

August 12, 2025

City Council Meeting

Written Public Comments

General Public Comment

Jennifer Connally

From: Janice Brownfield
Sent: Monday, August 11, 2025 3:26 PM
To: City Council Public Comment
Subject: Public Comment for Agenda Item # 4.1

Bankruptcy avoidance solutions not suggested by the City's consultant should include financial savings and generated income from solar energy initiatives and power purchase agreements, which the council discussed at its meeting February 11, 2025. Power purchase agreements, as researched by Councilmember Gyllenhammer, can save the City 20 to 30 percent in energy costs and the City would pay "nothing" for the infrastructure. He noted that about four City buildings already have solar panels. Councilmember Dumitru and Mayor Slater voiced support for solar initiatives.

Two years ago the City of Fullerton contracted with NORESKO, a part of Carrier, to implement an \$8.4 million energy efficiency project, funded entirely from generated savings, and guaranteed to save \$12.1 million during the contract period. Fullerton is also a member of Orange County Power Authority. The City of Brea also has an Energy Efficiency and Solar Project, conserving energy and producing General Fund and Water Fund savings. From year one there has been a positive cash flow and more than \$13 million in net savings anticipated over 25 years. Brea received \$3,968,311 in rebates from the California Solar Initiative Rebate Program over five years.

Solar initiatives can allow excess solar energy to be sold back to the grid through net metering programs. Municipalities can also lease unused land or rooftops to solar developers, which Boulder City, Nevada, did, reportedly increasing its revenue by half due to solar leases, expecting \$480 million over the life of the agreements. Tax incentives such as the Inflation Reduction Act of 2022 may provide direct pay reimbursement for the 30% Investment Tax Credit for solar installations.

Harnessing solar energy can offer municipalities like ours substantial benefits that can help prevent or mitigate fiscal challenges, including potential bankruptcy. Orange County Power Authority aggregates resident and business energy demand and purchases electricity, including solar, directly from energy producers, through power purchase agreements, with the potential to generate revenue and control electricity costs.

Item 9.4

Orange Yards Presentation

10 August 2025

Orange City Council
300 E. Chapman Ave
Orange, CA

CITY OF ORANGE
CITY CLERK
2025 AUG 12 AM 8:49



RE: Comment on Item 9.4

Dear Orange City Council,

Orange County for People-Oriented Places (OCPOP) is a coalition dedicated to supporting and connecting individuals and local groups across Orange County working to reduce car dependency through safer streets, better public transit, and more livable communities. **OCPOP wishes to comment on Item 9.4.**

This item will present a vision for the West Katella gateway area, located directly across the Santa Ana River from the future OC Vibe and OC Riverwalk developments.

With two major urban destinations so close together, there is a unique opportunity to encourage walking, biking, and transit use between them, if they are connected safely. Currently, the only link is the Katella Avenue bridge. On its north side, the Santa Ana River Trail runs behind a concrete barrier separating it from vehicle traffic. On its south side, the sidewalk is just five feet wide with no protection at all, and Katella lacks any bicycle lanes. For such a short trip, driving should be the least practical option, not the default.

As you refine the vision for this area, we urge you to prioritize multimodal improvements to the Katella crossing, ensuring that people on foot, on bikes, and using mobility devices can travel between these sites conveniently and safely.

Thank you for considering our position.

Sincerely,
Board of Directors
OC for People-Oriented Places

Item 9.2

Mabury Ranch Homeowner's Association Agreement



Nicholas J. Tomic
ntomic@tinnellylaw.com

33332 Valle Road, Suite 100
San Juan Capistrano, CA 92675
P.: 949.588.0866
F.: 949.588.5993

August 11, 2025

Via: Email and U.S. Mail

City of Orange
City Council
300 E. Chapman Ave.
Orange, CA 92866

City of Orange
City Attorney
300 E. Chapman Ave.
Orange, CA 92866

dan@danslater.com
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CITY OF ORANGE
CITY CLERK
2025 AUG 11 PM 5:57

Ref: 3480

**RE: The Mabury Ranch Homeowners Association
City of Orange | Memorandum of Agreement | Tree
Maintenance**

Dear City Council Members, Mayor, and City Attorney:

The undersigned firm represents the Mabury Ranch Homeowners Association ("Association"). We have been retained to assist with resolving the ongoing tree maintenance project between the City and Association, and to help see this project through to completion.

It has recently come to our attention that certain Councilmembers are under the impression that the proposed Memorandum of Agreement regarding Tree Maintenance (“MOA”) will impose new tree maintenance responsibilities on the City and may expose the City to new potential liability stemming from the involved trees. It is my understanding that, based on this erroneous impression, certain Councilmembers are opposed to approving the MOA. Please note that the MOA is not being proposed to the City Council for purposes of establishing tree maintenance responsibilities and imposing new liability on the City – such responsibility and liability already rests with the City. Opposition to the MOA does not change this fact. One of the purposes of the MOA is to have the City formally acknowledge its responsibility to maintain City trees located in the public right-of-way. Another purpose of the MOA is to have the City and Association agree on methodologies for tree maintenance and preservation, as the involved trees – City trees located in the public right-of-way – affect the Association and its residents.

With respect to the responsibility to maintain trees located in the public right-of-way, California statute and case law provides that municipalities bear responsibility for tree maintenance and potential liability stemming from trees located in the public right-of-way. (Government Code § 835 [“a public entity is liable for injury caused by a dangerous condition of its property...”]; see also *Jones v. Deeter* (1984) 152 Cal. App. 3d 798, 806 [“it would be fundamentally unfair to hold an abutting owner liable to pedestrians injured by defects in the sidewalk and parkway, when past practice has given that owner every reason to believe that the City has undertaken the responsibility to repair these defects”].) Under the facts of *Jones*, any dangerous condition resulting from the trees was attributable to the city as the parkway had been dedicated to the city. (*Id.*)

Notably, the trees referenced in Exhibit “A” to the MOA are located in the public right-of-way or on land owned in fee by the City. “Trees whose trunks stand wholly upon the land of one owner belong exclusively to him, although their roots grow into the land of another.” (California Civil Code § 833.) The Association has not entered into any agreement accepting tree ownership or maintenance responsibilities. Thus, the trees referenced in the MOA, as described in Exhibit “A” thereto, already belong to the City and are the City’s responsibility to maintain.

Significantly, homeowners are not required to maintain property which is not theirs:

[A] person has no affirmative duty to keep premises not in his possession or ownership in a safe condition. Thus, where a particular abutter does not possess or own the street easement, and does not undertake maintenance of it, we see no legal basis for imposing liability for failure to properly maintain the sidewalk **or planting strip** ...

(*Williams v. Foster* (1989) 216 Cal. App. 3d 510, 521.) (Emphasis added.)

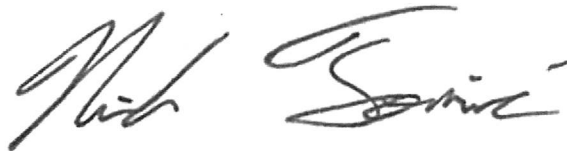
As such, by entering into the pending MOA with the Association, the City is not assuming new, additional risk of liability – liability for trees in the public right-of-way already lies with the City. What the MOA does achieve is a defined maintenance regimen – including pruning, removal, stump, removal, and replanting – for specifically identified trees and monetary commitments from the Association to reimburse the City for certain pruning and replanting costs. (See **Exhibit A** – MOA.) This is a benefit to all parties involved.

Lastly, I would like to bring the City's attention to a discrepancy in the agenda packet for the upcoming August 12, 2025 City Council Meeting. Upon reviewing the agenda packet for the upcoming City Council Meeting, it is apparent that an incorrect version of the MOA was included in the agenda packet. Further, this incorrect version of the MOA includes what appears to be an executed signature page displaying the Association's President's signature. Please note that the version of the MOA included in the agenda packet is an earlier draft, which has since been significantly revised. The signature page accompanying this incorrect version of the MOA was attached to a subsequent, correct draft which was provided to the City. It appears that the executed signature page was attached – in error – to the prior, non-operative draft MOA. The correct, operative draft of the MOA is attached for your convenience and review. (See **Exhibit A** – MOA.) This correct version of the MOA is what the City should be reviewing and considering in advance of the City Council meeting.

Thank you for your attention to this matter.

Very truly yours,

TINNELLY LAW GROUP

A handwritten signature in black ink, appearing to read "Nick Tomic", written in a cursive style.

NICHOLAS J. TOMIC

NT:

Enclosures:

Ex. A - Memorandum of Agreement – Tree Maintenance

EXHIBIT “A”

**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

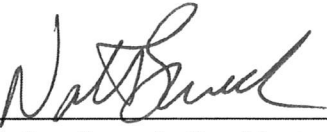
10. Counterparts

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

Cannon Street Between Curb and Block Wall

- Canary Island Pines
- Eucalyptus

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

Taft Extension

- Eucalyptus – North Side Along The Block Wall
- Acacia
- Eucalyptus
- Sycamore
- Xylosma

March 21, 2025

City Council

Meeting Time: 08-12-25 18:00

eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
City Council	08-12-25 18:00	53	5	2	3	0

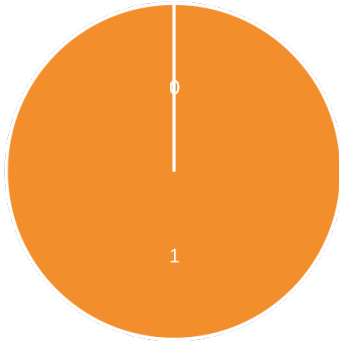
Agenda Name	Comments	Support	Oppose	Neutral
2. PUBLIC COMMENTS At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.	1	0	1	0
9.2. Memorandum of Agreement between the City of Orange and the Mabury Ranch Homeowner's Association for tree maintenance. (Continued from May 13, 2025)	2	0	2	0
9.4. Presentation of Orange Yards vision for development in the West Katella gateway area.	1	1	0	0
9.5. Investment Portfolio Update for April, May, and June of 2025.	1	1	0	0

Agenda Item: eComments for 2. PUBLIC COMMENTS

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced.

Overall Sentiment

Support (0%) Oppose (100%) Neutral (0%)
No Response (0%)



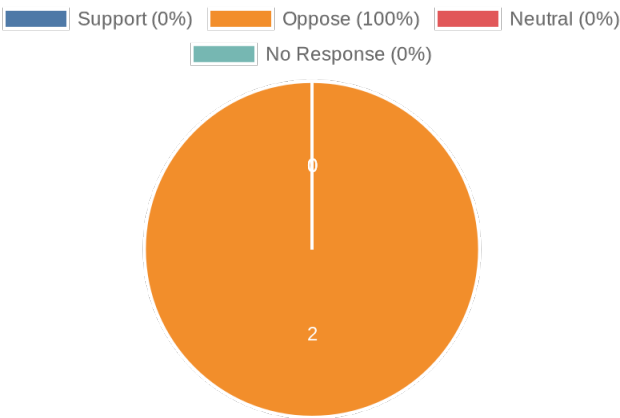
Guest User

Location:

Submitted At: 9:53pm 08-07-25

Glad to see that the council passed an ordinance allowing 6 chickens instead of 5. That is definitely more important than addressing the illegal non conforming structure in OPA.

Overall Sentiment



Adrienne Gladson

Location:
Submitted At: 9:58am 08-12-25

The city covering the cost of removing trees is a bad public policy decision. Not to mention the hit from the community as they hear yet again what the "Orange Way" really means. Disheartening and very very sad.

Leslie Manderscheid

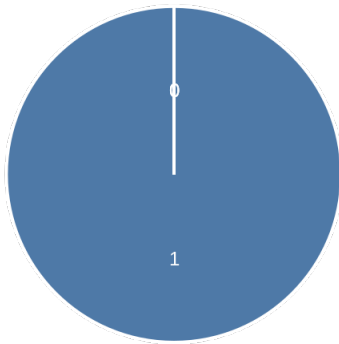
Location:
Submitted At: 12:01am 08-12-25

With the City on the brink of bankruptcy, it is ridiculous for the City to consider spending \$99K to remove healthy pine trees along Serrano currently maintained by Maybury Ranch HOA. There is nothing wrong with wall along the south side of Serrano. The arborist's report is inaccurate. However, there are several other areas within the City of Orange's right of way that are overgrown and mismanaged. Why don't we maintain those? The first 2 pictures below are an example of current City properties with overgrown & poorly maintained trees. The third picture is a group of beautiful pines along Maybury Ranch wall. Note the wall is perfectly maintained.

Agenda Item: eComments for 9.4. Presentation of Orange Yards vision for development in the West Katella gateway area.

Overall Sentiment

Support (100%) Oppose (0%) Neutral (0%)
No Response (0%)



Guest User

Location:

Submitted At: 8:31am 08-11-25

Dear Mayor Slater and Members of the City Council,

On behalf of Chapman University, I want to express our enthusiastic support for the development of the Orange Yards district at the northwest gateway area to the City of Orange.

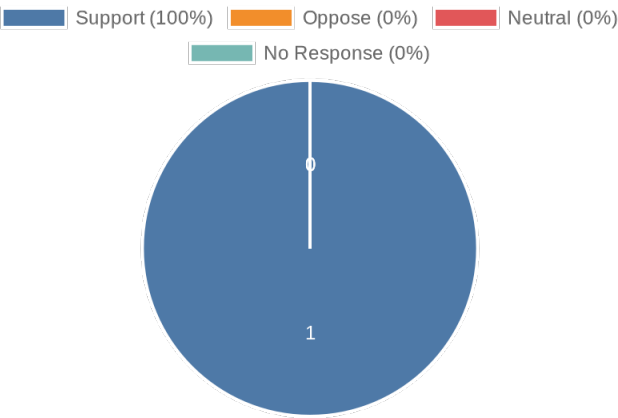
Chapman has been engaged in the visioning process for Orange Yards, and we see this area as an asset to the City's economic development program. We look forward to seeing what, ultimately, unfolds within the district and the innovative opportunities for collaboration that may arise in the future.

Sincerely,

Matt Parlow
President-Elect
Chapman University

Agenda Item: eComments for 9.5. Investment Portfolio Update for April, May, and June of 2025.

Overall Sentiment



Jordan Prell

Location:
Submitted At: 6:15pm 08-09-25

It should be noted that the Investment Advisory Committee reviewed these reports at their July 23rd meeting.