

## SOCAL INLAND REGION: 2024 ELECTION PACKET

**To:** SoCal Inland Region Member District Board Presidents and District Managers/Executive Directors:

- Antelope Valley
- Inland Empire RCD
- Mission RCD
- Riverside-Corona RCD
- San Jacinto Basin RCD
- TEAM RCD

**RE:** 2024 SoCal Region Elections

**Summary:** SoCal Inland Region is one of ten geographic regions organized within the California Association of Resource Conservation Districts. Under the Association's Bylaws, each Region shall biennially, at the Region's regular meeting, elect a Regional Chair and Regional Vice Chair. The term of Regional Chair and Regional Vice Chair shall be 2 years and they may succeed themselves. The SoCal Inland Region is listed in the Bylaws as one of the regions holding elections during even years. The only Bylaws' guidance for region elections consists of noting that each should provide a reasonable opportunity for:

- The making of nominations at the regular Regional meeting at which the election will be held
- Communicating to the delegates of the Region's Member Districts the nominee's qualifications and the reasons for the nominee's candidacy
- All nominees to solicit votes.

Nancy Sappington and Michele Tracy were elected to Region Chair and Vice-Chair, respectively, at the October 30th, 2023 Region Meeting hosted by SJBRCD. Ms. Sappington presided over the October 2024 Region Meeting hosted by TEAMRCD. In November of 2024, RCRCDC noted that while both Ms. Sappington and Ms. Tracy were elected in an odd-year, that CARCD Bylaws do include a sentence noting that SoCal Inland Region should hold its elections in even years. There is no way to call for nominations and hold elections at the region meeting this year as it has already occurred. Accordingly, nominations and elections are now occurring over email due to the rapidly approaching end of the current even year.

This election packet includes:

- Statement of qualifications - Rose Corona, candidate for Region Chair
- Statement of qualifications - Nancy Humenik Sappington, incumbent and candidate for Region Chair
- Name of candidate for Region Vice-Chair - Michele Tracy
- Instructions for voting

Because this is the first SoCal Inland election with more than one candidate in many years, the casual single-candidate election typically observed may not be the best fit with member districts. It is likely

that member districts of SoCal Inland will need to go to their governing boards of directors to secure permission to vote for one of the Region Chair candidates. This is up to each member district, as it is connected with existing authority delegated to each member district representative. There is no additional Bylaws guidance on individual district requirements for submitting votes.

**Instructions for Voting:**

- DUE DATE: January 31st, 2025 at 5 PM
- METHOD: one of the following options
  - BY MAIL or arranged in-person drop off using the ballot in this packet, TO:
    - IERCD  
25864 Business Center Drive  
Suite K  
Redlands, CA 92374  
Coordinate drop-off: Valerie Velazquez: [vvelazquez@iercd.org](mailto:vvelazquez@iercd.org)
  - Electronically:
    - Google form submittal; link sent in Voting Instructions - SoCal Inland Region Elections email

Once a vote is submitted, it will be attributed to the submitting district. At the end of the voting period, the results will be announced with a published list of member districts and votes cast. This is being done for transparency and because member district voting would be known if done in person. As stated in the Bylaws, the elected Region Chair will assume office immediately and CARCD will be notified of the winning candidate.

**Next Election:** Fall SoCal Inland Region Meeting, Oct/Nov 2026

## CANDIDATE STATEMENTS OF QUALIFICATIONS - REGION CHAIR

*Nancy Humenik Sappington, IERCD/Current SoCal Inland Region Chair*

My name is Nancy Humenik Sappington and I have been on IERCD's Board of Directors since 2020. During this time, I have been active in attending region and annual meetings hosted by CARCD, the National Association of Conservation Districts, and the California Special Districts Association. I have also completed my certificate in Special District Leadership, certifying expertise in district finance, governance, and administration. In addition, I am a certified arborist and a board member of the Inland Urban Forest Council and Vice-President of the CA Urban Forest Council. I have a long career in conservation in both the public and private sectors.

I have represented SoCal Inland Region as the Region Chair since our fall 2023 meeting, attending CARCD Board Meetings, trainings and conferences where my expertise in parliamentary procedure has helped keep meetings focused as the Association works to build strength with a relatively new staff and many new board members. I spent the last year serving as Chair of the Joint Forestry Committee which has connected me to key partners and internal contacts involved in the growing programming and funding supporting critical regional forestry coordination and facilitation, much of which is done by Districts throughout California. If elected, I would plan to continue to work to strengthen both our region and the Association through remaining strongly engaged at all levels of RCD and Association work.

*Rose Corona, TEAMRCD*

I appreciate the opportunity to volunteer for this position. I have been a Director of TEAM RCD for 10 years (President for 8) and presently am on the Policy Committee of the CARCD. Along with being a business owner, I am also a farmer whose family has been in agriculture for over 100 years in California, therefore the experience in water, legal, regulatory and land issues that Michele has mentioned in her nomination. These issues always come with the territory when you deal with agriculture.

I would be honored to help lead our SoCal region in advancing the interests not only of our region but that of all RCD's in California to build a strong bond for all that brings synergy to our shared interests in order to insure the future of Conservation and the goals of Resource Conservation Districts.

## CANDIDATE - REGION VICE-CHAIR

*Michele Tracy, San Jacinto Basin RCD*

SOCAL INLAND REGION BALLOT - 2024 ELECTION

- 1. Date \_\_\_\_\_
- 2. Name \_\_\_\_\_
- 3. District \_\_\_\_\_
- 4. Email \_\_\_\_\_
- 5. SoCal Inland Region Chair Vote: Please select ONE:
  - Nancy Humenik Sappington, IERCD
  - Rose Corona, TEAMRCD
- 5. SoCal Inland Region Vice-Chair - Please Vote:
  - Michele Tracy, SJBRCD

\_\_\_\_\_  
NAME OF PERSON SUBMITTING

\_\_\_\_\_  
SIGNATURE, PERSON SUBMITTING

**Submittal Instructions:** MAIL or make arrangements to drop off in-person to IERCD, to be received no later than Friday, January 31st, 2025 at 5 PM, to:

IERCD  
25864 Business Center Drive  
Suite K  
Redlands, CA 92374

## **POLICY: MITIGATION PROJECTS**

The Temecula Elsinore Anza Murrieta Resource Conservation District (“District”) has the authority to perform services for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities. (Public Resources Code § 9151.) In connection with providing such services, the District also has the following powers:

1. The District may accept gifts and grants of money from any source whatsoever to carry out the purposes of the District. (Public Resources Code § 9403.);
2. The District may acquire by gift all lands and property, including conservation easements, necessary to carry out the plans and works of the District. (Public Resources Code § 9405.);
3. When acquiring a conservation easement, the District is to prepare or have prepared a management plan and/or other legal documents for the easement which fully describe the intent and legal obligations respecting the easement. (Public Resources Code § 9405.);
4. The District may take conveyances, leases, contracts, or other assurances for all property acquired by the District, in the name, and for the uses and purposes of, the District. (Public Resources Code § 9406.);
5. The District may execute all necessary contracts, and may employ such agents, officers, and employees as may be necessary, and prescribe their duties. (Public Resources Code § 9404.)

The District desires to delegate to the District Manager and/or the President the authority to engage in mitigation projects of a certain size and within a certain dollar amount, pursuant to the requirements and limitations set forth herein.

### **Policies and Procedures**

- A.** The District Manager, President, or his/her designee, shall have the authority to approve the District’s participation in certain mitigation projects (“Mitigation Projects”) pursuant to the terms and conditions set forth herein.
- B.** The District Manager or President may approve the District’s participation in Mitigation Projects, which consist of, or are accompanied by, a total monetary commitment, funding, endowment, projected expenditures with a firm commitment for payment, or other associated financial arrangements, present or future, which equal Fifty Thousand Dollars (\$50,000.00) or less for each

Mitigation Project. The determination of said financial commitment shall not include the value of any property interest conveyed or otherwise transferred to the District in connection with said Mitigation Project,

- C.** The District's goal is to participate in habitat mitigation projects with developers and others that are triggered by the United States Fish & Wildlife Service, United States Army Corps of Engineers, California Department of Fish & Wildlife, Santa Ana Regional Water Quality Control Board and permits issued by other regulatory agencies. The District will duly consider the reporting requirements of each of these agencies in determining the costs of managing mitigation and conservation lands.
- D.** The developer or project proponent will be required to provide the District with copies of all relevant permits issued by the regulatory agency or agencies, a Habitat Mitigation and Monitoring Plan (HMMP), any other relevant documentation, and the deposit set forth below before an estimate of the cost of accepting the conservation easement or other property interest, and/or the cost of services, is provided.
- E.** The developer or project proponent shall provide the District with a draft copy of any Covenants, Conditions & Restrictions ("CC&Rs") for the Project. The District shall review such CC&Rs for the purpose of ensuring they contain adequate provisions related to any onsite easement area and other relevant matters. The District may require that changes or additions be made to CC&Rs to address District concerns.
- F.** Before a conservation easement is accepted, the developer or project proponent shall pay for and provide the District with: (a) a Phase I environmental report covering the subject property that is less than six months old, or an updated report that is less than one year old; (b) an appraisal valuing the proposed conservation easement interest in the property; (c) a copy of the project's fuel modification plan; (d) a current title report; (e) any and all relevant correspondence and reports/documentation between the project proponent, developer, or consultants, and the regulatory agencies; (f) a map of the project and proposed conservation area; (g) an aerial photo of the area; (h) any relevant documentation related to any project homeowners or similar association.
- G.** The District may require the developer or project proponent to provide irrigation lines and water to the conservation area, at no cost to the District.
- H.** No fuel modification zones may be located on the conservation easement or property to be accepted by the District. Instead, any such required fuel modification zones must be located on the portion of the project site not set aside for conservation.

- I. All costs associated with habitat mitigation will be site specific and included in the fee or endowment agreed to by the District and the developer or project proponent. Among other considerations, the endowment shall:
- Include a reasonable factor for inflation ("Inflation Factor"). The Board may review and adjust the appropriateness of the Inflation Factor as necessary.
  - Be calculated using a reasonable rate of return for investments held by public agencies ("Rate of Return"). The Board may review and adjust the appropriateness of the Rate of Return as necessary.
  - Include annual expenses to enhance native plant communities, including removing non-native species and other types of weed control and planting trees and shrubs of the same type as currently existing on the Mitigation Project site or other appropriate native species.
  - In addition to a Maintenance and Monitoring Endowment, all Conservation Easements accepted by the RCD shall be accompanied by a Legal Enforcement Endowment except in extraordinary circumstances as determined by the Board. Considerations that staff may take into account to calculate the Legal Enforcement Endowment include the size of the Conservation Easement Area, the number of residences on the edge of the Conservation Easement Area, the number of 13 residences in the Homeowner's Association, the major roads and highways in proximity to the Conservation Easement Area, whether the Conservation Easement Area is located in an urban or rural setting, and other issues. As a starting target, the Legal Enforcement Endowment should ordinarily be at least 20% of the Maintenance and Monitoring Endowment.
  - The minimum mitigation project fees for oak woodland, riparian and upland habitats will be determined by the habitat type and will be set annually by the District Board of Directors. It is expected that minimum fees will vary between District and non-District lands. The minimum fee to be charged by the District will be for .25 acre, regardless if the particular conservation area is less than that size.
  - Generally, the District will not accept conservation easements or other property interests over lands where third parties, such as Homeowners' Associations, are given or retain significant management responsibilities over the conservation property. For example, the District will generally not accept an easement where a Homeowners Association retains the right or duty to weed, to remove trash or to enter the conservation easement area at its discretion. Based upon its experience, the District believes such arrangements are likely, over time, to detract from the conservation values of the property.

- The District may enter into agreements with public agencies, organizations, and others, wherein the District provides services for compensation.
  - Ordinarily, the District will not accept trail easements, nor will the District accept a conservation easement that contains a trail.
- J.** A report detailing all Mitigation Projects approved by the District Manager or President during the prior quarter shall be prepared and presented to the Board for its review on a quarterly basis at a regularly scheduled Board meeting.
- K.** The District will generally not accept conservation easements or other property interests, nor maintenance nor operational responsibilities, over detention basins, flood control facilities, or similar structures.
- L.** Violation Mitigation Awards will generally be deposited to the District's short-term mitigation account and be used for District mitigation lands.
- M.** Deposit Agreement Fees are as follows:
- Projects with expected mitigation, endowment or others costs under \$100,000 will require a \$20,000 deposit.
  - Projects with expected mitigation, endowment or others costs over \$100,000 will require a \$25,000 deposit.
  - Projects with expected mitigation, endowment or others costs over \$1,000,000 will require a \$35,000 deposit
- N.** Notwithstanding anything to the contrary set forth herein, nothing in this Policy shall be deemed to restrict, or otherwise limit, the power and authority of the Board of Directors or the District Manager to perform any services, or any other activities, authorized under California law



## DEPOSIT AGREEMENT FOR EXPENSES INCURRED DURING NEGOTIATION

This Deposit Agreement (“Deposit Agreement”) for expenses incurred during negotiation, preparation, and review of a document to convey a real property interest to the Southwest Resource Management Association, a California Nonprofit Public Benefit Corporation (“TEAMRCD”), and [DEVELOPER] or [LANDOWNER], a [DESCRIBE DEVELOPER’S BUSINESS ENTITY, i.e. LLP, INC., etc.] (“Developer”) as of the date set forth below. TEAMRCD and Developer may hereinafter be referred to as the “Parties.”

### 1. TEAMRCD.

The Temecula Elsinore Anza Murrieta Resource Conservation District (“District”) has the authority to perform services for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities. (Public Resources Code § 9151.) In connection with providing such services, the District also has the following powers:

1. The District may accept gifts and grants of money from any source whatsoever to carry out the purposes of the District. (Public Resources Code § 9403.);
2. The District may acquire by gift all lands and property, including conservation easements, necessary to carry out the plans and works of the District. (Public Resources Code § 9405.);
3. When acquiring a conservation easement, the District is to prepare or have prepared a management plan and/or other legal documents for the easement which fully describe the intent and legal obligations respecting the easement. (Public Resources Code § 9405.);
4. The District may take conveyances, leases, contracts, or other assurances for all property acquired by the District, in the name, and for the uses and purposes of, the District. (Public Resources Code § 9406.);
5. The District may execute all necessary contracts, and may employ such agents, officers, and employees as may be necessary, and prescribe their duties. (Public Resources Code § 9404.)

### 2. Developer.

[DESCRIBE DEVELOPER OR LANDOWNER AND PROJECT]

### 3. Purpose

A proposed development project may adversely impact a species, habitat, riparian areas, or other sensitive environmental resources. As a condition to issuing a permit required for such project, a regulatory agency may require mitigation in the form of land set-aside, restoration or other activity. Regulatory agencies may approve the project proponent’s retention of TEAMRCD to perform habitat conservation, acceptance of a conservation easement, or other activity as mitigation of project impacts. Any such conservation to be performed by TEAMRCD would be completed under the terms of a separate conservation agreement with TEAMRCD.

In negotiating and preparing the conveyance document(s) and any other mitigation-related contracts, agreements, or other documents between TEAMRCD and the project proponents, TEAMRCD incurs expenses including, but not limited to, legal expenses, administrative and staff expenses, materials, labor, etc. ("Expenses"). If the proposed conveyance goes forward, or if it is cancelled, abandoned, modified, disapproved or otherwise does not proceed for any reason, then TEAMRCD will have incurred Expenses.

By this Deposit Agreement, TEAMRCD requests, and Developer agrees to provide, a deposit to TEAMRCD to cover and fully defray the Expenses.

4. Deposit.

(a) The Parties agree that TWENTY THOUSAND AND NO/100'S DOLLARS (**\$20,000**) is a reasonable amount calculated to cover the anticipated Expenses incurred related to the execution of the document(s) and/or other agreements with respect to the proposed conveyance ("Deposit"). If TEAMRCD determines that its incurred costs will exceed the Deposit amount, TEAMRCD shall notify Developer in writing, and may request additional Deposit monies before proceeding further with the potential conveyance.

(b) In the event that the Parties successfully execute and record any conveyance documents or other, similar type of agreement with respect to the Developer's property, TEAMRCD shall deduct from the Deposit all Expenses related to the negotiation and preparation of the various contracts, agreements, and/or other documents relating to the conveyance or other agreements; any remaining portion of the Deposit shall be returned to Developer.

(c) In the event that the Parties do not successfully execute and record a conveyance document or other, similar type of agreement with respect to the Developer's property, TEAMRCD shall deduct its Expenses from the Deposit and return any remaining portion to Developer as in Paragraph 4(b), above. Developer may cancel this conveyance; receive a refund of the remaining Deposit and an accounting of Expenses. To obtain this refund and accounting, Developer must send to TEAMRCD, by certified mail, a written notice of cancellation, requesting an accounting and a refund of any remaining Deposit monies. TEAMRCD shall perform such accounting and refund any remaining Deposit monies within 30 days of its receipt of the cancellation notice and request.

5. Anticipated Mitigation (if applicable)

The Parties expect any anticipated mitigation to be the normal and ordinary conservation TEAMRCD commonly performs; however, it is not yet known what the regulatory agencies will actually require. TEAMRCD makes no warranties or representations and cannot guarantee that TEAMRCD will be able to provide the mitigation required by the regulatory agencies; TEAMRCD only represents that it will make a good faith effort to perform its normal and ordinary conservation within its statutory authority, pursuant to the terms of a separate agreement to be executed by the

Parties.

6. Nature of Rights Granted

Developer hereby acknowledges and agrees this Deposit Agreement only provides a deposit to cover or defray Expenses TEAMRCD will incur in the negotiation and preparation of the various contracts, agreements, and/or other documents relating to potentially accepting a conveyance of the property required by the Developer. This Deposit Agreement is not a donation agreement nor a real property conveyance document, nor does this Deposit Agreement guarantee that the Parties will eventually consummate such an easement or agreement. This Deposit Agreement is only for the purpose of performing a due diligence process to determine if the potential project aligns with the TEAMRCD's goals.

7. No Endorsement

By entering into this Agreement, TEAMRCD neither directly nor indirectly endorses nor approves any project or future contractual relationship. No form of representation or statement to any party shall be made which would constitute an express or implied endorsement of the project by the TEAMRCD or of any relationship between the parties, nor shall authorization be provided for others to do so, without first having obtained written approval from TEAMRCD.

8. Mitigation Responsibility

The Parties explicitly agree that this Deposit Agreement does not commit TEAMRCD to actually performing any mitigation, mitigation-related conservation, or related activity. Moreover, it is expressly understood and agreed by the Parties that this Agreement is to enable the TEAMRCD to make certain determinations regarding the potential project and does not obligate the TEAMRCD to engage in any mitigation. No responsibility or liability therefor shall accrue to the TEAMRCD. If the TEAMRCD ever conducts any mitigation on the Property at Developer's request, the TEAMRCD will make no warranties or representations and cannot guarantee that the TEAMRCD will be able to provide any particular mitigation that may be required of the Developer by any regulatory agency, including but not limited to the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the California Department of Fish and Wildlife, or the State or Regional Water Quality Control Boards. Developer agrees that any requests for TEAMRCD to perform any mitigation, mitigation-related conservation, or related activity, including associated reporting for such activities, may cost extra and is not covered by this Deposit Agreement.

9. Miscellaneous

(a) Neither Party may assign its rights or obligations under this Deposit Agreement without the express written consent of the other, and both Parties agree not to unreasonably withhold such consent. In the event of an authorized assignment, this Deposit Agreement shall be binding upon and inure to the benefit of those permitted assigns.

(b) The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party.

(c) This Deposit Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This Deposit Agreement cannot be amended except in writing signed by both Parties.

(d) This Deposit Agreement and all documents executed and delivered in connection herewith shall be governed by, and construed in accordance with, the laws of the State of California.

(e) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Deposit Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Deposit Agreement as of the last date set forth below.

TEMECULA ELSINORE ANZA MURRIETA [FULL LEGAL NAME OF DEVELOPER.]  
RESOURCE CONSERVATION DISTRICT,  
a California Special District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**From:** Shelah Riggs sriggs@mnsengineers.com   
**Subject:** Las Ulvas Mitigation Site - Request for Management Quads  
**Date:** February 12, 2025 at 11:29 AM  
**To:** teri.biancardi@teamrkd.org  
**Cc:** Ross Yamaguchi ross.yamaguchi@highpointeinc.com, Sherri Severino Sherri.Severino@highpointeinc.com



Good Morning Teri,

My client, Highpointe Communities (cc'ed here), has purchased property in the City of Temecula that supports approximately 15 acres of streambed and approximately 14 acres of uplands. The overall mitigation plan has been approved in concept and the RCA has agreed to own the property as part of their MSHCP Conservation Lands. The property would be used to mitigate Waters of the State/US for Highpointe projects and others who need mitigation in the watershed.

The 1602 SAA and HMMP for the first 2.28-acres of mitigation that will be completed on the site has been approved by CDFW. Does Team RCD have the capacity to hold the endowment, easement and perform the long term maintenance activities on the mitigation site? Please let me know if you would like to discuss further with the project team. **We will need your response by February 19** since the manager must be in place prior to construction, which is proposed to begin next month.

I have attached the overall mitigation concept for the project and can provide the approved project specific HMMP if your team has existing capacity.

Thank you,

**Shelah Riggs**  
Principal Regulatory Specialist



(909) 419-4268 Cell  
[sriggs@mnsengineers.com](mailto:sriggs@mnsengineers.com)

