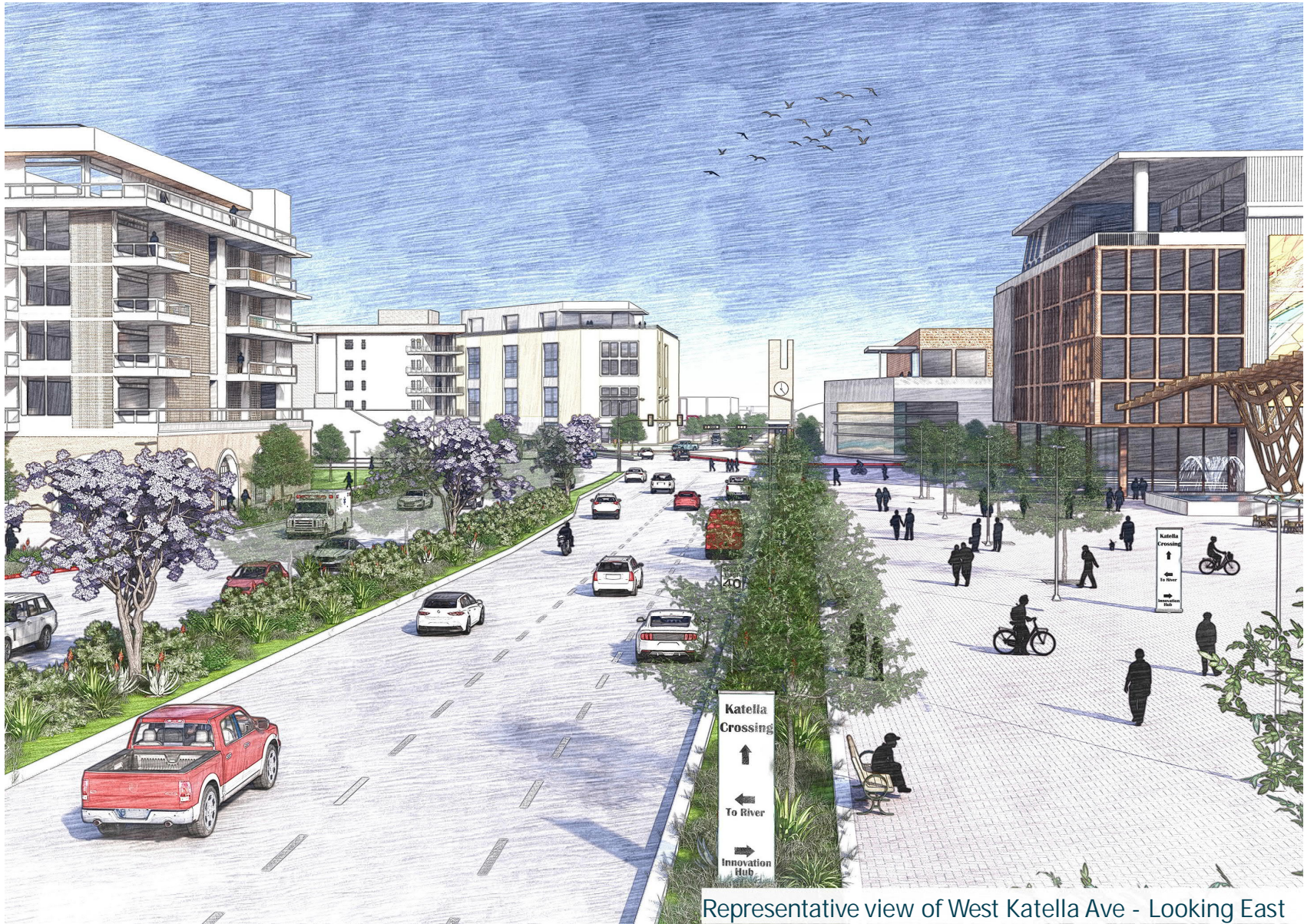


Aerial view of the Collins Channel - Looking Northwest

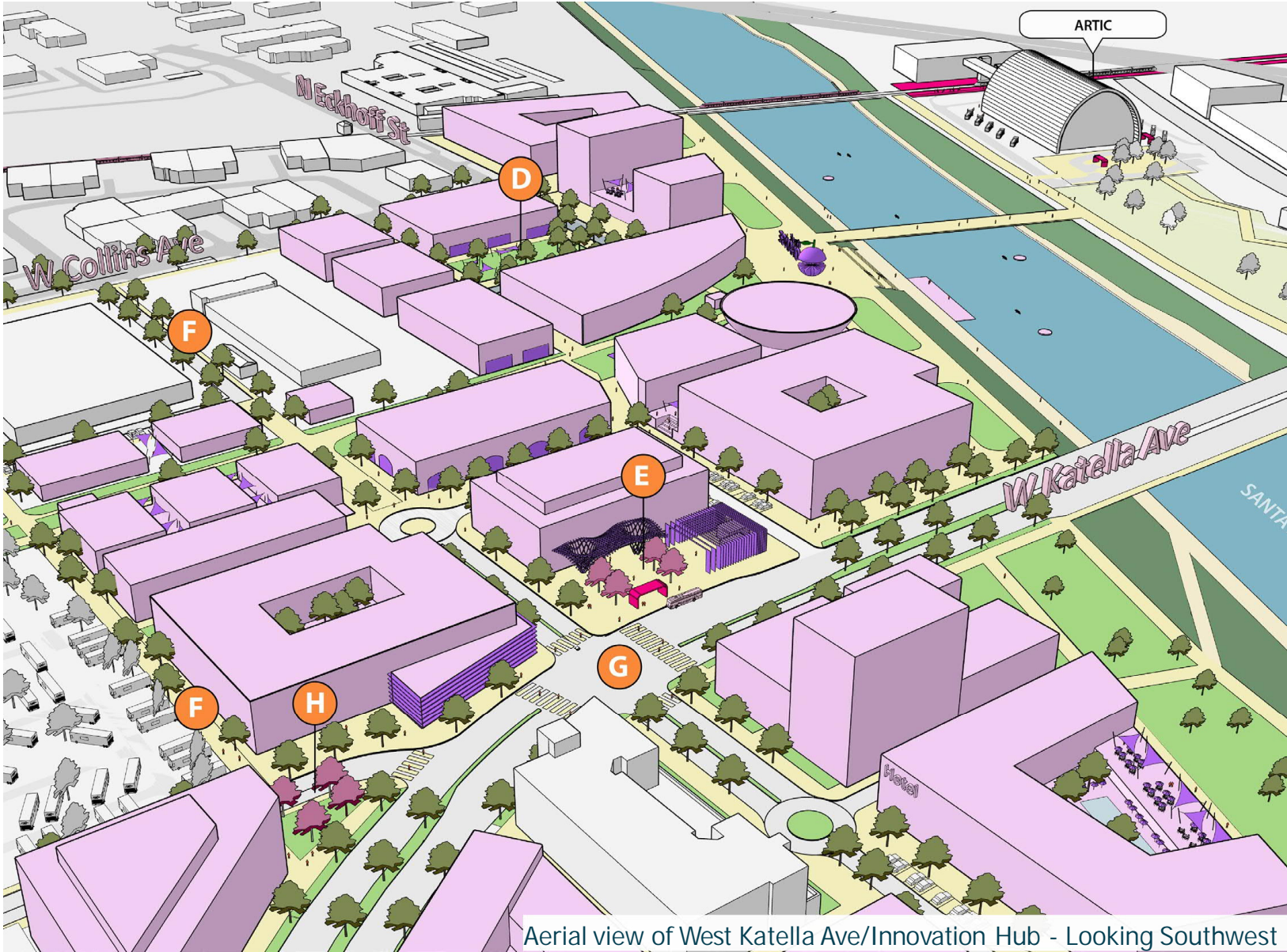


West Katella Ave Gateway

- E** Entrance/Innovation Plaza
- F** Paseos
- G** New Signalized Intersection
- H** Enhanced Streetscape & Gateway



Representative view of West Katella Ave - Looking East



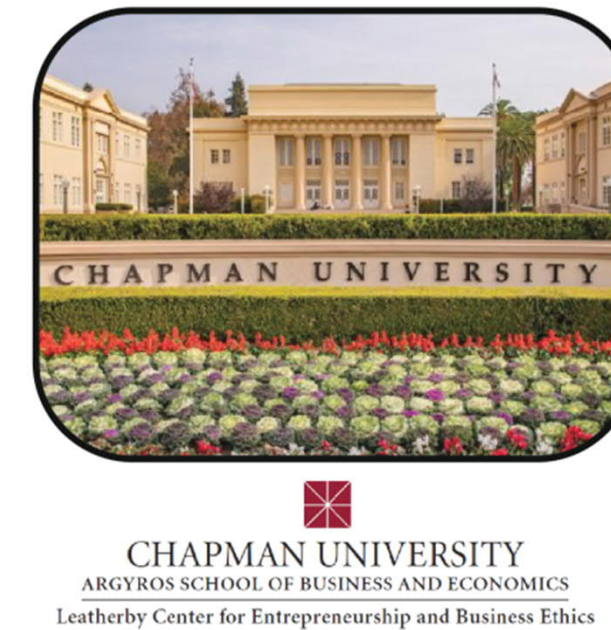
Aerial view of West Katella Ave/Innovation Hub - Looking Southwest



INNOVATION DISTRICT

"Geographic area where leading-edge anchor institutions and companies cluster and connect with start-ups, business incubators and accelerators. They are also physically compact, transit-accessible, technically-wired and offer mixed-use housing, office, and retail."

Bruce Katz and Julie Wagner



Requires a clear vision and defined goals focused on local institutional mission and strengths.



Based on strong partnerships and investment between government, industries and academia (public-private partnerships).



18-hour live-work-collaborate environment – "Village and Mixed Use Concept"



Ultimately fosters growth, job creation and economic revitalization



SPORTS & ENTERTAINMENT DISTRICT

Across from OC Vibe, a potential Sports & Entertainment District would complement OC Vibe offerings by focusing on outdoor entertainment, the Santa Ana River revitalization, and community-oriented uses. With a smaller scale and a more intimate experience, it will emphasize the unique character of the city.



A complement to OC Vibe, the district would directly benefit from the influence of this regional hub but would target a different market segment (population and activities)



Opportunity for existing businesses on site to redevelop and expand?



Opportunity to connect to the Santa Ana River Trail, parks, and open spaces and be a major "Stop"

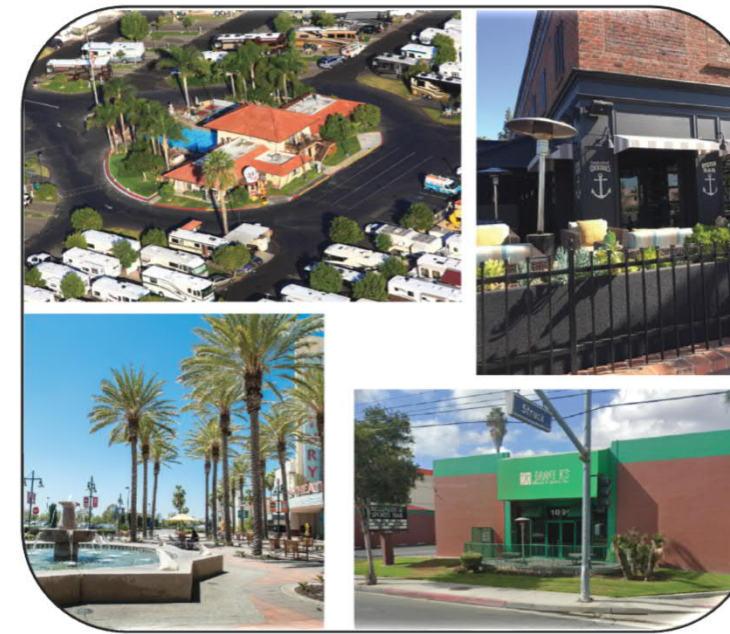


Opportunity to fully emphasize outdoor entertainment and open to the river and water activities within the proposed embankment.



HOSPITALITY & RETAIL DISTRICT

Post COVID new trends show the rise of “Experiential Retail” designed as spaces to gather around food, nature, performances, and art. In addition to offering opportunities for social interaction and instilling a sense of community, the district should reflect architectural uniqueness true to the City of Orange and align with the dynamics and needs of its surroundings.



Experience... Experience... Experience



“Entertain at OCVibe and stay at Orange Yards”... Opportunity to benefit from Regional Retail but again be different in terms of experience and market.



Define unique character and diverse offerings that will position the district as a destination for local hospitality and retail (local food specialty, local goods and products, art and craft ...)



Opportunity to highlight the river experience



IMPLEMENTATION



Implementation Action #1 - Leverage Existing Uses

- + Adaptive Reuse
- + Enhanced Frontages
- + Flexible Space



Implementation Action #2 - Promote Placemaking

- + Experiential Retail
- + Sense of Place and Branding
- + Active River



Implementation Action #3 - Establish Lasting Partnerships

- + Events
- + Outreach
- + Working Group/ Steering Committee
- + Coordination



IMPLEMENTATION



Implementation Action #4 – Invest in Public Improvements

- + Streetscape
- + Collins Channel
- + Infrastructure



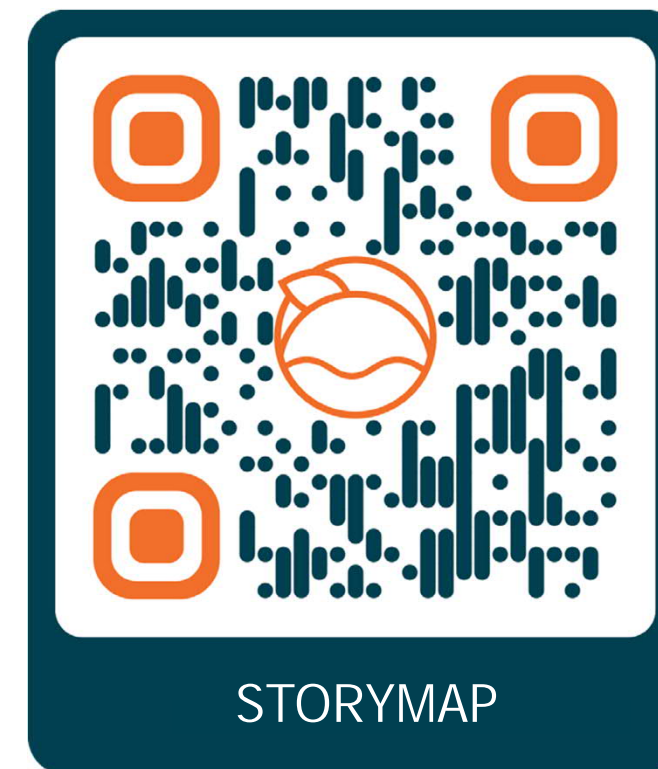
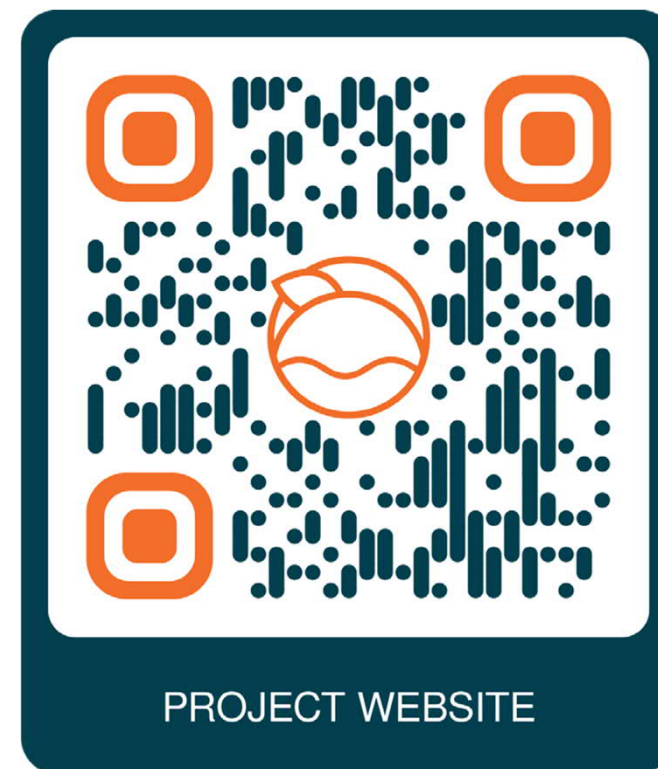
Implementation Action #5 – Pursue a mix of Funding Sources

- + State Grants
- + Financing Districts
- + Public/Private Partnerships



Keep in Touch!

Scan the following QR Codes to stay involved with the Orange Yards Vision:





THANK YOU



● FOR YOUR INTEREST IN THE ORANGE YARDS!

Quarterly Treasurer Report

August 2025



PORTFOLIO CHARACTERISTICS



City of Orange | Account #10888 | As of June 30, 2025

	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	2.65	2.91	2.67
Average Modified Duration	2.48	2.47	2.24
Average Purchase Yield		3.57%	3.38%
Average Market Yield	3.78%	4.06%	4.23%
Average Quality**	AA+	AA+	AA+
Total Market Value		106,597,904	105,095,891

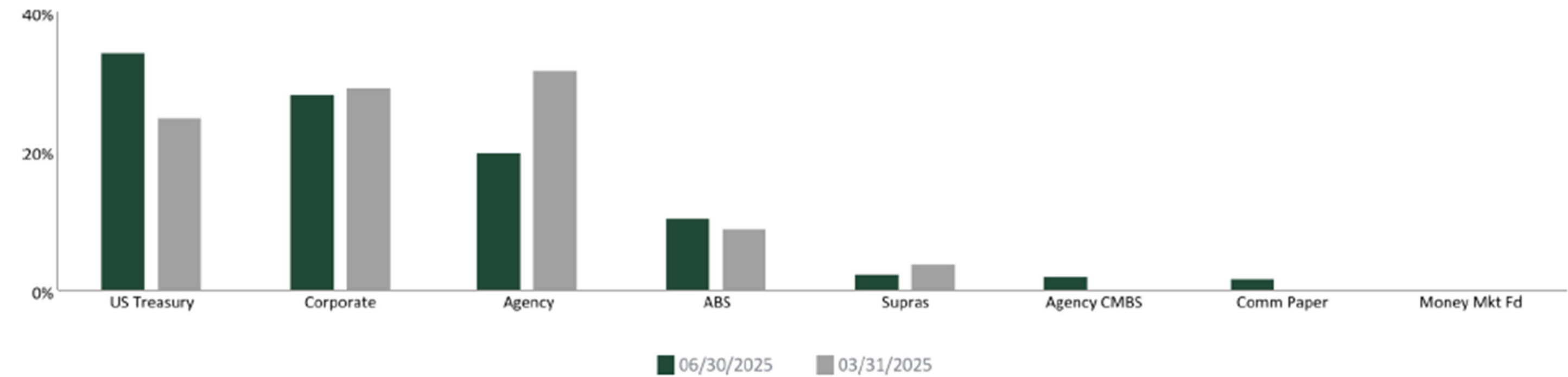
- 100% compliance with Investment Policy



SECTOR DISTRIBUTION



City of Orange | Account #10888 | As of June 30, 2025



Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	34.27%	25.00%
Corporate	28.32%	29.46%
Agency	19.86%	31.88%
ABS	10.64%	9.11%
Supras	2.48%	4.15%
Agency CMBS	2.31%	--
Comm Paper	1.84%	--
Money Mkt Fd	0.28%	0.40%

- US Agency commercial mortgage-backed securities (Agency CMBS) are bonds collateralized by pools of real estate loans secured by multi-family or health care properties.
- Commercial paper (CP) is a short-term debt instrument that corporations issue to meet their immediate financing needs, such as covering payroll, paying suppliers, or financing inventory.

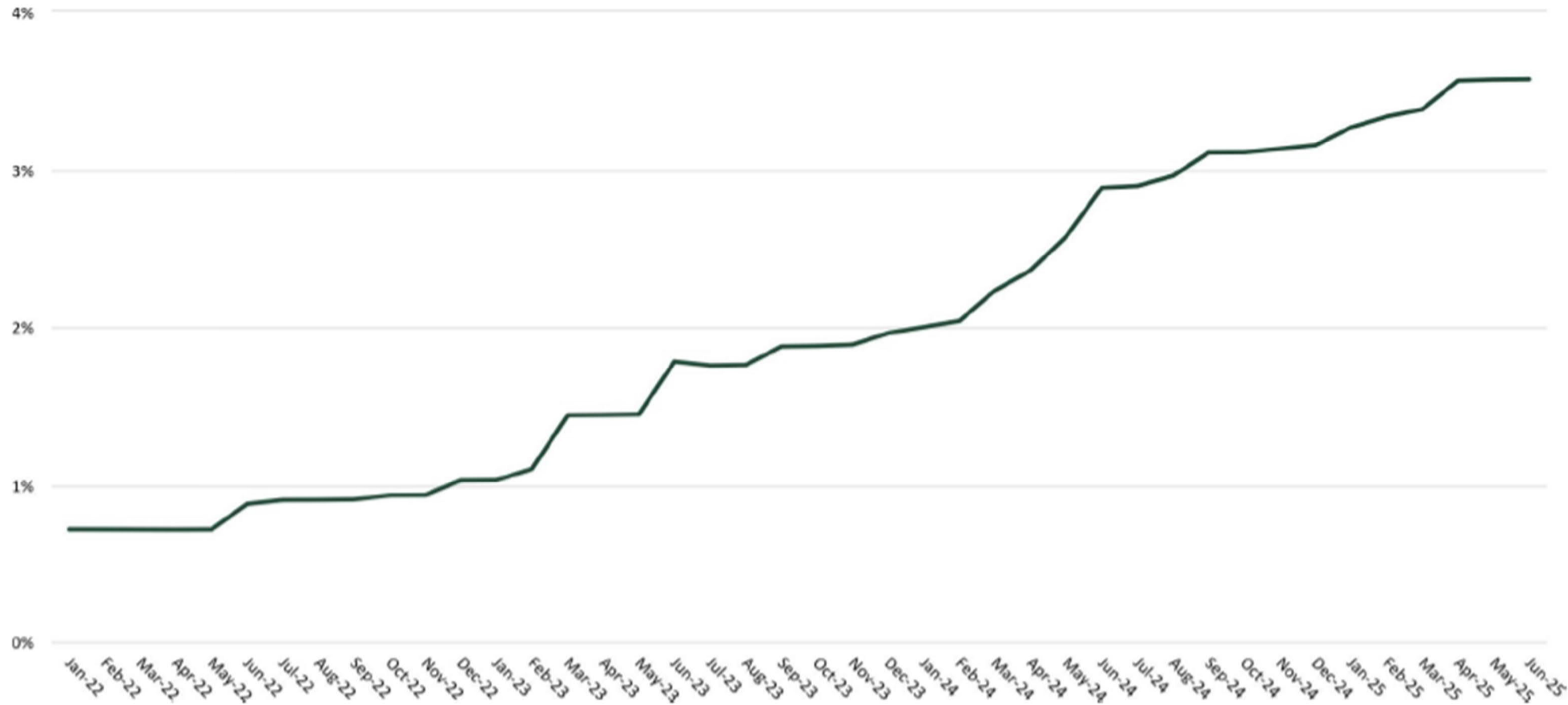


HISTORICAL AVERAGE PURCHASE YIELD



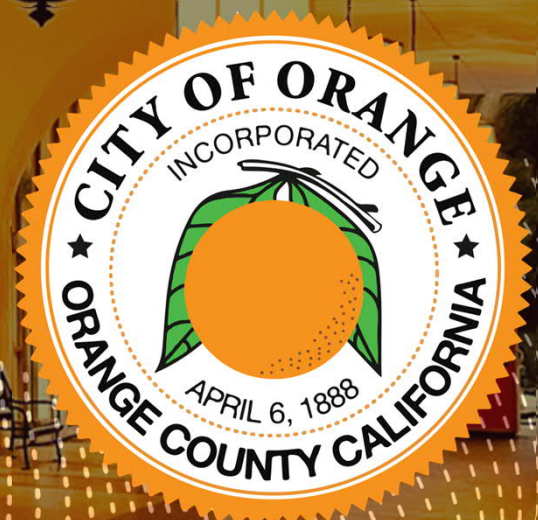
City of Orange | Account #10888 | As of June 30, 2025

Purchase Yield as of 06/30/25 = 3.57%



- Purchase Yield - Return percentage we can expect if we hold through maturity date
- Still on track to approach 4% at calendar year end

Fixed Rate Annuity Investment Opportunity Mid Year 2025



Fixed Rate Annuity Investment Summary

From the side of an investor:

- Issue a lump sum investment
- You earn a guaranteed fixed interest rate
- You have no exposure to market volatility in terms of underlying investments
- At the end of the term, you can cash out, renew, or roll over
- Your principal and earnings are just as secure as bonds



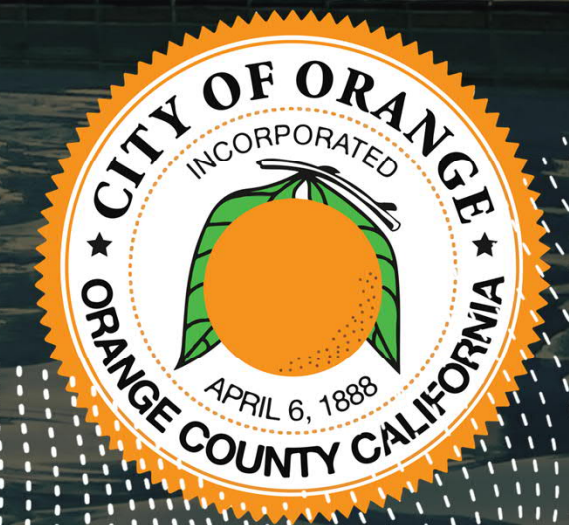
In Progress:

- Draft Bill written and submitted to Townsend Public Affairs
- Currently awaiting end of recess for state legislators then we will pick up the conversations on authoring and adoption of the bill
- Townsend has not found any issues or concerns after research on investment instrument
- Growth - will add (at current market rates) an extra 75-130 basis points over most bonds



Top Annuity Insurers

Company	A.M. Best	S&P	Moody's
Pacific Life	A+	AA-	Aa3
Lincoln Financial Group	A+	AA-	A1
Allianz Life	A+	AA	A1
Athene Annuity & Life	A	A+	A1
American Equity	A-	A-	-
Global Atlantic	A	A-	A3
AIG (Corebridge)	A	A+	A2
Great American	A+	A+	A2
Northwestern Mutual	A++	AA+	Aa2-Aa3
Western & Southern FG	A+	AA-	Aa3



Questions



THE LIFE CYCLE OF LEGISLATION – From Idea Into Law

