

COMMENTS/LETTERS ON ZONING VIOLATIONS

<u>Commentor</u>	<u>Date of Comment(s)</u>
Soluri Meserve	August 1, 2016
Soluri Meserve	July 22, 2016
Dahvie James Philip Watt	July 13, 2016
Thomas Barth	July 8, 2016
Sheri Rominger e-mail to Philip Pogledich Response from Philip Pogledich	July 8, 2016
Philip Pogledich letter to Tim Taylor and Tom Barth	July 6, 2016
Dahvie James Philip Watt letter to Ed Short	June 24, 2016
Ed Short Courtesy Notice	June 9, 2016
Stephanie Cormier Courtesy Notice	December 4, 2015
Several complaint letters filed by neighbors (not included, anonymous complaints)	May – August, 2016



tel: 916.455.7300 · fax: 916.244.7300
1010 F Street, Suite 100 · Sacramento, CA 95814

August 1, 2016

SENT VIA EMAIL (Philip.pogledich@yolocounty.org)

Philip J. Pogledich
Office of the County Counsel
County of Yolo
625 Court Street, Room 201
Woodland, California 95695

**RE: Field & Pond Event Facility and Bed and Breakfast
Request to Enforce County Code Violations**

Dear Mr. Pogledich:

This letter is submitted on behalf of the Farmland Protection Alliance, a coalition of farmers and concerned residents who are working to ensure the long term viability of agriculture. In our prior letter dated July 22, 2016, we requested immediate action by Yolo County (“County”) to stop the unlawful event facility operations by Field & Pond (“F&P”). (See Exhibit 1.) Following submission of our prior letter, we were shocked to learn that F&P is also presently engaged in an unlawful bed and breakfast business. This information also reveals that F&P has misled the County regarding its prior events.

1. Unlawful Bed and Breakfast

Attached to this letter are reviews of F&P posted on the website www.weddingwire.com regarding weddings that occurred on June 4, 2016 and June 18, 2016. (See Exhibit 2.) One of the reviewers, “Jessica” explained: “We were able to stay at the farm house on site the night of which allowed to have a couple minutes in the morning to reflect on location.” Jessica further rates F&P’s “\$value” at three stars out of five, suggesting that F&P’s event facility and bed and breakfast was an average to good value in relation to other such commercial operations. Consistent with this review, the “FAQ” regarding F&P on the www.weddingwire.com website represents that F&P provides “accommodations” as an additional service. (See Exhibit 3.)¹ The F&P listing on www.theknot.com also represents that “on-site accommodations” are available.

¹ This same FAQ represents that F&P can accommodate up to 1,000 guests. (Compare Exhibit 3 (maximum capacity of “1,000”) with County Code section 8-2.306, subdivision (k)(2)(“fewer than one hundred fifty (150) attendees per event”).)

As you are aware, all bed and breakfast operations require approval by the County. (County Code, § 8-2.306, subd. (1).) Further, the County Code requires compliance with specific development standards, including but not limited to the following:

- (i) All guest rooms must be located within and accessible through the main single-family dwelling. Alternatively, a minority of guest rooms may be located outside the primary residence in ancillary dwelling(s), or other buildings constructed or renovated for habitable use, with the issuance of a Major Use Permit.
- (ii) Food service must be restricted to breakfast or a similar early morning meal. The price of food must be included in the price of overnight accommodation.
- (iii) Adequate parking and access must be provided, as set forth in Sec. 8-2.306(k)(5) and (6), above.
- (iv) The project must be designed to be compatible with any adjoining agricultural operations and single family residences, including appropriate setbacks, landscaping, and parking.
- (v) Adequate land area is available for the provision of on-site services, e.g., leachfields, to accommodate the number of guests and employees, if the project is not connected to public services.
- (vi) Bed and breakfast inns shall comply with all CCDEH (California Conference of Directors of Environmental Health) guidelines and CURFFL (California Uniform Retail Food Facilities Law) requirements.

(County Code, § 8-2.306, subd. (1)(2)(vi).) We are unaware that F&P's existing bed and breakfast operation was approved by the County as required by Code section 8-2.306, subdivision (1). We are also unaware of any finding that F&P's existing bed and breakfast operation complies with the above-quoted County development standards. At least one review of F&P suggests that standards are not met:

Oh, and did I mention that the house on the property that was for us to stay in was filthy upon arrival? Bugs all over, dirty dishes in the dishwasher, old food in fridge and freezer, and no window coverings so when the sun rose at 5am, so did we.

(Exhibit 4, p. 3.)

F&P has submitted an application for a use permit to conduct a large bed and breakfast operation, which the County is presently reviewing. Rather than wait for approval as required by law, however, F&P appears intent on following the mantra of

“better to beg for forgiveness rather than ask for approval.” F&P’s disrespectful view of the County’s authority to regulate commercial business in the public interest simply cannot be overlooked.

2. Flagrant Misrepresentations Regarding F&P’s Activities

Our prior letter indicated that any interpretation of the County Code regulating land use based on profitability is both absurd and leads to abuse. Subsequent research has revealed such abuse by F&P and its representatives. In an email dated June 17, 2016, F&P’s counsel, Thomas W. Barth, represented that F&P’s event on June 4th was “non-profit” because payment was less than the “net cost of approx. \$4045.” (Exhibit 5.) This representation is directly refuted by a review of that event posted on www.theknot.com, which provides in relevant part,

[W]e rented the property for over \$10k for the WHOLE WEEKEND
Owner asked to be paid via paypal before the wedding, which we did, then
after the wedding asked for more money to cover the Paypal fees!!

(Exhibit 4.)

Mr. Barth further represented that “no payment [was] taken” for the event on June 3, 2016. (Exhibit 5.) Mr. Barth further explains, “The function on June 3rd was an informal rehearsal and rehearsal dinner for 25 people. We accepted no payment for it.” (Exhibit 5, p. 3.) Again, this representation is refuted by Melissa F’s review, which explains that her wedding at F&P on June 4, 2016 included a rehearsal dinner:

Countless emails back and forth, which Dahvie (one of the owners) did not respond to in a timely manner, and he only allowed us to have the rehearsal dinner on site provided we hide it on the back side of the house so his neighbors wouldn’t see, and insisted that people carpool to further hide the event. Keep in mind, we rented the property for over \$10k for the WHOLE WEEKEND and now they tell us we have to hide it from their neighbors.

(Exhibit 4, p. 2.)

Far from an “informal” rehearsal dinner for which no payment was received, Melissa F’s review explains that event on June 3, 2016 was the rehearsal dinner for the wedding that occurred on the very next day, June 4, 2016, for which F&P received “over \$10k.” F&P’s misrepresentation to the County is inexcusable.

Philip J. Pogledich
Office of the County Counsel, County of Yolo
August 1, 2016
Page 4 of 4

* * *

F&P's flagrant disregard for the law is unconscionable and indefensible. We therefore respectfully renew our prior request for the County to take immediate action to halt these illegal business operations by F&P.

Very truly yours,

SOLURI MESERVE
A Law Corporation

By: 
Patrick M. Soluri

PMS/mre

Attachments: [Exhibit 1](#), July 22, 2016, letter re: Field & Pond
[Exhibit 2](#), Weddingwire.com reviews re: Field & Pond
[Exhibit 3](#), Weddingwire.com FAQ section re: Field & Pond
[Exhibit 4](#), TheKnot.com review re: Field & Pond
[Exhibit 5](#), June 17, 2016, email from F&P's counsel, Thomas W. Barth

cc: Farmland Protection Alliance
California Farm Bureau Federation
Oscar Villegas, Supervisor, District 1 (oscar.villegas@yolocounty.org)
Don Saylor, Supervisor, District 2 (don.saylor@yolocounty.org)
Matt Rexroad, Supervisor, District 3 (matt@rexroad.com)
Jim Provenza, Supervisor, District 4 (Chair) (jim.provenza@yolocounty.org)
Duane Chamberlain, Supervisor, District 5 (Vice-Chair)
(duane.chamberlain@yolocounty.org)
Darin Hall, Planning Commissioner, District 1 (jdhyolo@gmail.com)
Sydney Vergis, Planning Commissioner, District 2 (sydney.vergis@gmail.com)
Daniel Friedlander, Planning Commissioner, District 3
(daniel7071@sbcglobal.net)
Pat Reynolds, Planning Commissioner, District 4
(preynoldsyoloplan4@gmail.com)
Amon Muller, Planning Commissioner, District 5 (amon.muller@gmail.com)
Leroy Bertolero, Planning Commissioner, At Large (leroyisfishing@gmail.com)
Jack Kasbergen, Planning Commissioner, At Large (jackkasbergen@aol.com)

EXHIBIT 1



tel: 916.455.7300 · fax: 916.244.7300
1010 F Street, Suite 100 · Sacramento, CA 95814

July 22, 2016

SENT VIA EMAIL (Philip.pogledich@yolocounty.org)

Philip J. Pogledich
Office of the County Counsel
County of Yolo
625 Court Street, Room 201
Woodland, California 95695

**RE: Field & Pond Event Facility
Request to Enforce County Code Violations**

Dear Mr. Pogledich:

This letter is submitted on behalf of the Farmland Protection Alliance, a coalition of farmers and concerned residents who are working to ensure the long term viability of agriculture. For the reasons described below, we request immediate action by Yolo County ("County") to stop the flagrant ongoing violations of the County Code by the Field & Pond Event Facility ("F&P").

As documented in several County letters, including those dated December 4, 2015, June 9, 2016 and July 6, 2016, the F&P is operating a commercial event center without required land use entitlements. On December 4, 2015, the County notified F&P: "You are required at this time to cease all event operations until further notice." The F&P has not complied with this direction. Instead, the F&P has continued commercial event operations in flagrant disregard of the County Code. We, therefore, respectfully insist that the County take immediate action to cease all further events by F&P.

We understand that a limited number of events are allowed as a matter of "right" pursuant to County Code section County Code section 8-2.306, subdivision (k).¹ It is undisputed that F&P has held more than the maximum of one event per month, plans to

¹ The Code clearly qualifies this "right" to hold up to eight events per year in instances, as here, where "there are any agricultural, residential, vehicle access, traffic, or other compatibility issues, or if any of the development standards are not met." While existing correspondence reveals that all of these issues are triggered by F&P's existing unlawful commercial event center operations, we understand that the County has not exercised its discretion to require either site plan review or a minor use permit for these existing operations. While disappointing, we understand that the County has discretion on this issue and do not challenge it at this time.

hold well more than the maximum of eight events per year, and has further violated the maximum allowed number of attendees and vehicle trips. Accordingly, F&P is in violation of section 8-2.306, subdivision (k). This violation is in addition to other violations identified by the County.

Section 8-2.306, subdivision (k) provides in relevant part:

Special event facilities include farm and residential land and structures that are used for for-profit, paid events such as weddings, tastings, special or seasonal celebrations, rodeos, and other gatherings, and may include tasting rooms.

While conceding that it has already held more than one event per month, and plans to hold more than eight paid events per year, F&P claims that it is not violating section 8-2.306, subdivision (k) because these events are not “for-profit” in the sense that F&P’s costs of these events are greater than the revenue and therefore not operating “for-profit.” This legal interpretation is completely without merit.

Even if the terms “paid” and “unpaid” and “for-profit” are not defined in the Code, the County is not entitled to rely on an interpretation that leads to absurd results. When a statute is susceptible to two constructions, one reasonable, fair, and harmonious with its manifest purpose, and another leading to absurd consequences, a court must adopt the former. (*Western Oil & Gas Assn. v. Monterey Bay Unified Air Pollution Control Dist.* (1989) 49 Cal.3d 408, 425; *Lungren v. Deukmejian* (1988) 45 Cal.3d 727,735; *California Correctional Peace Officers Assn. v. State Personnel Bd.* (1995) 10 Cal.App.4th 1133,1147.) Here, the only reasonable interpretation of the clause “for-profit, paid” is to distinguish that commercial activity (such as the listed “weddings, tastings, special or seasonal celebrations,” etc.) from personal, non-commercial activities such as family gatherings. By contrast, an interpretation that distinguishes between profitable and unprofitable commercial activities is absurd. This is true for several common sense reasons.

First, F&P’s violations are land use violations of the County’s “Land Development and Zoning” title of the County Code. The purpose of these provisions is to prevent the land use conflicts, unmitigated environmental effects, and development pressures on farmland that are now occurring. The resulting harm to the public and the environment *is not determined* by whether the underlying commercial land use is operated at a profit or not, i.e., inconsistent with the ordinance’s “manifest purpose.” We are not aware of any instance in the County’s Land Development and Zoning title wherein the same commercial activity is subject to land use entitlements if the business is profitable and *not*

subject to land use entitlements if carried out at a financial loss. Also, Code enforcement officers are not experts in forensic accounting, which would necessarily be required if Code violations are based on some forensic accounting to determine if individual events are in fact profitable.

Second, under F&P's interpretation, any sophisticated party could easily avoid the requirement for a land use entitlement by establishing that its commercial operations are not profitable by manipulating revenue and expenses for its events. For example, F&P could surreptitiously reduce its revenue number by accepting non-monetary compensation in lieu of cash payment. Similarly, F&P could surreptitiously increase its "cost" number by "paying" the owners a ridiculously high salary. Indeed your July 6, 2016 letter indicates that is the case by stating, "While your clients appear to contend in good faith that the value of their time (at \$150/hour) should be considered in assessing whether an event is 'for profit,' we do not accept that contention."

Third, F&P's own conduct demonstrates its interpretation is absurd and unworkable. By email dated June 17, 2016, F&P's legal counsel explained that it is refusing to provide "cost breakdown" information because doing so would violate "confidentiality of certain information." If F&P truly believed that the profitability of its business operation is relevant to whether it was violating the County Code, then that information is necessarily public information subject to full disclosure. F&P's concern about maintaining "confidentiality" of its profitability information demonstrates that it does not really believe this information is relevant to whether F&P's commercial event center is in compliance with the County Code.

In summary, F&P's "interpretation" of County Code section 8-2.306, subdivision (k) as only applying when F&P actually turns a profit for each individual event is patently absurd, and we believe will be viewed as such by a reviewing court. The only reasonable interpretation of "for-profit, paid events" is to contrast such events² with private, non-commercial events. Accordingly, F&P's ongoing commercial operations are unpermitted special event facilities in violation of violate 8-2.306, subdivision (k), and must be halted immediately.

F&P may assert that the County is without authority to halt F&P's unlawful event center activities because of a vested right to proceed based on the County's conduct. No such vested right exists. A vested right may arise, in certain circumstances, from the substantial liabilities incurred in good faith reliance on a permit issued by a government.

² "Field & Pond, LLC" is a limited liability company that is registered with the California Secretary of State. Its entity number is 201424710192 and its entity address is 26055 County Road 29, in Winters, California.

Philip J. Pogledich
Office of the County Counsel, County of Yolo
July 22, 2016
Page 4 of 4

(*Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785, 791.) Here, by contrast, no permit has been issued by the County. Moreover, F&P has certainly not engaged in any good faith reliance since the “interpretation” that F&P purports to rely on is patently absurd, and which F&P has itself not even followed. This applies to any claim of vested rights based on estoppel also. (*City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, 488-489; *Strong v. County of Santa Cruz* (1975) 15 Cal.3d 720, 725.) Here, the County has a strong public policy to protect the environment as well as the hundreds and even thousands of F&P’s paying clients from potential hazards from unanalyzed and unmitigated land use conflicts. In short, F&P has no claim against the County for properly enforcing its Code.

Respectfully, the County has a clear, present and ministerial duty to enforce the County Code by taking enforcement actions already identified in the County’s letter dated December 4, 2016 and your letter dated July 6, 2016. To the extent that you disagree with the analysis in this letter and decline to allow the necessary code enforcement to proceed, we would ask that you please advise us of any administrative appeals that are required in order to exhaust administrative remedies (it appears there are none).

Very truly yours,

SOLURI MESERVE
A Law Corporation

By: 
Patrick M. Soluri

PMS/mre

cc: Farmland Protection Alliance
California Farm Bureau Federation

EXHIBIT 2

Wedding Venues in Sacramento, CA >



Field & Pond Favorite

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Winters, CA

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Profile Reviews 2 Photos 16 FAQ Map

Wedding Reviews (2)

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★★★★☆
2.8
out of 5.0

🏆 Quality of Service	2.8	💰 Value	3.0
🗨️ Responsiveness	2.8	📄 Flexibility	2.8
👤 Professionalism	2.8		

Write a Review

Sort by Rating: Highest ▼

💬 Contact this Vendor

Your First Name

Your Last Name

Your Email

Wedding Date

Send me info via email

Write your message...

Request Pricing

★ Write a Review

📌 Mark Vendor as Booked



Jessica
2 Reviews
🕒 06/18/2016

★★★★★ 5.0

Field and Pond is a new business and there were some growing pains that went along with our planning. However, the day of everything was perfect. The owner Dahvie genuinely wanted us to be happy. The venue itself is gorgeous. The site is sprawling, we were able to have our ceremony, cocktail hour, and reception in three different locations. Our guests were impressed by the beauty of the location. **We were able to stay at the farm house on site the night of which allowed to have a couple minutes in the morning to reflect on location.** All and all it was a picturesque day and could not imagine having our day anywhere else.

Services Used: **Ceremony & Reception Venue**

Setting: Outdoor

Event Services: Accommodations

Did you find this review helpful?



Melissa

1 Review

🕒 06/04/2016

★☆☆☆☆ 0.6

Dealing with this venue and it's inept and unprofessional owners was the low point of our wedding. The location and property itself are stunning, and it has so much potential, but it's doomed to fail under the current leadership. The owners made all kinds of promises they didn't keep, including having our rehearsal dinner on-site, **being able to rent an on site cottage for family and friends**, specialty rental items, etc. Everything was on track until about 3 months before our wedding. First they said that we couldn't have our rehearsal dinner there because they'd already met their quota for events for the year-we'd had this planned for nearly a year at this point, and informed them every step of the way. Then we got an email saying that barn on the property wasn't technically up to building codes (they didn't have proper permits!) and so they'd have to remodel and possibly we wouldn't be able to use it for our wedding. They offered \$500 back and a dance floor outside. Insulting. After much back and forth (this took weeks because owner was not responsive to emails in a timely manner), he only allowed us to have the rehearsal dinner on site provided we hide it on the back side of the house and insisted that people carpool so their neighbors wouldn't find out. They said we could no longer rent the cottage on the property and instead **THEY STAYED IN IT ALL WEEKEND**. Watching our every move, including being present on our wedding night when I'd hoped my new husband and I would have a private night together. **Oh, and did I mention that the house on the property that was for us to stay in was filthy upon arrival? Bugs all over, dirty dishes in the dishwasher, old food in fridge and freezer, and no window coverings so when the sun rose at 5am, so did we.** Oh and forget privacy at night because the cottage looks right into the master bedroom. Only reason it was a success is due to myself, family, friends and our wedding planner. I could say so much more, no space...

Services Used: **Ceremony & Reception Venue**

Event Services: Accommodations

Setting: Outdoor

Did you find this review helpful?

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- | | | | | | |
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| Wedding Photographers | Wedding Hairstyles | Wedding Officiants | Wedding Cakes | Rehearsal Dinner | Name Change |
| Wedding DJs | Wedding Videographers | Wedding Rentals | Wedding Limos | Wedding Decor | Wedding Favor: |
| Wedding Registry | Wedding Florists | Wedding Dresses | Wedding Invitations | Wedding Travel | Wedding Hotel |

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- | | | | | | |
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EXHIBIT 3

Wedding Venues in Sacramento, CA >



Field & Pond Favorite

★★★★☆ 2 Reviews • Write a Review
Winters, CA

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💬 Contact this Vendor

Profile Reviews 2 Photos 16 FAQ Map

Venue Highlights

Maximum Capacity	1000
Guest Minimum	1
Event Spaces	1
Type	Farm, Marina, Winery
Style	Glamorous, Preppy, Vintage
Setting	Covered Outdoor, Indoor, Uncovered Outdoor

Wedding Events

Event Services

PLANNING TOOLS

VENUES

VENDORS

FORUMS

DRESSES

INSPIRATION

REGISTRY

<ul style="list-style-type: none"> ✓ Accommodations ✗ Cake ✗ Clean Up ✗ Event Rentals ✗ Lighting/Sound ✗ Set Up 	<ul style="list-style-type: none"> ✗ Bridal Suite ✗ Catering/Bar ✗ Event Planning ✗ Liability Insurance ✗ Outside Vendors
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Your First Name

Your Last Name

Your Email

Wedding Date

Send me info via email

Write a Review **LOGIN**
Write your message...

Request Pricing

★ Write a Review

☑ Mark Vendor as Booked

EXHIBIT 4



Cameron K., The Knot
Venue Expert

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< Wedding Reception Venues

Field & Pond



Winters, CA

Capacity: 300+ | [WEBSITE](#) | [PHONE](#)

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Amenities + Details

Amenities

✓ On-Site Accommodations

✓ Outdoor - Covered

✓ Outdoor - Not Covered

✓ Reception Area

For more details about amenities, please message the Venue.

Price Range

\$\$ - Affordable

Guest Capacity

300+

Settings

Farm + Ranch, Barn, Waterfront, Historic Venue

^ LESS

Contact Info



26055 County Road 29, Winters, CA (415) 845-2295

[WEBSITE](#)

Reviews

^ ^

[WRITE A REVIEW](#)

★★★★★ Reviewed On 7/21/2016

I am a professional wedding planner, and I had the privilege of planning a wedding for a delightful couple in June - the stunning event was held at Field and Pond. This property has everything... beautiful views, serenity, natural elements, open spaces, a gorgeous heritage barn... [Read More](#)

★★★★★ Reviewed On 7/20/2016 Jess T

Field and Pond is a new business and there were some growing pains that went along with our planning. However, the day of everything was perfect. The owner Dahvie genuinely wanted us to be happy. The venue itself is gorgeous. The site is sprawling, we were able to have our... [Read More](#)

★☆☆☆☆ Reviewed On 6/29/2016 Melissa F

Dealing with this venue and it's unprofessional owners was the low point of our wedding. The location and property itself are stunning, and it has so much potential, but it's doomed to fail under the current leadership. The owners charmed us with all kinds of promises they didn't keep when we signed a contract a year out from our wedding.. Everything was on track until about 3 months before the big day. First they said that we couldn't have our rehearsal dinner there because they'd already met their quota for events for the year-we'd had this planned for nearly a year at this point, and informed them every step of the way. Then we got an email saying that barn on the property wasn't technically up to building codes (they didn't have proper permits and a neighbor had called them out on it, which then led to them cancelling several weddings before ours-with little more than an apology). They told us they would have to remodel the barn and it may or may not be done in time for our wedding. They offered \$500 back and a dance floor outside. Insulting and absurd considering 90% of the reason we booked the venue was for the barn. Countless emails back and forth, which Dahvie (one of the owners) did not respond to in a timely manner, and he only allowed us to have the rehearsal dinner on site provided we hide it on the back side of the house so his neighbors wouldn't see, and insisted that people carpool to further hide the event. Keep in mind, **we rented the property for over \$10k for the WHOLE WEEKEND** and now they tell us we have to hide it from their neighbors. They also had originally said we could rent the cottage on the property for our family and instead THEY STAYED IN IT ALL WEEKEND. Watching our every move, including being present on our wedding night when

I'd hoped my new husband and I would have a private night together. Oh, and did I mention that the house we stayed in adjacent to their cottage didn't have any window coverings? So on our wedding night, we had to hide from the windows so as not to be seen by the owners and staff milling around outside. The house was filthy when we checked in on Friday, bugs all over, dirty dishes in the dishwasher, old food in fridge and freezer, dust everywhere, etc. They also let one of their dogs out during our reception so it was roaming around with our guests-NOT OK. **Owner asked to be paid via paypal before the wedding, which we did, then after the wedding asked for more money to cover the Paypal fees!!** Anyone who's ever used Paypal (and certainly a business owner) knows that fees are associated with using it, so if you don't want to eat the cost of the fees, ask to be paid another way! We'd have been fine sending a check, but he wanted Paypal...uuuuugh. When I refused to pay the fees, he then said he was going to start charging me miscellaneous fees for moving the dining room chairs back (at \$500 per hour moving fees) and has now refused to return property of ours that we accidently left behind. Truly a nightmare to work with these people. The only reason our wedding was a huge success and beautiful experience is because our family and friends pitched in and made sure it all ran smoothly and so no one was the wiser to the behind the scenes chaos of this venue. I am a small business owner in the service industry and it's such a shame to see people mismanage their business, especially so early on because your first years are the most important.

Lovely & Friendly

★★★★★ Reviewed On 7/24/2015 Susan L

Field & Pond came to our rescue when our original venue cancelled on us. They were so friendly & happily gave us a full tour of their venue and all their rental options (chairs, table settings, etc). Their outdoor area has several options for a ceremony settings and two barns.... [Read More](#)

MORE VENDORS LIKE THIS



Freedom Hall & Gardens

Santa Clara, CA

EXHIBIT 5

Thomas W. Barth

From: Thomas W. Barth
Sent: Friday, June 17, 2016 5:14 PM
To: Eric Parfrey (Eric.Parfrey@yolocounty.org); Eric May (Eric.May@yolocounty.org)
Cc: tim.taylor@stoel.com; Dahvie James (dahvie@fieldandpond.com); Philip Watt (drphilwatt@yahoo.com); Taro Echiburu (Taro.Echiburu@yolocounty.org)
Subject: Response to Informal Inquiry by Planning/Parfrey
Attachments: Documentation on function on June 3.pdf

Eric Parfrey and Eric May,

I am assisting Dahvie in response to Eric Parfrey's email inquiry (copied below). I placed several calls to folks today and left messages for Eric Parfrey, Eric May, and Ed Short to clarify the purpose for Eric Parfrey's email, in light of the prior Courtesy Notice from Ed Short. While I was writing this email I received a call from Taro Echiburu, and I generally discussed this response with him. Although there are several questions we need to answer (noted in the next paragraph), I am sending information to address Eric's questions within the arbitrary timeline he mentioned of being "prior to any further events."

I reached out to all of the folks at the County for several reasons. First, I wish to speak with Eric May to clarify the necessary protections are in place for confidentiality of certain information provided in response to County questions – until this issue is resolved, Dahvie should not disclose information which may be confidential or in the nature of trade secrets relating to the business of Field + Pond. Next, there seems to be some confusion about whether Field + Pond should be responding to the Courtesy Notice from Ed Short about the issue of number of events, which asked for a response by June 24, or should the response go to Eric Parfrey based on his email asking for a response within essentially two days. I would note that the County Code, Title 1, Section 5 does not identify a process for such short notice requested by Eric Parfrey, asking for information very soon after Eric's email. Also, that part of the Code does not seem to contemplate the service of enforcement notices by email, as Eric sent the message below. In the interest of cooperating with County officials, the information requested by Eric Parfrey (and requested in the first item of the Courtesy Notice) is provided in this response.

The table included in Eric Parfrey's email requires certain corrections, and I am sending you a corrected table as follows:

For-Profit Events	# of attendees	Function Date	Classification	Notes
	150	May 28th, 2016	Non-profit	Net Cost of Approx. \$3,976 to F+P (Cost Breakdown to be provided upon resolution of confidentiality)
	25-30	June 3rd, 2016	No Payment Taken	See Attached Information
	100	June 4 th , 2016	Non-profit	Net Cost of Approx. \$4045 (Cost Breakdown to be provided as above)
	50	June 10 th , 2016	No Payment Taken	Personal Function

			Non-profit	Net Cost of Approx. \$4924 (Cost Breakdown to be provided as above)
	148	June 11th, 2016		
1	100	June 18 th , 2016	For Profit	
	20	July 4 th , 2016	No Payment	Personal Function
	100	August 12th, 2016	Non-profit	
	80	August 21st, 2016	Non-profit	
2	150	August 27th, 2016	For Profit	
	150	September 10th, 2016	Non-profit	
3	150	September 17th, 2016	For Profit	
	150	September 24th, 2016	Non-profit	
4	100	October 8th, 2016	For Profit	

As shown in the table, only one for-profit event will be held in the months of June, August and September. And the cost breakdowns for May 28, June 4, and June 11 will be provided as soon as we can ensure that the confidentiality of the information will be protected from disclosure as a result of this investigation by the County.

Thanks,
Tom

From: Eric Parfrey [redacted]

Sent: Wednesday, June 15, 2016 3:40 PM

To: Dahvie James <[redacted]>

Cc: Eric May <[redacted]>; Taro Echiburu <[redacted]>;

Subject: Need info on unpaid events

Dahvie:

We are receiving a number of complaints about the number of events you are holding. We need you to immediately submit further information to our office regarding the type of events that have been held so far in June, and what events are planned for the remainder of the summer. You must explain to us, and submit evidence, as to why some of these events are characterized as "non-profit" or "personal," as opposed to paid events. We must receive this information immediately prior to any further events being held on your property.

The following table below was submitted to us by your attorney. However, the information does not appear to be complete. We have received complaints about an event (a wedding rehearsal dinner?) and wedding that were held on June 3 and 4. Please augment the table to indicate the type of event that was held last weekend.

Please e-mail us this information to us as soon as possible so we may resolve these important issues.

Eric

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The function on June 3rd was an informal rehearsal and rehearsal dinner for 25 people. We accepted no payment for it. The event itself was attended by the bride, bridesmaids (4), groom, groomsmen (5), their spouses, parents and step parents. This particular client lived through the ups and downs that Field & Pond has experienced throughout the Use and Building Permit processes. She requested that her family be able to gather after her rehearsal, which started at 5:30, and we allowed her to do so; it was the least that we could do, given all of the inconvenience that she had experienced during a time that should have been joyous and carefree. The rehearsal lasted for about an hour, and they had pizza shortly thereafter. We did not furnish any rentals, services or assistance for their gathering. They hung out on the lawns with a couple of the tables from the reception area. Below are pictures that are time/date stamped, which help substantiate this information.

**** AT&T LTE 6:00 PM Winters June 3 5:33 PM
 **** AT&T LTE 6:00 PM Winters June 3 6:00 PM
 **** AT&T LTE 6:00 PM Winters June 3 6:00 PM
 **** AT&T LTE 6:01 PM Winters June 3 6:41 PM



11 cars -
2 belong to us



Joe Rominger (from CR88) stalking, AGAIN. 4 times that day



8 guest cars



3 guest cars



Picture of the reception site for 6/4



tel: 916.455.7300 · fax: 916.244.7300
1010 F Street, Suite 100 · Sacramento, CA 95814

July 22, 2016

SENT VIA EMAIL (Philip.pogledich@yolocounty.org)

Philip J. Pogledich
Office of the County Counsel
County of Yolo
625 Court Street, Room 201
Woodland, California 95695

**RE: Field & Pond Event Facility
Request to Enforce County Code Violations**

Dear Mr. Pogledich:

This letter is submitted on behalf of the Farmland Protection Alliance, a coalition of farmers and concerned residents who are working to ensure the long term viability of agriculture. For the reasons described below, we request immediate action by Yolo County (“County”) to stop the flagrant ongoing violations of the County Code by the Field & Pond Event Facility (“F&P”).

As documented in several County letters, including those dated December 4, 2015, June 9, 2016 and July 6, 2016, the F&P is operating a commercial event center without required land use entitlements. On December 4, 2015, the County notified F&P: “You are required at this time to cease all event operations until further notice.” The F&P has not complied with this direction. Instead, the F&P has continued commercial event operations in flagrant disregard of the County Code. We, therefore, respectfully insist that the County take immediate action to cease all further events by F&P.

We understand that a limited number of events are allowed as a matter of “right” pursuant to County Code section County Code section 8-2.306, subdivision (k).¹ It is undisputed that F&P has held more than the maximum of one event per month, plans to

¹ The Code clearly qualifies this “right” to hold up to eight events per year in instances, as here, where “there are any agricultural, residential, vehicle access, traffic, or other compatibility issues, or if any of the development standards are not met.” While existing correspondence reveals that all of these issues are triggered by F&P’s existing unlawful commercial event center operations, we understand that the County has not exercised its discretion to require either site plan review or a minor use permit for these existing operations. While disappointing, we understand that the County has discretion on this issue and do not challenge it at this time.

hold well more than the maximum of eight events per year, and has further violated the maximum allowed number of attendees and vehicle trips. Accordingly, F&P is in violation of section 8-2.306, subdivision (k). This violation is in addition to other violations identified by the County.

Section 8-2.306, subdivision (k) provides in relevant part:

Special event facilities include farm and residential land and structures that are used for for-profit, paid events such as weddings, tastings, special or seasonal celebrations, rodeos, and other gatherings, and may include tasting rooms.

While conceding that it has already held more than one event per month, and plans to hold more than eight paid events per year, F&P claims that it is not violating section 8-2.306, subdivision (k) because these events are not “for-profit” in the sense that F&P’s costs of these events are greater than the revenue and therefore not operating “for-profit.” This legal interpretation is completely without merit.

Even if the terms “paid” and “unpaid” and “for-profit” are not defined in the Code, the County is not entitled to rely on an interpretation that leads to absurd results. When a statute is susceptible to two constructions, one reasonable, fair, and harmonious with its manifest purpose, and another leading to absurd consequences, a court must adopt the former. (*Western Oil & Gas Assn. v. Monterey Bay Unified Air Pollution Control Dist.* (1989) 49 Cal.3d 408, 425; *Lungren v. Deukmejian* (1988) 45 Cal.3d 727,735; *California Correctional Peace Officers Assn. v. State Personnel Bd.* (1995) 10 Cal.App.4th 1133,1147.) Here, the only reasonable interpretation of the clause “for-profit, paid” is to distinguish that commercial activity (such as the listed “weddings, tastings, special or seasonal celebrations,” etc.) from personal, non-commercial activities such as family gatherings. By contrast, an interpretation that distinguishes between profitable and unprofitable commercial activities is absurd. This is true for several common sense reasons.

First, F&P’s violations are land use violations of the County’s “Land Development and Zoning” title of the County Code. The purpose of these provisions is to prevent the land use conflicts, unmitigated environmental effects, and development pressures on farmland that are now occurring. The resulting harm to the public and the environment *is not determined* by whether the underlying commercial land use is operated at a profit or not, i.e., inconsistent with the ordinance’s “manifest purpose.” We are not aware of any instance in the County’s Land Development and Zoning title wherein the same commercial activity is subject to land use entitlements if the business is profitable and *not*

subject to land use entitlements if carried out at a financial loss. Also, Code enforcement officers are not experts in forensic accounting, which would necessarily be required if Code violations are based on some forensic accounting to determine if individual events are in fact profitable.

Second, under F&P's interpretation, any sophisticated party could easily avoid the requirement for a land use entitlement by establishing that its commercial operations are not profitable by manipulating revenue and expenses for its events. For example, F&P could surreptitiously reduce its revenue number by accepting non-monetary compensation in lieu of cash payment. Similarly, F&P could surreptitiously increase its "cost" number by "paying" the owners a ridiculously high salary. Indeed your July 6, 2016 letter indicates that is the case by stating, "While your clients appear to contend in good faith that the value of their time (at \$150/hour) should be considered in assessing whether an event is 'for profit,' we do not accept that contention."

Third, F&P's own conduct demonstrates its interpretation is absurd and unworkable. By email dated June 17, 2016, F&P's legal counsel explained that it is refusing to provide "cost breakdown" information because doing so would violate "confidentiality of certain information." If F&P truly believed that the profitability of its business operation is relevant to whether it was violating the County Code, then that information is necessarily public information subject to full disclosure. F&P's concern about maintaining "confidentiality" of its profitability information demonstrates that it does not really believe this information is relevant to whether F&P's commercial event center is in compliance with the County Code.

In summary, F&P's "interpretation" of County Code section 8-2.306, subdivision (k) as only applying when F&P actually turns a profit for each individual event is patently absurd, and we believe will be viewed as such by a reviewing court. The only reasonable interpretation of "for-profit, paid events" is to contrast such events² with private, non-commercial events. Accordingly, F&P's ongoing commercial operations are unpermitted special event facilities in violation of violate 8-2.306, subdivision (k), and must be halted immediately.

F&P may assert that the County is without authority to halt F&P's unlawful event center activities because of a vested right to proceed based on the County's conduct. No such vested right exists. A vested right may arise, in certain circumstances, from the substantial liabilities incurred in good faith reliance on a permit issued by a government.

² "Field & Pond, LLC" is a limited liability company that is registered with the California Secretary of State. Its entity number is 201424710192 and its entity address is 26055 County Road 29, in Winters, California.

Philip J. Pogledich
Office of the County Counsel, County of Yolo
July 22, 2016
Page 4 of 4

(*Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785, 791.) Here, by contrast, no permit has been issued by the County. Moreover, F&P has certainly not engaged in any good faith reliance since the “interpretation” that F&P purports to rely on is patently absurd, and which F&P has itself not even followed. This applies to any claim of vested rights based on estoppel also. (*City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, 488-489; *Strong v. County of Santa Cruz* (1975) 15 Cal.3d 720, 725.) Here, the County has a strong public policy to protect the environment as well as the hundreds and even thousands of F&P’s paying clients from potential hazards from unanalyzed and unmitigated land use conflicts. In short, F&P has no claim against the County for properly enforcing its Code.

Respectfully, the County has a clear, present and ministerial duty to enforce the County Code by taking enforcement actions already identified in the County’s letter dated December 4, 2016 and your letter dated July 6, 2016. To the extent that you disagree with the analysis in this letter and decline to allow the necessary code enforcement to proceed, we would ask that you please advise us of any administrative appeals that are required in order to exhaust administrative remedies (it appears there are none).

Very truly yours,

SOLURI MESERVE
A Law Corporation

By: 
Patrick M. Soluri

PMS/mre

cc: Farmland Protection Alliance
California Farm Bureau Federation

Dear Supervisors and Planning Commissioners,

We are writing to clear the air and respond to the most recent series of complaint letters lodged against our pending project and lawful activities; specifically, the letters written by Patty and Robyn Rominger. Complaints that they have made intentionally assert false accounts of events that we have held, as well as actions that we have taken with respect to wildlife and habitat on our property. At great time and expense to ourselves and our business, we have responded directly to County staff's Courtesy Notice that resulted from these false allegations made by Romingers. Attached you will find a copy of that communication. However, we also feel compelled to reach out to you directly as well, because it has come to our attention that you may not have received all of the communications that we've shared with county staff.

As you are already aware, we have gone through great efforts in order to ensure that our structures and grounds are not only safe for visitors, but also compliant with California Fire Code and ADA regulations. It has been extremely expensive to achieve this, and it has also been very difficult navigating the ambiguous and often unpredictable building permit process; particularly given the level of interference and repeated attempts to undermine our progress, that have been undertaken by certain opponents. Nevertheless, we want to make it emphatically clear that we have gone through these steps, in order to remain in operational compliance with Yolo County laws and regulations, which we will continue to do.

Since the submission of our Use Permit application, our opponents, including Robyn, Bruce and Patty Rominger, have made a deliberate and concerted effort to convolute facts regarding our application scope and event operations. Further, as one of the most blatant examples, they have continually and publically made all sorts of declarations about our intentions, integrity, capabilities, family, and even lineage; and in most cases, they've attempted to criminalize and shame us for actions that they themselves have taken, and have openly approved of with other properties in the area. It is truly a disgrace that an application to start a rural business would result in such blatant and unmitigated hatred. Have we not demonstrated a willingness to help build the economic viability of Winters and Yolo? Are we not socially and professionally engaged in your community? Did we not work tirelessly to try and reach a middle ground with them? We have demonstrated good faith on all of these fronts, and will continue to do so. However, we would be remiss if we didn't underscore what is apparent duplicitous and antagonizing actions taken by these folks.

Our observation is that these opponents to our application apply double-standards with respect to how they adhere to and enforce County processes, laws, and most surprisingly staff guidance. They inundate you with repetitive, and often poorly crafted, complaints and letters alleging our offenses, and they also make claims about the misdirection given by county staff and officials in interpreting and administering the 2030 General Plan; a plan for which they dismissed an opportunity to work collaboratively with fellow community members in developing. However, what is not being acknowledged are the double standards they apply, and the overall lack of integrity exemplified by these countless complaints.

Bruce, Patty and Robyn demanded a moratorium on agritourism and event centers, in February; an action that, if approved, would have singlehandedly delivered a devastating blow to our local economy, as well as our reputation with visitors. Tourism pumps \$317 million dollars, 4,000 jobs, and \$25 million in tax dollars, into our local economy, yearly. Candidly, we are shocked by the level of commotion that was motivated by the basic anecdotal accounts of Patty Rominger, amongst County staff and some elected officials. Patty, who claimed to possess sustentative information, that still remains unseen, but confirms that all other nearby counties were completely retreating from agritourism aspirations, as a result of having been jolted by 'unintended consequences.' Of course, since this point, we have all seen countless articles that say otherwise about our county and others. Why would anyone forfeit the health

of our total economy, simply to defeat a single project proposal? We can't answer these questions for you, but we can certainly tell you about the 'unintended consequences' that we have endured as a result of this family's behavior.

The fact of the matter is that these folks consistently violate the very policies that they claim to be working so aggressively to uphold. They continue to hold events on their property, in their home, as well as within the Hedgerow Farms building on CR88, using unpermitted structures that are not cleared for public assembly, fire safety or ADA compliance. On the banks of the very creeks that they claim to be dedicated to protecting, within the 100 foot buffer, they install deep water wells, build homes, and conduct deep ripping. How can they conduct these ongoing activities on and in the vicinity of the creek banks, and then turn around and insist that the danger and disruption to the creek environment from our guests, the occasional music, and lighting, will adversely impact the environment?

These aggressive behaviors and antagonizing actions against us are justified under the guise of 'neighborhood watch'; yet, they turn a blind eye to their neighbor on CR 27, Stone Ranch. We have seen photos, even on the Stone Ranch web site, which show large dinners in their barn that is clearly not permitted for occupancy; no sprinklers, ADA access, or up to code seismic features. Are they counting the number of events that the Stones have? Stone Ranch even hosts a 'Warrior Dash Mud Run', which includes hundreds of people, who stomp through precious wildlife habitat, annihilating anything in their paths, all for the sake of sport. Why haven't they approached Tuleyome or the County to take necessary steps to protect the wildlife that is so clearly disrupted and endangered by these types of activities?

Photo: Dash Mud Run on Stone Ranch – CR 27



Recently, Bruce actually placed a call to the department of Fish & Wildlife, fraudulently claiming that we were grading tullies around the pond, and disturbing the wildlife. While out of town, I was alerted by one of our contractors that there was yet another law enforcement officer searching our property to try to make sense of another fraudulent claim from Bruce and Robyn, to no avail; no evidence or substantiation of their claims could be found what so ever.

Our opponents would like you to believe that their concern is for protection of Ag land. Yet, most of their attention and focus has been on disrupting and discontinuing our agricultural farming plans. They've prohibited farming partners, who share contracts with them, from working with us; we learned this directly from these contacts. They've encouraged the seller of our property to continue putting up roadblocks to prevent us from accessing the portion of our property on the south side of Chicahomony Slough (as confirmed in writing by the seller), which has deterred our plans for agricultural expansion back there. They have tried to encourage environmentalist groups to legally pursue us, based on the grounds that our plans for orchards would disrupt natural habitat for hawks and blackbirds; as if, we are the only ranch in Yolo County that would have an orchard. They've even tried to incite a law suit against us with the Farm Bureau, by claiming that we are intending to "take farm land out of Ag." This of course is false, and is also despite the fact that we have been farming for two consecutive years now, and our land had not been in production for tens of years, prior to our purchasing it. This last point about non-

agricultural production for our land has been confirmed by not only county assessor records, but also members of the family who owned it, even before the Romingers arrived here in this town.

It is probably also worth noting that at this stage, we are very well aware of our neighbor's fear of fires. They've made many attempts to sway fire officials to overstate risks with our property, and to interfere with ongoing fire code inspections. We share their concern for fire risks. However, we also try to channel our concern in a positive way that reminds us of how important it is to have the appropriate measures in place, in order to minimize risk of fires, and to know what to do in the event of one. We have a comprehensive Emergency Prevention and Protection plan, and we have trained our security and primary vendor partners on this plan. Further, our clients are made aware of contractual rules and policies on smoking, as well as open flames; and our security team strictly enforces them. In other words, we don't allow ourselves to be so overcome with fear, such that we result to extremism and ban all tourists from driving down the road and visiting. We try to focus on the facts, not the fears, because this is really the only way to ensure that we truly do have the appropriate measures, protocols, training and insurance in place.

Worth noting is that the Romingers and their employees, like many who farm, use "controlled burns" for weed abatement and soil cultivation. We actually rely on grazing and horticulture to accomplish the same goals due to our concern for the animals and habitat, and fires that could get out of control. Nevertheless, controlled burns are a prevalent and important component of farming, but they represent higher risks. However, this doesn't mean that we should ban them; they do have a very important role that they play. Nevertheless, again, acknowledging the risks for what they are, would allow us to mitigate them more effectively. For example, we have notification protocols in our Emergency Prevention and Protection Plans. The Romingers have literally done several controlled burns that have spanned hundreds of acres, in very close proximity to our property, and they don't provide us with notification. We would contend that given the risks, as neighbors who claim to be invested in 'neighborhood watch', and "terrified of fires", that they should at a minimum communicate in advance whenever a burn is occurring, so that there isn't unnecessary concern at large, and in a worst case, everyone is prepared to help and respond, in the event one of those controlled burns gets out of control.

Diagram: Basic stats on fires

Table 2. Distribution of Fires by Property Type

Property Type	Percent Distribution	
	Rural	U.S.
Outside Fires	45%	43%
Structure Fires	35%	31%
Non-residential Structure Fires	10%	9%
Residential Structure Fires	25%	23%
Vehicle Fires	19%	24%
Other Fires	1%	2%
TOTAL FIRES*	100%	100%

* may not add to 100 percent due to rounding

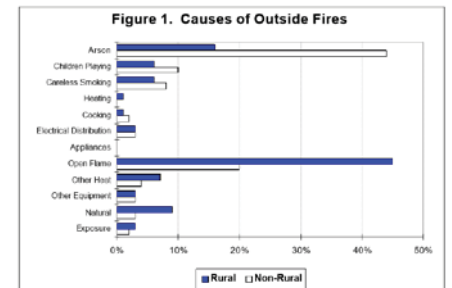


Photo: Rominger employee blowtorching dried grass.



Photo: Hundreds of acres burned at Yansi ranch – owned by Bruce – CR27 – which is adjacent to many inhabited properties on CR29



These opponents would also like to sell you a story that their concern is only for public safety, yet they have frequently interfered with our building permit process, which is actually deliberately focused on ensuring public safety. They've attempted to sway fire officials to deny approvals. They've obsessively and compulsively harassed building department inspectors, to the extent that the inspectors in many cases have exercised an undue and unprecedented level of stalling and scrutiny on our projects, which has resulted in long timelines and excessive fees. This is all so malicious, because the ongoing building inspections are relating to work on our property, for our projects, with expert inspectors who are helping us to get everything correct. On the ranch where Candee stays, there's a partially finished house, that has been occupied, that is being built without county permits or oversight. Yet, she too makes repeated calls and attempts to disrupt our building permit process. Why do these neighbors feel the need to interfere with our process, when it simply has nothing to do with them?

Photo: Unpermitted work on easement on Rominger property – CR29



Photo: Unpermitted work on easement on Rominger property – CR29



Conversely, they seem to be dismissive of public safety issues that they create. Tractors traveling down the road are expected, and contrary to Rominger claims, we actually enjoy the tractors, as do our guests; we love to see them. However, there are other significant road hazards, created by Bruce, that we've had to work with, that seemed like they could have been avoided, or at least managed differently. For example, at one point he had a construction project that extended into the county road, and created a completely blind curve. We have no idea if the work was actually permitted. It spilled into the actual road, and there even seemed to be digging under the road; plus, we didn't receive any county notices, and there was no cautionary signage. However, we were not extended a courtesy notice from him. He could have made a better effort to ensure that the driving conditions were safe; particularly since he left the mess there for weeks. Nevertheless, we didn't call the county, and instead acted as reasonable neighbors by working with the inconvenient and unsafe circumstances while he completed work.

What about blocking the county road, and creating road hazards? Their employees consistently park on the shoulder of the county road, and oftentimes on the road itself, obstructing traffic. We have also experienced a few occasions in where cattle trucks from the Chapman ranch, where Candee Briggs rents, have gotten stranded on the road, or were unable to get past the bridge beyond our house. On one occasion, the driver had to release cattle onto the road and try to herd them over the bridge there.

Photo: Rominger vehicles parked on the county road with no drivers behind the wheel – CR 29



Recently, the property across the street had a very large rig that blocked the county road for several hours. During this time, we allowed traffic passing through to our other neighbor's place to use our property as a detour. No Sherriffs were called. No county complaints were made. We simply cooperatively worked with the situation. Ultimately, we feel that this is exactly what good neighbors should and would do.

Photo: Rig from Stucker property blocking CR29 – Jun 7th, 2016



Often we have heard Candee Brigg's recounts of being "run off the road", or almost having had a "head-on collision"; and of course, without any basis, assuming that the other car is from our property. Well we have personally seen these incidents occur, and clearly deduced that they are due to Candee and Romingers cutting across oncoming traffic (i.e. a dotted yellow line), without signaling, or even yielding, in order to drive into the Alice May Briggs property. This is a clear traffic law violation; one that they omit in their recounts of near-misses on the road. Similarly, with their "we were run off the road" narrative, our contractor informed us of Robyn tailgating and honking behind him, driving at excessive speed. This was follow-on to a fraudulent report that she made to the Sheriff's office, along

with at least two other folks, claiming that she saw one of our contractors speeding. Robyn ran our contractor off the road, and when he signaled and pulled over, she sped off around him, not seeing the reason for his cautious driving, which was a tow truck that was stopped on the road in front of the Shephard's place; she locked her breaks up, and fishtailed, in order to try to avoid the collision; the tow truck driver has vouched for this occurrence, and we have a sworn statement from our contractor that provides further validity to the report. Jill Shepherd also has the ability to give an honest account of this occurrence as well, given that she was an eye witness.

The potential for trespassing also seems to be a consistent concern expressed by our opponents, particularly Candee Briggs. First, we cater to a very sophisticated clientele, who have absolutely no interest in trespassing onto any neighboring properties. Second, there has never been an instance of our guests going onto neighboring properties. Contrast this with eyewitness accounts of Joe Rominger trespassing on our property. Candee of course came onto our property in order to nab the license plate of one of our contractors, in order to aid in the fraudulent report to the Sherriff's department about him speeding. Further, we have had several instances in which the cows belonging to the Chapman ranch where Candee lives that should be grazing on Rominger grounds end up on our property, on our manicured lawns. To date, we have incurred upwards of \$1,000 in expenditures to replace grass that has been damaged. However, again, we have tried to be good neighbors, and not pelt Bruce or Candee with complaints, or calls to the authorities, which we would be well within our rights.

Ok, we get it, they don't want an Event Center next to their home. However, we are so deeply disturbed by the illicit and derisive extent to which they have been willing to go, in order to try to completely run us out of town. When the Romingers stormed the Chamber of Commerce meeting demanding that the Chamber resend their letter of support for Field & Pond, a coercive practice that they also tried to use with a City Council member who wrote a letter in support of our business, and agritourism, they called Dahvie a criminal, among other things. In an effort to try to get the meeting onto a constructive tract, one of the board members specifically asked Bruce if there was any solution that could be worked out. His reply to this was, "yes, Dahvie can move....There are perfectly good lots downtown that would be great for what he wants to do with his business." Many of the Planning Commissioners also witnessed mean-spirited, slanderous and hate-based expressions of this same sentiment during our first workshop

Video Snapshot: Rominger vehicle failing to yield as they cross a two-lane road – CR 29



in February. We literally sat for an hour in front of our family, friends and supporters, while these folks mocked our sexuality, character, intelligence, accomplishments, and even our lineage and backgrounds; and there was no attempt whatsoever, by the moderator, who we have since learned was an employee of the Romingers, to control it. Sadly, as people so clearly represent diversity on so many levels, we would like to say that we have never experienced being the target of such a vicious and malicious display of contempt, but this would not be the case; we have personally lived through incidents of hate crimes and discrimination, and it is so disheartening when any form of hatred is directed at you, especially in such a public way.

In their quest to stop Field & Pond, our opponents seem to have completely lost sight of basic tenets such as compassion and humanity. They intentionally sprayed pesticides over our home following an agritourism meeting. They've fraudulently called the Sherriff on our employees. They even tried to sabotage other businesses, when they couldn't gain alignment to a plan to unite against us. The menacing surveillance of our home with cameras and binoculars. The slanderous comments within this small town. Calling our clients to defame us. Constant

harassment during client engagements. It has all been an utter nightmare. At times we have feared for our safety, as well as the safety of our family, contractors and clients. We have since installed a state of the art camera and security system in order to mitigate repeat incidents of trespassing. This has been effective in some respects. However, Joe Rominger still drives by each event, trespasses onto the neighboring property across the street, and parks generally in the line of sight of guests; he does this five to six times at each event. We have a plethora of video and camera footage, as well as documented complaints from clients, who have complained of tailgating, or simply wanting to know who is representing this menacing presence every few moments.

Photo: Joe Rominger on a stakeout



Making matters worse, we have gotten firsthand feedback from many farmers and residents who support our project, that Robyin, Patty, and Bruce, have been coercively approaching them and others, trying to pressure them into signing their petition. Our understanding is that most people who signed it had no idea what our project was about, where it is, what the concerns are, or even what they were signing; they signed it based on fear of falling out of the good graces with Bruce and Robyn. Some folks that we talked with, who have expressly asked to remain nameless, due to fear of retaliation, have indicated that they too have been the target of Robyn's derision hostility in other forums as well, such as the Winters School Board. However, most importantly, shouldn't a petition have included detail on what the project is proposing? The petition merely included a color coded map that alleged an indication of all of the properties that are opposed to us and our project. Needless to say, the map has clear and intentional misrepresentations.

Many of the properties on the color coded map, that were indicated as opposing us, are actually owned by business partners and friends of ours, who are emphatically supportive, and who never signed the petition at all. Further, the letter that was attached to the petition included a completely false account from Robyn about how we ran to their home in fear of a fire that was in the area, and how Bruce came to our rescue to save our farm. This was a clear distortion of the truth. We did stop at their ranch on our way out to dinner one evening, but it was to warn them of a fire that appeared to be on their property, but was nowhere near ours. At that time they confirmed that it was. However, at no time did we seek help or support from them, for anything; in fact, we continued on to an enjoyable dinner at Buckhorn. Plain and simply put, their petition, and its accompanying letter, clearly and intentionally

misrepresents the truth. For that matter, has Robyn ever produced the additional detail that was requested by the Planning Commission, which would also provide the names and number of owners that were represented by her color coded map? No? Why not? She said that she would. We'd like to see it.

With respect to our recent operations, we are in fact conducting events, and we know that you are aware of this. We've made no secret about that, and have kept county staff fully informed about when they were planned, why we were doing them, and we having been trying to remain in compliance with the existing laws, all the while responding to changing building code requirements, changing zoning codes, menacing neighbors, and client demands; it has been very difficult, to say the least. Other letters that you will have received by now on our behalf, or directly from us, in response to Courtesy Notice that stemmed from complaints from Patty and Robyn, and in response to a more recent letter from the lead County Council, will provide you with explicit detail how the County Code changes to the 'by-right' limits posed a very significant impact to our ability to conduct our business as planned, as well as the facts about what truly happened with our May 28th event, in where a shuttle was stranded. We will try not to be duplicative here, but would encourage you to read our response to the County Courtesy Notice which is attached, as well as the letter from Tom Barth sent in response to a surprising letter from Phil Pogledich sent on July 6th. Nevertheless, we would like to touch on a couple of ancillary points here that will give you a richer understanding for the matters being considered.

You probably recall Robyn's letter that mentioned that we cancelled a wedding with short notice, and naively assess that this was due to the client's unwillingness to use a shuttle. Aside from the concern about why she is so engaged in our business operations, we were just in awe that she would use such personal information about our business and clients, in such a public way, as a means to support her own agenda. Further, once again, she inaccurately relayed the truth. The client was perfectly willing to take a shuttle, and we were perfectly willing to pay for one, as we have done with other clients, in order to avoid aggravating Bruce and Robyn. Nevertheless, we cancelled the wedding because the code changed to only allow for one event per month. You have since heard loud and clear from businesses and farms all across Yolo that this code change poses a significant and negative impact to their businesses as well. However, at the time of the code change, we felt powerless to change it back, and compelled to comply. Further, this change happened at a time when we were given the impression by County Staff that we would have an April Planning Commission hearing, and were told that it would not be in our best interest to be in violation of the new code, or to really have any events that would incite the neighbors at that time. Consequently, we made one of the most difficult decisions of our lives, and decided to cancel. The client was heartbroken, and we were heartbroken. In fact, we cancelled three events; and we did it to remain in compliance with county code and guidance. Further, what Robyn failed to mention to you is that: 1) we found other venues for those clients (local venues – i.e. we helped other business to make bookings that they wouldn't have made), 2) we offered to pay for the majority, if not the entire venue fee at the new locations, and 3) we also discounted the client fees on furniture and linen rentals that they would use at those new locations, by 20%.

We tried to ensure that our clients made a soft landing from the devastating change caused by the county code change, and we did this because: 1) we wanted to do right by our clients, 2) we wanted to protect our brand, and 3) we felt that it was a solution that would allow us to get to a Planning Commission hearing. However, unfortunately, we were later informed that the county would not be able to get us to an April hearing; and April became May; and ultimately, we could not live with canceling more client weddings, in order to try to respond to the county's ever-changing and unpredictable process and codes. Consequently, we decided to work within the County's existing codes and laws, while still honoring client commitments. And yes, this did mean doing some events for no

profit, which is allowed under the County's present code. Obviously, doing events at a discount, and shouldering many of the fees, is not a great way for us to run our business, and there is absolutely no great incentive to do this, other than to shield our clients from the heartbreak and drama that would come from cancellations. Nevertheless, we feel that we made the right decision for all involved. We complied with the laws, kept our commitments to clients, and paid for and used shuttles for every event in order to avoid vexing Bruce and Robyn.

At this time, we would be remiss if we didn't respond to some of the specific allegations made by Patty and Robyn about noise and light from our events. With respect to the strobe light that Patty claims she observed, we have shared photos of the dance floor during the said event. The dance floor was actually on the north side of the barn (not on the creek side), outside in the courtyard, more than 60-70 feet from the bank of the slough; which is a location that actually shields most light from the creek.

However, setting aside Patty's claims about disturbed wildlife, our photos prove that there was no use of strobe lights. Worth mentioning is that we have since learned that Patty, in gaining knowledge of our photos, which disprove her original allegations, has since upgraded her claim to indicate that it was actually a spot light that she saw. We do have a spot light on the property, in the front garden.

It is actually an antique that we imported here from Cincinnati. It is one of the original search lights used in the Suez Canal. It does function. It is also visible from the road, which explains how someone may have seen the actual apparatus. However, you (and Patty) might find it interesting to know that it actually doesn't function as a strobe or spotlight; it has been converted into a lamp that uses two 10 watt Edison style bulbs. Though the lamp is actually rather large in size, its light emission is very low; less than a desk lamp.

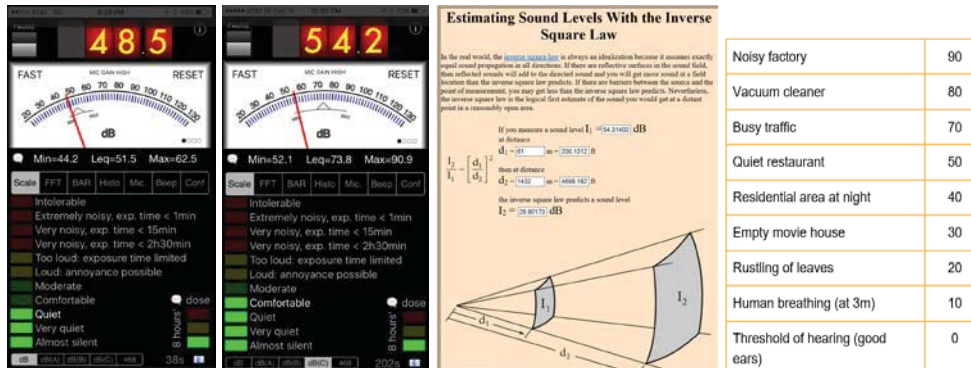
Photo: Suez Canal light – Does not emit a spot light



Robyn accused us of throwing rocks at tri-colored black birds. This is a completely false accusation. Dr. Philip Watt is a Veterinarian who has dedicated his entire life to the protection and care of wildlife and animals, small and large. Further, on a yearly basis, we donate thousands of dollars to non-profit causes in support of the environment and animals. We would simply not do this, and we resent the malicious accusation. There are plenty of examples of animal cruelty that we've personally witnessed at a party thrown by our neighbors. We are also aware of this same group of neighbors offering auction prizes for dune buggy rides focused on needlessly killing indigenous creatures. If Robyn thinks that this is the route that she would like to take, we can point her in the right direction, and even help with engaging top officials for organizations like PETA and the SPCA; many of whom are clients of Dr. Watt.

With respect to the noise complaints that have been levied by Patty, who says that our music was heard "by all neighbors", we want to make you aware that we take decibel meter readings for all of our events, approximately hourly. The meter readings are typically taken from about 150 feet away from the source (i.e. our cottage door). You will see that they are well below the allowed 65 dB noise ordinance; and we cut music at 10 p.m. This means, using the Inverse Square Law to project what the noise level would have been at Robyn's place, if there were no trees and shrubs, or mountains separating us, which there are, these calculations indicate that the volume would have been equivalent to "rustling leaves" or "an empty movie theater."

Photo: Decibel meter readings at 8:29 and 10:36. Inverse square law calculation showing that volume would have been 26.9 dB at Rominger property.



We also note that despite the countless hours of discussions, workshops and Planning Commission meetings, as well as clear explanations from County staff that indicate that the code does not require event center or B&B operations to be hosted by farmers, or farms, Robyn and Patty still contend that we are all wrong. They continue to ask why Field & Pond is able to enjoy the same rights that they might enjoy, since we are not farmers. The fact of the matter is that we are farming our property. We are not farmers, but we are farming. Candidly, the definition of a farmer seems to vary based on the day, and the person speaking, and in many cases, it is applied fairly generally: folks that may work as a secretary at an agriculture distribution company, someone that might be a spouse of a farmer, etc.

Likewise with the number of attendees at our events. The code that Patty copies and pastes into her letters clearly stipulates that the limitations on special events is “150 attendees, or less than 100 road-trips.” By her own admission, she has indicated that there were 50 cars noted at one of the events. This is another distortion of the truth; there were only 36, which is the greatest number of cars that we’ve had at any event this year; and we do have some photo documentation for this. However, in either case, we would still be compliant with what the code stipulates. Ultimately, we have gone through great effort, at our own expense, to try to mitigate most of the traffic on the road. The shuttles actually take (and we timed it) four (4) minutes to get from CR89 to our place. Admittedly, it is still surprising that opponents to our application are claiming that approximately 20 minutes of use of the road, over the course of several hours, on a Saturday, when none of their employees are working (and yes, we have video documentation to prove this as well), seem so unacceptable for them, and would further drive them out of business. Nevertheless, we have remained in compliance.

Ultimately, we understand that opponents to our application “don’t want anything to change” in the environment that they also happen to share with others. However, for a moment, please consider our perspective. We are part of socioeconomic groups that are grossly underrepresented in Yolo County government, as well as business ownership. We, like so many other minorities in Yolo County, in California, and in the United States, are actually desperate to see a change. In fact, without it, we will only continue to survive, while the select few thrive. It is not fair that land, wealth, political pull, and business ownership just continue to be grandfathered in generation after generation; it simply leaves the rest of us stranded. We came to Yolo seeking the same opportunities as the early founding families who moved here: prosperity, business ownership, security for our families, etc.

We feel that we too have worked, strived and struggled to earn this opportunity to exist and prosper in Yolo County. We did not come from wealth. However, we have no shame in the fact that we didn’t come up through a farming career track to get where we are today; we have a great deal of pride in the

journey that we have taken, nonetheless. Honestly, this mantra being continuously uttered about who is 'deserving', based on who's a 'farmer' or 'what family name you have' really smacks of discrimination, and we really resent it; we wish that that message track would be denounced by all who truly believe in human equality. Further, we ask that you please stop entertaining the repetitious, narrow-sighted and unfounded complaints from opponents of this plan. If for no other reason than, we are paying for the County's time in considering them. We are now up to \$50,000 in County Staff fees, and we are two and a half years imbedded in this process. In the spirit of fairness, we urge you to resist any urge that you may have to confirm to the existing social norm, or even the political context that has been layered on our application process by the opponents. Please don't play a part in their effort to 'keep things the same', to institutionalize discrimination, and a mindset of sameness and exclusion. Stand up for what's right, and what's fair. We promise that you will only see more great things for your towns and county. United we stand, we rise, we prosper.

Kind Regards,

Dahvie James & Philip Watt

Field & Pond

VIA ELECTRONIC MAIL, ONLY

July 8, 2016

Phil Pogledich
Yolo County Counsel
625 Court Street, Room 201
Woodland, CA 95695

Re: Continued Operation of Field & Pond Event Facility

Dear Mr. Pogledich:

Please accept this letter as the response on behalf of the owners of Field & Pond to your letter regarding this subject, dated July 6, 2016. I am informally assisting the project applicants, Dahvie James, and Dr. Philip Watt, who have asked me to respond on their behalf.

There are many factors which make the processing of the use permit application for the Field & Pond project a "challenging situation that requires considerable time" for all involved, as you say in your letter. You have certainly cast the situation in terms of a "poor gamble," a "he said-she said" narrative, and a "waste of our time." We would point to more objective facts that various members of county staff encouraged elements of the project which incited opposition, and then responded to pressure from the opponents by crediting certain accusations they made, which were patently false. Indeed, the "situation" is highly charged, shining klieg lights on the actions of county staff; primarily because of the repetitive, aggressive and exaggerated accusations against the project. We sincerely encourage county staff to remain objective, unbiased and focused on the simple fact that the best interests of the community affected by this project, and the county at large, are not accurately revealed by the narrow arguments of one outspoken farming family and their small group of supporters.

The project owners have acted in the utmost good faith, consistently responding to unforeseen events, in the most reasonable manner possible under the circumstances, and are absolutely cooperative with county staff. If you consider a brief chronology, you should reach those same conclusions:

(a) In May 2015, Taro Echiburu advised Dahvie James in writing about the "by-right" events allowed under the County's Code. Taro advised that he saw "no reason to discontinue advertising or holding events while your application is being reviewed," so long as Field & Pond informed the county about an estimated number of attendees for

planned events, to address any possible need for closer review of specific events. Dahvie informed staff in May 2015 that events are planned and contracts entered 12 to 18 months in advance, so he was asking for guidance on whether the by-right events could be scheduled while the use permit application was pending. It, therefore, was certainly not a "gamble" to schedule events that far out, based on specific comments made by Taro.

(b) Also in May 2015, Taro advised Dahvie in writing that a non-profit event for Soroptomist scheduled in June 2015 "can move forward as planned without further review." Taro specifically wrote, "**[t]his type of event (as a non-profit) falls outside the requirements of Sec. 8-2.306(k)**" (emphasis added). Of course, Taro was correct to point out the critical distinction that special event facilities are regulated under the County Code only with respect to "for-profit" events. The owners of Field & Pond reasonably relied on the Code and the interpretation of the Code by the Director of Community Services.

(c) By October 2015, the project application was complete, and the applicants reasonably expected it would go to the Planning Commission (PC) for consideration in December 2015 – that was the specific estimate provided by county staff to the applicants. Then there were delays, some which might have been anticipated and others beyond any foreseeability:

(1) Staff did not complete the project review in time to schedule it for the December meeting. Staff informed Dahvie there would be no January meeting of the PC. These scheduling difficulties sometimes happen.

(2) Then staff advised the applicants that it would be helpful to schedule a workshop about the project with the PC for their February 2016 meeting, and county staff would publish the environmental document in sufficient time to have the PC consider action on the project at their March 2016 meeting. Again, these recommendations seemed reasonable, and the project owners were very cooperative.

(3) On February 3, 2016, county staff advised Dahvie that they would not be able to complete the environmental review in time for the March meeting of the PC, without any specific explanation for the delay. This action by county staff was questionable and frustrating for the applicants. County staff said the project would be going to the April meeting of the PC.

(4) On February 23, 2016, several opponents spoke at the Board of Supervisors meeting, demanding a moratorium on all applications for event centers. The Board directed staff to return at their March 8, 2016 meeting with a recommendation about a potential moratorium. At the March 8 meeting, public testimony included overwhelming public opposition to a moratorium. The Board unanimously voted against a moratorium. In the interim, the Planning Department had decided to delay the publication of the environmental document for this project from February 23, when it was ready to be published, until the Board meeting on March 8, without discussing that decision with the applicants – that decision by the Planning Department was a de facto moratorium of about two weeks.

(5) After the two week delay, the county published the environmental document on March 9, 2016. County staff told the applicants that the project could not go to the PC at its April 11, 2016, meeting, because there would be insufficient time to respond to comments anticipated to be submitted through April 8. The unjustified two-week delay in publishing the document prior to March 9 therefore essentially resulted in a one month delay before the project could be considered by the PC. This delay was not reasonably foreseeable by the applicants when they were booking reservations in mid-2015 for events on or after April 2016, as Dahvie advised Taro in May 2015.

(6) On March 22, 2016, the Board adopted amendments to the Zoning Code, including changes to the language regarding by-right events. The staff report said in part, "[a]s currently drafted, the text may be misinterpreted as allowing landowners to chose (*sic*) between 8 events per year, or one per month up to 12 events per year. The wording change clarifies the existing language as limiting the number of events to one per month, not to exceed eight per year." At that time, Field & Pond had longstanding contracts for events each in April and May, respectively. The arrangements and contracts for these events were based on the prior Code language, as acknowledged in the county staff report. Field & Pond canceled three of those four events to comply with the previously unforeseen language changes adopted by the Board. Field & Pond's actions were extremely conservative, reasonably intended to comply with the changing rules imposed by the County, and Field & Pond is still facing adverse claims by disgruntled customers as a result of the cancellations.

(7) During April 2016, county staff decided that in addition to the biological review already set forth in the project mitigated negative declaration, it would be necessary to schedule an investigation of the project site by a biologist. There has been no explanation about why county staff did not recognize this need sometime prior to

Phil Pogledich
Yolo County Counsel
July 8, 2016
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March 2016, before publishing the environmental document – there is no apparent reason for the belated conclusion; despite prior site visits by staff. The additional environmental review caused the publication of a revised mitigated negative declaration for the project on June 28, 2016, additional costs to the applicants for staff time, and the further delay of project consideration by the PC until at least August 2016. None of this further delay could have been reasonably anticipated by the applicants when they were scheduling events more than one year ago.

(8) As a further result of the unforeseeable delays arising from decisions by and at the direction of county staff, the applicants have been forced to incur significant additional losses to their business. After suffering the negative outcomes of cancelling events, the applicants have had no other reasonable choice but to abide by contractual commitments and hold events scheduled long ago, while continuing to honor the limits advised by Taro in May 2015, and foregoing substantial customer payments so that only one event per month is for-profit. The guidance by Taro in May 2015 about the distinction between for-profit and non-profit events was also confirmed by the Community Services Department in April 2016. To its great financial detriment, Field & Pond has hosted only one for-profit in May and one in June, 2016. The statement in your letter that there were two for-profit events in June is incorrect, regardless of the issue of costs for work performed by the applicants.

In light of the foregoing, we respectfully ask that you, your office, and county staff in the Department of Community Services continue to fulfill your respective duties in an efficient, objective and unbiased manner. Questions raised by or on behalf of the applicants about whether county staff members are treating this project consistent with the treatment of other current and prior project applications are entirely warranted and clearly focused on more important issues than repetitive baseless accusations by opponents, many of which have already been disproven. Please understand that the applicants consider it necessary to respond to the accusations and will provide detailed factual rebuttals to Supervisors and Planning Commissioners; up until now, only the opponents have been sending multiple communications to the decision makers, and some of the characterizations in your letter about the project appear to have been influenced by that one-sided rhetoric.

We appreciate your recognition that the applicants have been consistently cooperating with the County regarding the processing of this project application and complete responses to requests for information about events. And we agree with your strong encouragement that the applicants and county staff will continue to cooperate as this

Phil Pogledich
Yolo County Counsel
July 8, 2016
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project moves toward a decision by the PC at its August meeting – any further delays will only serve to exacerbate an already highly politically charged atmosphere surrounding this project and economic development in the County generally. It is in the mutual economic, social and environmental interests of the applicants and the County to move this project forward to a fair and expeditious outcome. Neither the County nor Field & Pond benefit from a community reputation that reflects bias against small business and new economic development. Among the many other concerns this would create, is a direct conflict with the clear vision articulated by the Board in the 2030 General Plan.

Very truly yours,



THOMAS W. BARTH

cc: Supervisors, Yolo County Board of Supervisors
Commissioners, Yolo County Planning Commission
Eric May, Senior Deputy County Counsel
Taro Echiburu, Director, Department of Community Services
Ed Short, Chief Building Official
Eric Parfrey, Principal Planner

{00019479}

E-mail from Sheri Rominger 7-8-16

Dear Mr. Pogledich,

It was heartening to read your letter of July 6, 2016 on the continued operation of Field and Pond Event Center. That the County appears to be investigating the manner in which the Field and Pond operators have been conducting their business is a step in the right direction.

I do, however, have a couple of questions that were not addressed in your letter. How does the County define the term "Paid" event, "Unpaid" event, "Not-for-Profit" event or, as Field and Pond calls it on their event schedule provided to the County, "No Payment Taken"? I did not see an applicable definition in your letter or in the Yolo Code for any of these terms. If a definition for any of the above terms exist could you please provide me with the cite?

I also noticed a brief reference in your letter as to the value of Mr. James' and Mr. Watt's time in computing whether an event is to be determined "for profit." What is the source of the information for that reference? If there is written documentation supplied by Field and Pond or anyone on their behalf, could you please provide that to me?

I also noticed in your letter that you request Field and Pond operators provide information to allow the County to determine whether the events that have already been held were, in fact, paid events. I am curious as to why there is not a specific deadline that Field and Pond must meet in providing the County this information. One would assume that this type of information (contact information for wedding party members and vendors) would be readily available to the Field and Pond operators and easily transmitted to your office. Is there a time certain in which Field and Pond operators must comply? If not, why not?

Aside from your letter, Field and Pond has supplied their event schedule through October 8, 2016. This list contains 14 events. This is six (6) events over the eight (8) "by right" limit granted under section 8.2-306(k)(2). Assuming that Field and Pond falls within this section's parameters, is the County allowing Field and Pond to hold in excess of eight (8) events in 2016 without first obtaining a Conditional Use Permit? Your letter seems to imply that the County will allow Field and Pond to host unlimited and unregulated unpaid/non-profit events. Certainly that cannot be the County's intention. It is nonsensical to think that paid events are regulated in the zoning code due to their impacts on the County and its residents but that if the event is unpaid, non-profit or "no payment taken" then they are completely unregulated. Could you please advise as to how the County is addressing this matter?

Finally, it is also troubling that it appears that Field and Pond was perhaps not completely forthcoming when providing the County with the above mentioned list. A wedding event is listed online for October 1, 2016 that is not accounted for on the schedule of events list provided. If in your investigations this proves to be the case, how long will Field and Pond and its operators be allowed to abuse the County's goodwill before being given notice to permanently cease and desist all operations.

Thank you for your attention to this matter.

Best,
Sheri Rominger

Response from Philip Pogledich 7-11-16

Sheri,

In response to your questions:

--The terms "paid," "unpaid," and similar language are not defined in the County Code. We are interpreting a "paid" or "for-profit" event as one where the landowner receives revenues that exceed direct costs (costs incurred by the landowner to provide third party services or materials, for example).

--Mr. James and Mr. Watt indicated verbally that the value of Mr. James's time should be considered in determining whether an event is paid/for profit. As my letter noted, we reject that view. We did not receive any documents from them on this issue.

--We have not set a deadline for the facility owners to provide the requested information. I am considering doing so. I assure you we do not intend to let the request languish indefinitely.

--Under our interpretation of relevant provisions of the County Code, the facility owners can hold an unlimited number of events that are not paid/for profit. As you can understand, when we drafted this language a couple of years ago, the prospect of a facility that would hold regular events at a net loss (or entirely for free) was unprecedented and, thus, not given serious consideration. Things have changed, and it is possible the County Code will be amended in response. This will be addressed through the evaluation of ag-tourism provisions that is ongoing (and likely to conclude before the end of 2016).

--We will look into the event scheduled for 10/1.

Thank you for your questions and your input. As my letter indicated, this is a challenging situation and I know that you and others are frustrated.

Phil



County of Yolo

Office of the County Counsel

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PHILIP J. POGLEDICH
COUNTY COUNSEL

July 6, 2016

VIA E-MAIL ONLY

Tim Taylor, Esq.
Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814

Tom Barth, Esq.
Barth Daly LLP
431 I Street, Suite 201
Sacramento, CA 95814

Re: Continued Operation of Field & Pond Event Facility

Dear Mr. Taylor and Mr. Barth,

This letter concerns operation of the Field & Pond event facility and is directed to you in your capacity as advisors to the facility owners, Dahvie James and Philip Watt. The Department of Community Services will likely issue one or more separate letters on Building Code and/or Zoning Code compliance matters. This letter does not constitute a courtesy notice or notice of violation, and is provided separately for reasons set forth below.

As you know, various County departments (including my office) receive regular complaints about facility operations. Members of the Board of Supervisors and their staff are also contacted frequently. This is a challenging situation that requires considerable time on the part of all those contacted at the County, as well as by you and your clients. It has also proven frustrating for the complainants, as they contend the County is moving too slowly to address a situation they believe is unsafe and contrary to applicable provisions of the Yolo County Code, the Williamson Act, and other laws.

Ideally, your clients would have taken a conservative approach and obtained a use permit to operate the facility before booking private events that exceed the event number (eight annually) and frequency (one per month) limitations for “by right” events in the Yolo County Code. But they did not do that. Instead, they booked at least a dozen private events throughout the summer—most occurring within a three-month period—presumably on the gamble that their use permit would be granted before they reached the “by right” limitations. This was a poor gamble and, as a consequence, your clients are now forced to adjust payments to attempt to avoid profiting on certain events and stay within the “by right” limitations. There are also

Tim Taylor/Tom Barth

July 6, 2016

Page 2 of 2

allegations that at least one event was “hidden” with the goal of (unsuccessfully) avoiding the attention of your neighbors and the County. Indeed, based on information provided to date, it seems clear that your clients held two paid, for profit events in June (on June 4 and 18) in violation of the “by right” provisions of the Yolo County Code. [While your clients appear to contend in good faith that the value of their time (at \$150/hour) should be considered in assessing whether an event is “for profit,” we do not accept that contention.]

Certainly, I am aware that your clients have their side of the story. I have seen a number of communications in which, among other things, your clients attempt to shift considerable blame to County staff for the present situation. But this type of “he said, she said” narrative is hardly exceptional in a code enforcement situation and it does not address the fundamental problem of your clients booking too many private events before receiving all of the County approvals required to hold them. Altogether, your clients bear (at the very least) considerable responsibility for the current situation. Interrogating County staff, criticizing them in emails, and otherwise obfuscating our efforts to address the problem your clients have created only results a further waste of our time.

That said, my understanding is that you and your clients are currently cooperating with County requests to provide information to support your clients’ contention that certain events are not “for profit.” I strongly encourage this cooperation to continue and believe it is critical to the County’s ongoing assessment of whether the Field & Pond facility is operating legally. Please be aware that we will provide your event schedule to the public upon request, and I encourage your clients to support that decision as a necessary means of informing your neighbors and other concerned citizens about upcoming events.

I would appreciate prompt written confirmation that you and your clients will continue to work cooperatively to provide County staff with satisfactory evidence that certain events at Field & Pond are not “for profit.” If I do not receive that confirmation, or if County staff are later unable to determine with reasonable effort that future events are not “for profit” as necessary to avoid violating the “by right” limitations, then my office will request that Field & Pond immediately cease holding events. Your effort to enable County staff to easily determine that each event is not “for profit” is essential to avoiding continued code enforcement or other actions, including County initiation of a court action seeking an injunction to prevent some or all future events at Field & Pond.

I look forward to your response. Also, please ask your clients to promptly remit all amounts due to the Department of Community Services for their use permit application. No further action on the application will occur until at least half of the outstanding amount has been paid and an acceptable payment plan is negotiated for the remainder of the payments.

Very truly yours,



Philip J. Pogledich
County Counsel

cc: Taro Echiburu, Director, Department of Community Services
Ed Short, Chief Building Official
Eric Parfrey, Principal Planner
Eric May, Senior Deputy County Counsel



FIELD & POND

DISCOVER YOUR TRUE NATURE

Dahvie James and Philip Watt
26055 County Road 29
Winters, CA 95694

June 24, 2016

Ed Short, Chief Building Official
Code Enforcement
County of Yolo, Department of Community Services
292 West Beamer Street
Woodland, CA 95695-2598

Address: 26055 County Road 29
Parcel No.: 047-120-011 and 050-150-012
Case No.: CE2016-0009

Dear Mr. Short:

Please accept this letter as our response to the Courtesy Notice, dated June 9, 2016, regarding the subject case number. Field & Pond is in full compliance with the matters described in your letter as "violations" which "have occurred or may occur." We also request the opportunity to meet with Community Services Department staff, as offered by the Courtesy Notice, if there may be any lingering questions about such compliance. We have consistently cooperated with County staff regarding all inquiries, and we intend to continue a collaborative relationship with your office. We have also been willing to work with our neighbors, but they refuse to discuss their concerns with us, choosing instead to make repetitive, unfounded complaints.

Regarding the items listed in your letter, our response follows:

1. Excessive Number of Events. The Courtesy Notice requests a full list of events for the remainder of 2016, with the number of attendees for each event. Mr. Parfrey also asked for the same information, and Mr. Barth responded to him last Friday by email, with further discussions this week. Please refer to a copy of Tom's email to Eric on June 17, attached to my letter as **Exhibit A**.

Ed Short, Chief Building Official
Code Enforcement
County of Yolo, Department of Community Services
June 24, 2016
Page 2

2. Failure to Develop a Public Safety Plan. The Courtesy Notice cites a violation or possible violation because "no [Public Safety Plan] has been submitted to date."

(a) Prior to your Courtesy Notice, there had been no request or requirement by County staff for the preparation of a Public Safety Plan – though we have been developing and refining our existing Public Safety Plan, your Courtesy Notice was the first time we heard of this requirement, and it would appear that the County has no basis to declare a violation of any requirement.

(b) The most recent contact with a fire official in your office was a phone call I received from Byron Foster, the contract staff fire official in your office, on June 1, 2016. During this call he spoke to me in a very unprofessional and demeaning manner, threatening that he "would shut down Field & Pond" if I spoke another word, and he seemed to have lost his temper on the basis of neighbor complaints which were largely fabricated. I spoke with Mr. Echiburu about Mr. Foster's unprofessional manner and retaliatory threats, and Mr. Echiburu promised to investigate the circumstances. I have not heard directly from Mr. Echiburu or any other County official about any corrective actions regarding Mr. Foster's behavior; the only information received thus far is that Mr. Foster works for the County on a contract basis, and that he is not a County employee.

(c) You informed Mr. Barth verbally that Mr. Foster was not involved in a decision to ask for a Public Safety Plan, but that the "chiefs" made that decision, meaning yourself and the Fire Chiefs of CalFire and the Winters Fire Department. You further told Tom that the decision was made around the time of the event on May 28, about which Mr. Foster had called. Please explain why we were not informed of the requirement for a Public Safety Plan between May 28 and the date of your Courtesy Notice.

(d) We submit the Field & Pond Public Safety and Emergency Response Plan (first identified and requested on June 9, 2016), attached to my letter as **Exhibit B**, in response to your request for the plan. Please inform us if any of the Chiefs consider that revisions of the plan may be necessary.

Ed Short, Chief Building Official
Code Enforcement
County of Yolo, Department of Community Services
June 24, 2016
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3. Failure to Maintain Fire Apparatus Access Roads. The Courtesy Notice reads that the requirement to prevent obstruction of County Road 29 as a fire apparatus access road has not been met. This apparently refers to the incident on the evening of May 28, when a shuttle bus driver turned short out of a driveway at Field & Pond and became stuck with the bus sitting across a portion of the roadway.

(a) It should be noted that immediately following the discussion with Byron Foster on June 1, I spoke with CalFire Chief Johnson, as well as Chief Building Inspector Ed Short. During those discussions they both clarified that: (1) it was understood that this was an isolated incident and an accident, and (2) it was an incident that was not specific to our business type (i.e. vehicles get stranded on the County Road all of the time).

(b) Before the Courtesy Notice was issued, I met with Taro and Eric May, Deputy County Counsel on June 3, and I described the exact events and chronology regarding the shuttle bus getting stuck (including pictures from the scene) – at that time, neither Taro nor Eric responded in any way that they considered the incident to be a possible violation of the Fire Code. The shuttle bus was stuck for about one hour until a tow truck could remove it. A total of three cars approached the bus on the road, and they were immediately directed to a detour route through the Field & Pond property and out another driveway, in order to go around the bus. No fire truck or other emergency vehicle was ever on the scene or blocked. After my meeting with Taro and Eric May, I submitted a detailed account of the events concerning the bus, and I did not receive any feedback from anyone at the County about any problems with the incident, until the Courtesy Notice.

(c) Again, I submit the detailed evidence about the bus incident for your review, attached to my letter as **Exhibit C**. Please let me know whether you may have any questions about this information. I also request that you explain how: (1) a temporarily disabled vehicle (whether due to mechanical issues or roadway conditions) that is removed on an expedited basis, constitutes a violation of applicable code provisions; (2) the specific basis upon which you have determined the existence of "a failure to expeditiously clear the blockage...and delays in towing the bus"; and (3) detailed information regarding the County's practices regarding the application of any such provisions and the issuance of Courtesy Notices throughout the County-wide roadway network, and specifically on Road 29. This information is requested to enable us to more effectively comply in the future with the County's expectations and needs, as applied without favoritism or bias.

Ed Short, Chief Building Official
Code Enforcement
County of Yolo, Department of Community Services
June 24, 2016
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(d) In furtherance of the request set forth in item 3(c), above, I should further note that on June 7, a large truck exiting the farm property across from Field & Pond was stuck, blocking Road 29 for about six (6) hours; the truck unquestionably violated the "obstruction of a fire apparatus access road" requirement listed in the Courtesy Notice. Please confirm whether the County has issued a Courtesy Notice to the owner of that property.

(e) With regard to any implication of the Courtesy Notice that it is necessary to describe a procedure to avoid any further blockages of the road, please refer to the detailed Public Safety Plan attached as **Exhibit A**.

4. Impeding the Expeditious Removal of a Disabled Vehicle on a Fire Access Roadway. The Courtesy Notice refers to Vehicle Code section 22500, which generally prohibits the parking of vehicles on County Road 29, and states "the failure to expeditiously clear the blockage of County Road 29 and delays in towing the bus violated this provision." Please refer to my discussion in response to item 3, above, regarding the facts of the incident. Tom Barth spoke with you on June 21 and Eric May on June 22. He explained that violations of the Vehicle Code section cited in your Courtesy Notice are only enforceable against the driver or owner of the vehicle involved in the incident, or other parties who are not Field & Pond in this instance. See Vehicle Code section 40200. We have not heard back from you or Eric about this issue. If you consider it appropriate to issue a Courtesy Notice to the owner or driver of the shuttle bus company, please let me know if you need contact information. Otherwise, we consider that Field & Pond is not responsible for this alleged violation.

5. Inadequate Shuttle Entrance. The Courtesy Notice says that an Encroachment Permit will be required to improve the westernmost driveway for use by shuttles. We started the process to get that permit by asking County Public Works staff to inspect the driveway. We were informed by staff that the driveway is already 20 feet wide, which is the maximum allowable width for a driveway under County standards. In light of this, it remains unclear what improvements you are referring to. Rather than slog through apparently confusing County standards for the driveway in a lengthy and apparently unnecessary permit process, Field & Pond just will not use that driveway for shuttle access. Please advise whether the County has any remaining question about the driveway in light of this decision.

Ed Short, Chief Building Official
Code Enforcement
County of Yolo, Department of Community Services
June 24, 2016
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Again, we request the opportunity to meet with County staff regarding all remaining questions associated with the Courtesy Notice. Also, we request that you inform us directly and expeditiously of the outcome of the review of our response by County staff. Please contact me by email if you may need any further information. Your cooperation and reasonable actions are appreciated.

Very truly yours,



Dahvie James



FIELD POND
DISCOVER YOUR TRUE NATURE

(00019296)

Thomas W. Barth

From: Thomas W. Barth
Sent: Friday, June 17, 2016 5:14 PM
To: Eric Parfrey (Eric.Parfrey@yolocounty.org); Eric May (Eric.May@yolocounty.org)
Cc: tim.taylor@stoel.com; Dahvie James (dahvie@fieldandpond.com); Philip Watt (drphilwatt@yahoo.com); Taro Echiburu (Taro.Echiburu@yolocounty.org)
Subject: Response to Informal Inquiry by Planning/Parfrey
Attachments: Documentation on function on June 3.pdf

Eric Parfrey and Eric May,

I am assisting Dahvie in response to Eric Parfrey's email inquiry (copied below). I placed several calls to folks today and left messages for Eric Parfrey, Eric May, and Ed Short to clarify the purpose for Eric Parfrey's email, in light of the prior Courtesy Notice from Ed Short. While I was writing this email I received a call from Taro Echiburu, and I generally discussed this response with him. Although there are several questions we need to answer (noted in the next paragraph), I am sending information to address Eric's questions within the arbitrary timeline he mentioned of being "prior to any further events."

I reached out to all of the folks at the County for several reasons. First, I wish to speak with Eric May to clarify the necessary protections are in place for confidentiality of certain information provided in response to County questions – until this issue is resolved, Dahvie should not disclose information which may be confidential or in the nature of trade secrets relating to the business of Field + Pond. Next, there seems to be some confusion about whether Field + Pond should be responding to the Courtesy Notice from Ed Short about the issue of number of events, which asked for a response by June 24, or should the response go to Eric Parfrey based on his email asking for a response within essentially two days. I would note that the County Code, Title 1, Section 5 does not identify a process for such short notice requested by Eric Parfrey, asking for information very soon after Eric's email. Also, that part of the Code does not seem to contemplate the service of enforcement notices by email, as Eric sent the message below. In the interest of cooperating with County officials, the information requested by Eric Parfrey (and requested in the first item of the Courtesy Notice) is provided in this response.

The table included in Eric Parfrey's email requires certain corrections, and I am sending you a corrected table as follows:

For-Profit Events	# of attendees	Function Date	Classification	Notes
	150	May 28th, 2016	Non-profit	Net Cost of Approx. \$3,976 to F+P (Cost Breakdown to be provided upon resolution of confidentiality)
	25-30	June 3rd, 2016	No Payment Taken	See Attached Information
	100	June 4 th , 2016	Non-profit	Net Cost of Approx. \$4045 (Cost Breakdown to be provided as above)
	50	June 10 th , 2016	No Payment Taken	Personal Function

	148	June 11th, 2016	Non-profit	Net Cost of Approx. \$4924 (Cost Breakdown to be provided as above)
1	100	June 18 th , 2016	For Profit	
	20	July 4 th , 2016	No Payment	Personal Function
	100	August 12th, 2016	Non-profit	
	80	August 21st, 2016	Non-profit	
2	150	August 27th, 2016	For Profit	
	150	September 10th, 2016	Non-profit	
3	150	September 17th, 2016	For Profit	
	150	September 24th, 2016	Non-profit	
4	100	October 8th, 2016	For Profit	

As shown in the table, only one for-profit event will be held in the months of June, August and September. And the cost breakdowns for May 28, June 4, and June 11 will be provided as soon as we can ensure that the confidentiality of the information will be protected from disclosure as a result of this investigation by the County.

Thanks,
Tom

From: Eric Parfrey [<mailto:Eric.Parfrey@yolocounty.org>]
Sent: Wednesday, June 15, 2016 3:40 PM
To: Dahvie James <dahvie@fieldandpond.com>
Cc: Eric May <Eric.May@yolocounty.org>; Taro Echiburu <Taro.Echiburu@yolocounty.org>; tim.taylor@stoel.com
Subject: Need info on unpaid events

Dahvie:

We are receiving a number of complaints about the number of events you are holding. We need you to immediately submit further information to our office regarding the type of events that have been held so far in June, and what events are planned for the remainder of the summer. You must explain to us, and submit evidence, as to why some of these events are characterized as "non-profit" or "personal," as opposed to paid events. We must receive this information immediately prior to any further events being held on your property.

The following table below was submitted to us by your attorney. However, the information does not appear to be complete. We have received complaints about an event (a wedding rehearsal dinner?) and wedding that were held on June 3 and 4. Please augment the table to indicate the type of event that was held last weekend.

Please e-mail us this information to us as soon as possible so we may resolve these important issues.

Eric

1	150	May 28th, 2016	Done Non-profit
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The function on June 3rd was an informal rehearsal and rehearsal dinner for 25 people. We accepted no payment for it. The event itself was attended by the bride, bridesmaids (4), groom, groomsmen (5), their spouses, parents and step parents. This particular client lived through the ups and downs that Field & Pond has experienced throughout the Use and Building Permit processes. She requested that her family be able to gather after her rehearsal, which started at 5:30, and we allowed her to do so; it was the least that we could do, given all of the inconvenience that she had experienced during a time that should have been joyous and carefree. The rehearsal lasted for about an hour, and they had pizza shortly thereafter. We did not furnish any rentals, services or assistance for their gathering. They hung out on the lawns with a couple of the tables from the reception area. Below are pictures that are time/date stamped, which help substantiate this information.



11 cars –
2 belong to us



Joe Rominger (from CR88)
stalking. AGAIN. 4 times that
day



8 guest cars



3 guest cars



Picture of the
reception site for 6/4



- There were a total of 36 guest cars, and 6 vendor cars (see photo of vendor parking area – Florist and Hair and make-up left around 2 p.m.). The set-up was done on Thursday (portable toilet delivery), and Friday (tent and rentals); a total of 4 vehicles. See slides that show vendor parking and parking lot.
- We have a decibel meter and were unable to get a reading of the sound from the music from our property line, because it was too low. We used the A-T ISS app which is used for measuring sound, frequency, etc. We actually required the DJ to keep music below 65 dB, as measured directly from 10 feet of the source; not the property line. The music was cut off at 10 p.m. sharp.
- The DJ did not use a strobe light, but did have some uplighting on the north side of the barn where the dance floor was setup (see slide with photo); so there would have been a building separating the dance floor from the creek, and I believe that this would have achieved at least a 50 foot setback, along with the building providing additional shielding from noise and light.
- We used two shuttles for delivering guests to and from a parking lot that we rented, and their hotel; the parking lot is 6 minutes away; the hotel 20 minutes away. Not all guests took the shuttles, some drove; generally elderly, and families with kids. We did this as a courtesy as to minimize disturbance to neighbors.
- One of the buses did get stranded in the mud. We immediately called a tow truck, and then proceeded to try to get it free using boards and gravel, because of our concern for blocking the road. Worth noting is that at all times anyone needing to pass through the County road was able to go down our drive way as a detour. We had two onsite professionally trained security guards (Stephen Chaudry) who actually helped to redirect the total of three cars that needed to take the detour, and they did an excellent job (see slide with photo of the detour route). Our records are that a total of three cars were impacted:
 - car from Joe Rominger, who lives 2 miles down the road towards CR89, but had driven by our property 6 times that day (starting at 9 a.m.). Early-on, when stopped by Security, because he was stopped on the county road, he said that he was "checking irrigation."
 - the car that took the picture in Patti's letter, who traveling east down CR29 from the Chapman Ranch – he was deterred for a total of 1 minute, as he did take our driveway/detour to go around the stranded bus. Not sure why he didn't provide the pictures that he took from our driveway, which would confirm that he wasn't trapped, or why he didn't share his pictures of the parking lot, which would show the 36 cars.
 - car of Candee Briggs. She did have to make a three point turn on the County road to take our driveway as a detour. She waited on the road for about 7 minutes, but less than 10.
- The tow truck arrived and had the bus off the road within 1 hour. Several people can attest to this, and several photographers have photos that we can share.
- The root cause for the bus getting stuck was driver error. He tried to make a very tight turn from our driveway, instead of turning wide (see slide that show tire tracks). His rear wheel on the right side went into the gutter. This situation was exacerbated because the neighbor across the street has been flooding the actual roadway, as well as the gutters with water from some new well that they are installing, which has made things rather muddy. The other important

factor that played a role was that we did not use our designated parking area which is on the east side of the property (identified on our site plan), because we were advised to stay clear of the area so that we are not to disrupt any black birds that may or may not exist there. This relates to the complaint from Bruce Rominger, who has actually now based his entire case on the fact that our farming practices will hurt the wildlife. Nevertheless, we did need to make a pivot in order to account for this.

- What we did to remedy the issue was: 1) call a tow truck to tow the bus out of the County road, and 2) order a back-up bus, which was on-site a few moments after the tow truck. We also had the second bus on hand in the event that we needed transport for the group.

In prior years, our neighbors have had cattle trucks stranded on the road. In those instances, we have helped them, letting them back onto our property, over shrubs, etc, in order to maneuver; in fact, one time, they literally had to release their cattle on the County road and herd them 2 miles up to the Chapman Ranch. Also worth noting is that on any given day, the Rominger day-workers are parked on the shoulder of the County road. Neighbor opposition to our project seems to focus on concerns over their interrupted farming practices, which practices require that they regularly park their tomato trucks on the County road. Should we ask that the cattle company that rents the Chapman Ranch, or that Rominger Brothers farms, cease and desist from such activities? These, and other similar situations, are examples of intentional road blockages; what we experienced was actually an accident.

Though we feel that we did not cause the shuttle accident, and could not have foreseen it, we have made some changes to our shuttle transportation plan to ensure that we avoid the incident in the future: 1) we will use shorter shuttles, 2) we will use the western entrance for shuttles – which is almost twice the width of the main entrance, 3) guests will walk to the shuttles (vs. front door service), and 4) we will endeavor to use the same shuttle drivers each time – we have met with the company ownership here on site to come up with this plan.



Picture of the dance floor



Up-lighting
is here

The slough
is on the
opposite
side of the
barn +50
feet away

Picture of the bus tire marks

Note: This picture shows the bus's left tire track. The right rear tire went into the ditch which is just off camera on the right.

The bus had plenty more room to make his turn, as can be noted by the area on the left side.



Vendor parking area

Three vehicles here

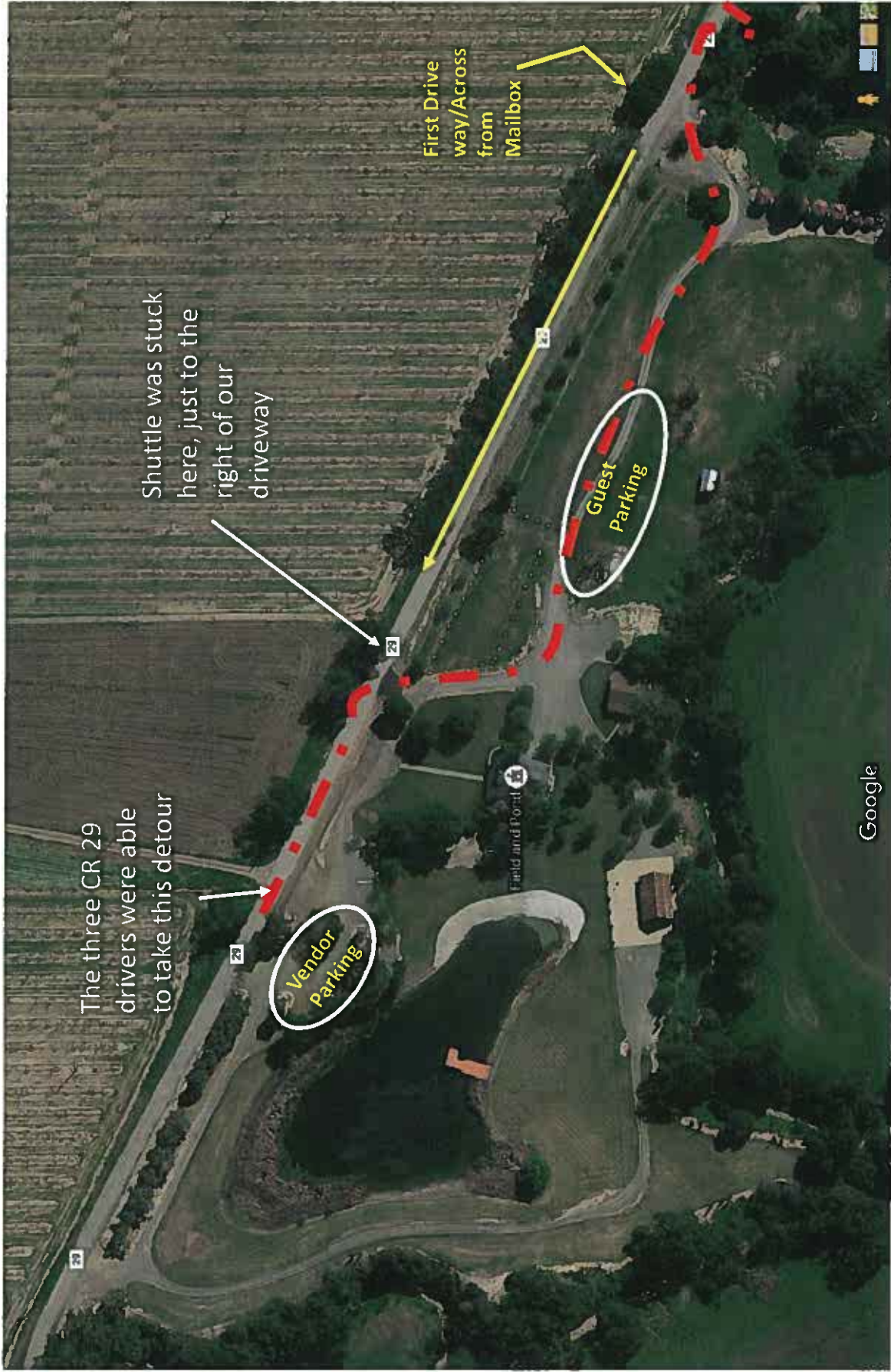
The security vehicles are not shown, nor is the vehicle of the planner, because these are parked in the guests parking area, and are part of the count of 36 cars.



This is a picture of the guest parking



There is an orchard on the left side of the gravel road. Guest cars were parked on the right in a straight line



Shuttle was stuck here, just to the right of our driveway

The three CR 29 drivers were able to take this detour

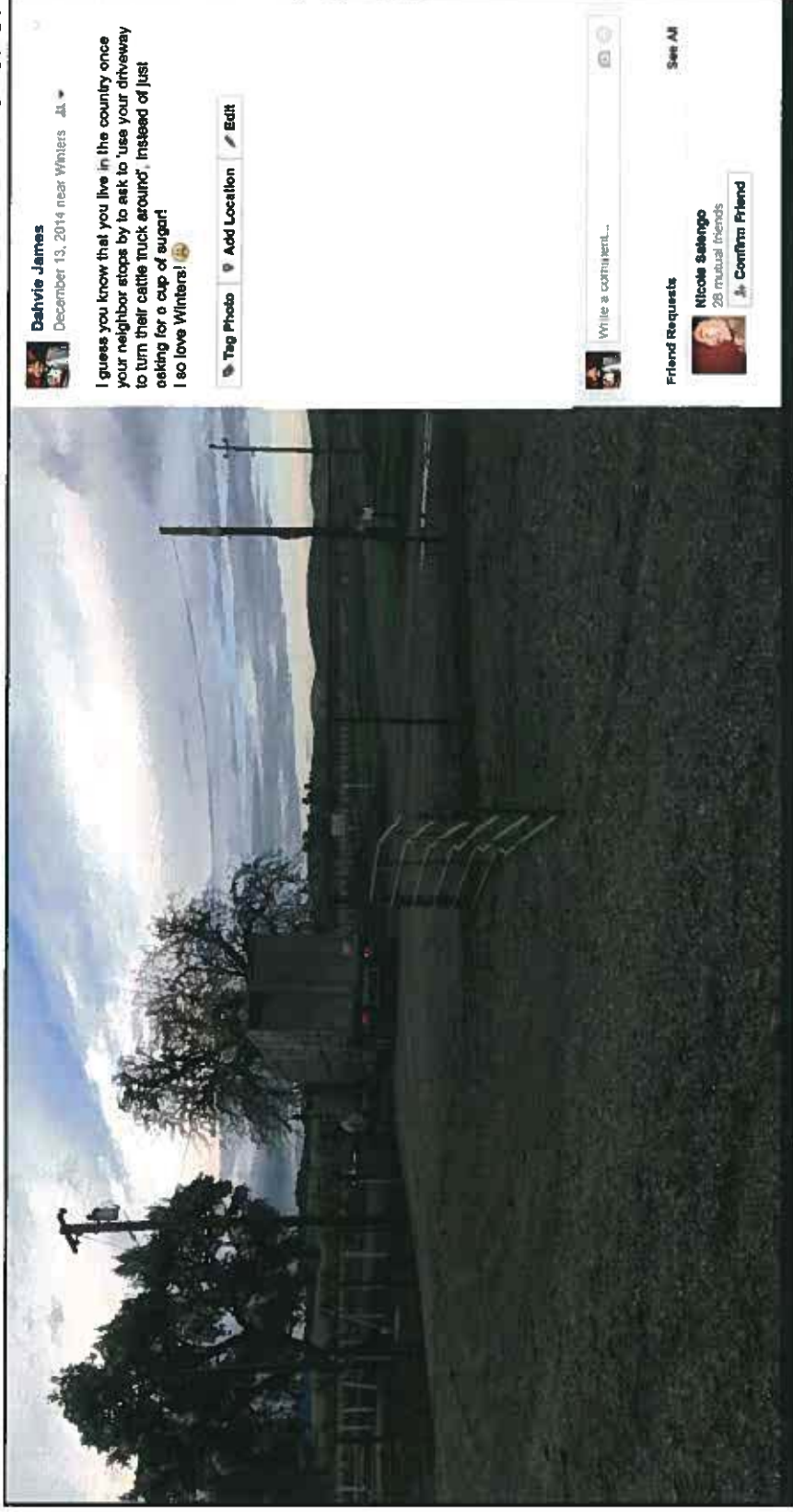
First Drive way/Across from Mailbox

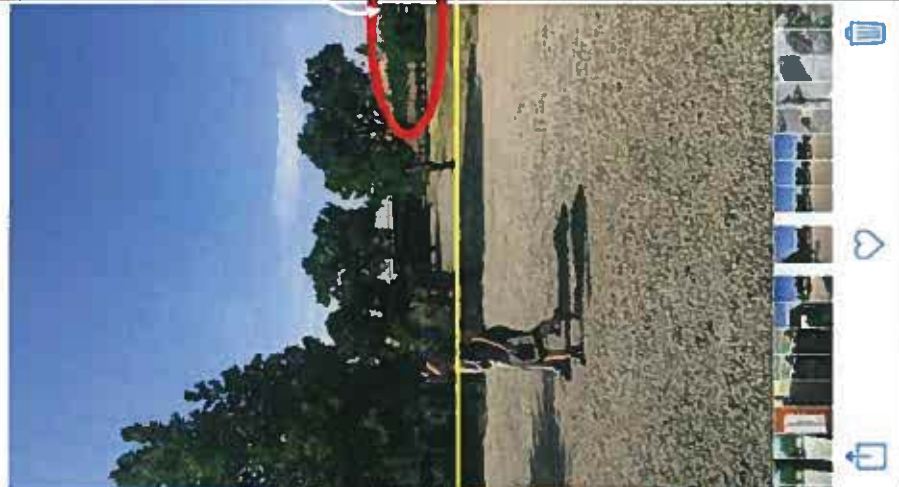
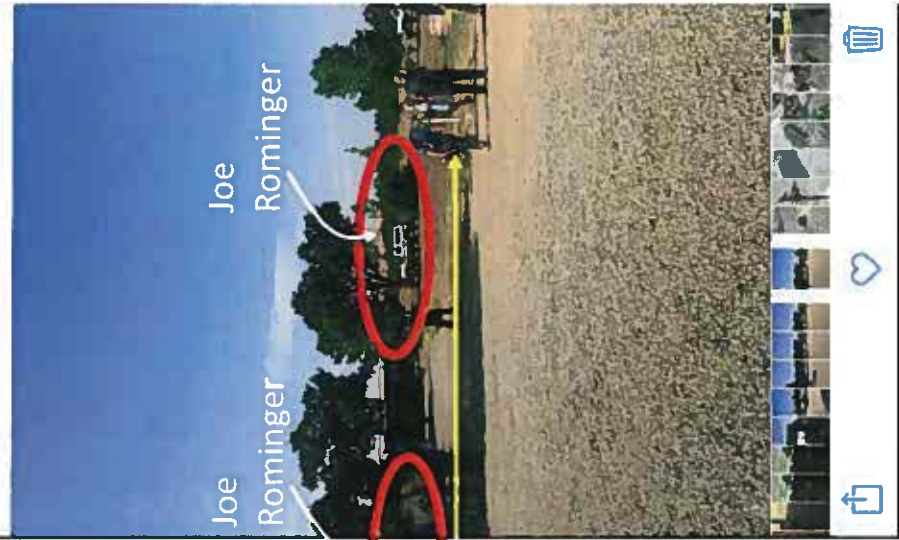
Guest Parking

Vendor Parking

Google

This is a truck going to the Chapman ranch – it was stuck – there have been at least 3 other instances, one in where cattle were released onto the road





Joe Rominger's 5th trip past our home

Same passenger leaving the bus

Joe Rominger

Joe Rominger

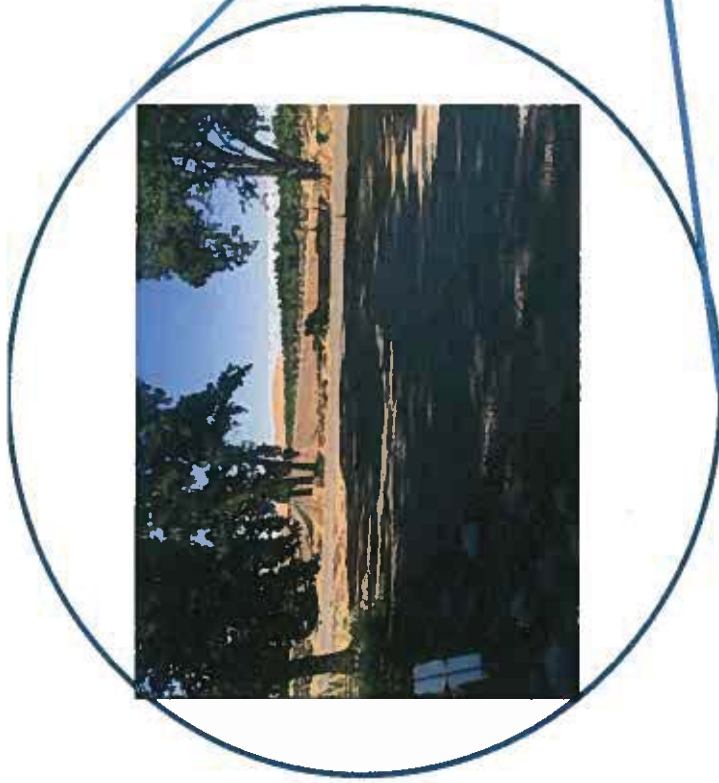
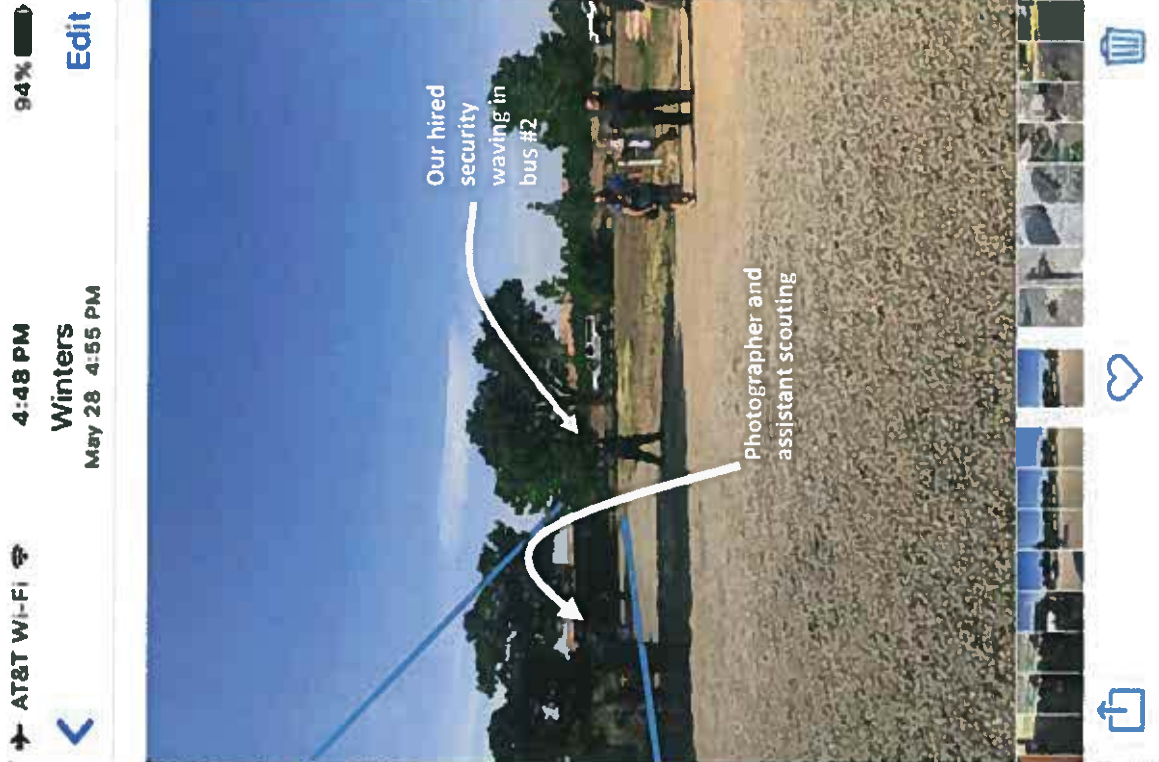
Shuttle #1 Arrives for 5 p.m. Wedding. Shuttle #2 comes shortly thereafter.

Shuttle #1 Returns from another trip.

Shuttle #2 Returns from another trip.

Shuttle #2 Returns from another trip.

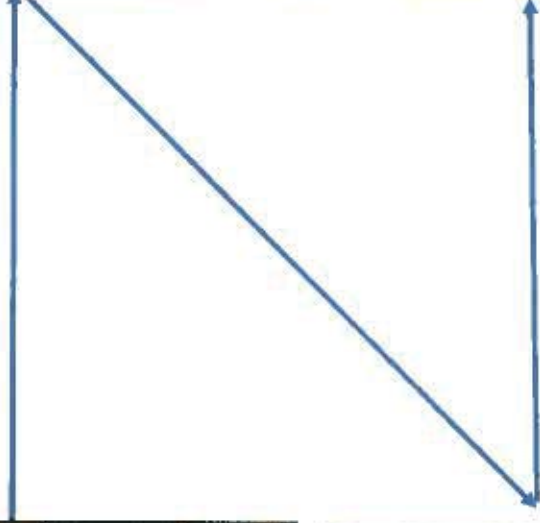




Picture on the right shows shuttle turning into driveway, security guard waving him in, two photographers, and no passengers walking from the black shuttle, which is blocking the entire drive way, and also has the passenger exit on the right hand side. Picture on the left shows the driveway which is bordered by a drainage ditch, dense foliage, deer netting, and florals. The accusation from Joe and Candee Briggs is that for our clients in the black bus, instead of having them enjoy a graceful arrival like every other guest, we would let them out on the roadway, so that they could traverse through a gutter, dense foliage, deer netting, and florals, and then walk about 100 feet to the entrance – all in their formal attire. Is that correct? Why would any business catering to a formal event clientele ever do that? The accusation was that this was done to work around a stuck bus. The bus didn't get stranded until well after this point. We sent the bus back to the parking lot to make sure there were no other last late guests waiting. The bus got stranded leaving out of the same driveway.



Had shuttle had let passengers out on the side of the road from it's right door, this is the terrain that the passengers would have walked through.





FIELD * POND

DISCOVER YOUR TRUE NATURE

Field & Pond Public Safety and Emergency Response Plan

The following documentation is intended to provide clear and descriptive information, training and support on the public safety, emergency response, and evacuation procedures and protocols for Field & Pond. Chapter 4 of the 2013 California State Fire Code was used as a reference in preparing these procedures. Information herein is intended to provide a living document that offers immediate reference for Field & Pond personnel, staff and guests, which can also be updated overtime, in order to improve on the ongoing operations and management of the property. For inquiries or suggestions, please direct all contacts to Dahvie James, owner, at 415-845-2295.

1.0 Guest Arrival at Field & Pond

- 1.1 Guests arrive to Field & Pond, 26055 County Road 29, via car or shuttle. Generally, they will all arrive within 30 minutes before the event starts. Field & Pond is registered on Google Maps, and GPS does accurately provide guidance to our location.
- 1.2 Beginning at the Field & Pond mailbox on County Road 29, approximately 1/8 of a mile away from the main entrance, parking signposts are in place to direct guests to the appropriate areas. (i.e. Parking – ‘ahead’)
- 1.3 In the event that a shuttle is used for transport, shuttle drivers receive a transportation plan in advance of arrival, which directs the driver to the appropriate area; Driveway #3. See Exhibit A.
- 1.4 In the event that the guest is arriving via car, they are directed by signage to turn into the main driveway, Driveway #2. See Exhibit A.
- 1.5 In both the cases of guest arrival via shuttle or car, Field & Pond professional security staff is in place at Driveway #2 to assist with directions.
- 1.6 Guests with disabilities will be directed to park in the available ADA parking spaces. These spaces are appropriately labeled with signage, and are accessible from Driveway #2.
- 1.7 Guest will enter and exit from Driveway #2. Shuttles will enter and exit the property from Driveway #3.

2.0 Vendor Arrival at Field & Pond

- 2.1 Vendors will arrive at Field & Pond in order to assist with anything from catering, to hair and make-up, to music, to florals. They will arrive at varying times, depending on their function. Within 1 hour of the commencement of the event, all vendors will have departed, except for vendors that focus on food and beverage catering, photography and music.
- 2.2 Prior to arrival at Field & Pond, all vendors receive instructions via the Event Planner/Coordinator on the time to arrive, designated parking area, as well as loading and unloading protocols.
 - 2.2.1 The fire lane directly east of the main house (i.e. main entrance) MAY NOT be used for loading and unloading, at any time, or for any reason.

- 2.2.2 The east road leading up to the barn may be used for loading and unloading to the barn. See Exhibit A.
- 2.2.3 The road immediately west of the house, accessible from the vendor parking and Driveway #3, may be used for loading and unloading to the kitchen. See Exhibit A.
- 2.2.4 Keys must be left in vehicles at all times while loading and unloading, in case of emergencies.
- 2.2.5 Loading and unloading is restricted to 15 minutes.
- 2.2.6 Vendors may access their designated parking area via driveway #3, and should park in the demarked locations.

3.0 Public Safety and Circulation Management

- 3.1 Prior to any event, Field & Pond security officers place a call to the Yolo County Sheriff's department to make them aware of the planned public assembly.
- 3.2 From the parking lot, guests are directed to the designated assembly area with signage (e.g. 'Ceremony and Reception this way').
- 3.3 Event Planning/Coordinators also assist with guiding guests to the appropriate areas.
- 3.4 For ceremonies, guests generally traverse across the front of the Main Lodge, and walk out to the western area of the property, past the barn.
- 3.5 For receptions, guests will assemble in the courtyard area directly adjacent to the barn.
- 3.6 Under no circumstances are guests permitted to bring weapons of any sort onto Field & Pond grounds. The Field & Pond contract clarifies this rules, and outlines applicable penalties that can be as severe as cancellation of the event or reservation, without refund.

4.0 Emergency and Fire Prevention

- 4.1 Field & Pond is a non-smoking facility. Renter contracts clarify this policy, as well as make the client aware of fines that may be applied.
- 4.2 In the event that there is a guest that will not honor the No Smoking policy, they are directed to the area immediately west of the main lodge, right outside of the kitchen, which has dirt and appropriate receptacles for extinguishing cigarettes.
- 4.3 Candles are to be maintained to the gravel courtyard area, and fire-safe receptacles must be used at all times.
- 4.4 Grilling must be confined to the gravel covered area in front of the barn, or in the dirt area directly outside of the main lodge kitchen.
- 4.5 On-site security and management shall keep diligent watch for fires, obstructions to means of egress, and other hazards during the time Field & Pond is open to the public, and take prompt measures for remediation of hazards, extinguishment of fires that occur, and assist in the evacuation of the public from the structures, if necessary. They will make frequent rounds of the populated areas and parking lots, in order to monitor for safety risks, and to prevent smoking and open flames in any non-designated zones.
- 4.6 Security will maintain communications via walkie-talkies.
- 4.7 All and any violations, incidents, or potential violations, will be promptly reported to on-site management (e.g. broken glass, smoking violations, etc).
- 4.8 Per the client rental contract, Field & Pond reserves the right to close down any event, and require guests to leave, if there is blatant and/or repeat violation of house

rules. Note: Fighting of any sort will result in immediate cancellation of the event, and forfeit of the client fees; no exceptions.

- 4.9 Fire extinguishers are available at various sites on the property.
 - 4.9.1 Two in the barn
 - 4.9.2 One in the main lodge
 - 4.9.3 Two at the parking area
 - 4.9.4 See Exhibit A
- 4.10 First Aid kits are available at various sites on the property.
 - 4.10.1 One in the kitchen of the main house
 - 4.10.2 One in the barn

5.0 Emergency Response

5.1 Notification Protocol

- 5.1.1 **Fire events.** In the event an unwanted fire occurs on the property, the owner, security agents, staff and/or responsible Planning Coordinator shall immediately report such condition to the Winters Fire Department by dialing 911. ***The Winters Fire Department can also be reached directly at 530-795-4131.***
 - 5.1.2 **Alarm activations.** Upon activation of a fire alarm signal, the owner, security agents, staff and/or responsible Planning Coordinator shall immediately notify the ***Winters Fire department at 530-795-4131.***
 - 5.1.3 **Delayed notification.** A person shall not, by verbal or written directive, require any delay in the reporting of a fire to the fire department.
 - 5.1.4 **Making false report.** A person shall not give, signal or transmit a false alarm.
 - 5.1.5 **Interference with fire department operations.** It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of a fire department emergency vehicle in any way, or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any fire department operation.
- 5.2 An emergency plan will be implemented in the event there is an unwanted fire or emergency incident detected.
- 5.2.1 Field & Pond staff and/or management will first assess the type of emergency (injury, fire, etc).
 - 5.2.2 Field & Pond will notify other staff and teammates via walkie-talkie.
 - 5.2.3 In the event of a fire:
 - 5.2.3.1 Winters Fire will be immediately called (911).
 - 5.2.3.2 Field & Pond staff will announce to guests whether there is a need to evacuate the premises.
 - 5.2.3.3 Staff will execute a 'Shelter In Place' protocol by leading guests to the designated area, denoted as Driveway #3. The intent is to remove guests from the potentially hazardous area until the issue can be resolved, while at the same time ensuring that the primary driveway for the Fire Department, Driveway #2, will remain clear for entry of Fire apparatuses.

- 5.2.3.4 Upon arrival of the Fire Department, Field & Pond staff will await instructions. If an evacuation is required, they will then move to execute the Evacuation Protocol (Procedure 6.o).
 - 5.2.3.4.1 In this instance, Guests will walk from Driveway area #3, across the front lawn of the Main Lodge, to Driveway area #2, in where they can retrieve their vehicles and exit out of Driveway #1. Note: Driveway #1, which is a Farm access road, is only to be used in the case of an emergency.
 - 5.2.3.4.2 In the event that shuttles have been used, guests who arrived on the shuttles will board them at Driveway #3. Shuttle carrying capacity is 100 for a 47 passenger shuttle, and 60 for a 28 passenger shuttle, so shuttles can be used to evacuate large volumes of guests if necessary.
- 5.2.3.5 When the incident has been contained and resolved, Winters Fire Department will issue an 'all clear', at which point Field & Pond will escort guests back to their event.
- 5.2.4 In the event of a medical or law enforcement emergency:
 - 5.2.4.1 Winters Police will be immediately called (911). For law enforcement issues, it is most likely that Yolo County Sheriff's Office will respond. For medical emergencies, Winters Fire Department, will be the first responders.
 - 5.2.4.2 Field & Pond staff will engage to contain the situation, while waiting for authorities to arrive.
 - 5.2.4.3 Upon arrival of the proper authorities, Field & Pond staff will await instructions. If an evacuation is required, they will then move to execute the Evacuation Protocol (Procedure 6.o).
 - 5.2.4.4 When the incident has been contained and resolved, an 'all clear' will be issued, and the event can resume.

6.o Emergency and Unplanned Evacuation

6.1 In the event that an emergency or unplanned situation calls for an evacuation of the site, Field & Pond staff (e.g. Security Agents and Management) will act as team captains to facilitate the evacuation. Such events that may necessitate to an emergency or unplanned evacuation may include fighting, a fire alarm, rain, a fire in the vicinity, etc.

- 6.1.1 Guests will be escorted to the Guests parking lot in where they may retrieve their cars and exit out of Driveway #2.
- 6.1.2 Shuttle passengers will be escorted to Driveway #3 in where they may board the shuttles and exit.

7.o Guest Departure of Field & Pond

- 7.1 Upon conclusion of the event, Guests who drove in will follow signage and lighted walking paths, which direct them to the Guests parking area.
- 7.2 Shuttle passengers will follow Field & Pond escorts to Driveway #3 in where they will board the departing shuttles.
 - 7.2.1 Shuttle departures will be announced 20 minutes before the departure.
- 7.3 Field & Pond is closed to the public after 12 a.m.

8.o Vendor Departure of Field & Pond

8.1 Vendors will return to the designated vendor parking area and exit through Driveway #3.

EXHIBIT A





County of Yolo

DEPARTMENT OF COMMUNITY SERVICES

Taro Echiburú, AICP
DIRECTOR

Planning & Public Works
292 West Beamer Street
Woodland, CA 95695-2598
(530) 666-8775
FAX (530) 666-8156
www.yolocounty.org

Environmental Health
292 West Beamer Street
Woodland, CA 95695
(530) 666-8646
FAX (530) 669-1448
www.yolocounty.org

Integrated Waste Management
44090 CR 28H
Woodland, CA 95776
(530) 666-8852
FAX (530) 666-8853
www.yolocounty.org

COURTESY NOTICE

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
U.S. MAIL, AND E-MAIL

JUNE 9, 2016

Philip R Watt and Dahvie James
26055 County Road 29
Winters, CA 95694

Violation at: 26055 County Road 29
Parcel No.: 047-120-011 and 050-150-012
Case No: CE2016-0009

This Courtesy Notice is being provided to you in accordance with Yolo County Code 1-5.04(a) as a public service for the purpose of advising the recipient of the requirements of the County Code and State Law, and the means to achieve prompt compliance. Please be aware that this is the second such Courtesy Notice that has been issued to Field & Pond since "by-right" operations began.

As the result of a series of complaints, reviewing photographs from a May 28, 2016 wedding event, and conversations with Mr. James, the County Code Enforcement Officer has concluded that the following violations have occurred or may occur:

1. **Excessive Number of Events** - Yolo County Code of Ordinances section 8-2.306(k)(2) limits Field & Pond to "no more than one (1) event per month, not to exceed eight (8) events per year." It appears that Field & Pond has at least three weddings planned for the month of June.¹ To ensure compliance with the Code, please provide a full list of events for the remainder of 2016, with the number of attendees for each event.
2. **Failure to Develop a Public Safety Plan** - California Fire Code section 403.2 requires a "Public Safety Plan . . . where the fire code official determines that an indoor or outdoor

¹ June 6, 2016, June 11 (<http://shawnandijimmy.com/>), and June 18 (<https://www.theknot.com/us/jess-thrift-and-peter-cham-jun-2016>).

gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access road or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety." No such plan has been submitted to date.

3. **Failure to Maintain Fire Apparatus Access Roads** - California Fire Code section 503.4 requires that "[f]ire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times." Based on information provided from complainants and Mr. James regarding the blockage of County Road 29, this requirement has not been met.
4. **Impeding the Expedient Removal of a Disabled Vehicle in a Fire Access Roadway** - California Vehicle Code section 22500 provides, "No person shall stop, park, or leave standing any vehicle whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer." The failure to expeditiously clear the blockage of County Road 29 and delays in towing the bus violated this provision.
5. **Inadequate Shuttle Entrance** – An Encroachment Permit will be required to improve the driveway approach to current county standards. Use for shuttle access for the westernmost driveway approach requires improvement per County of Yolo Improvement Standards Section 4-9, D that states driveways shall conform to Standard Drawing 4-23, or as may be required by the local fire district. Driveways shall be 10 feet wide minimum, and the maximum width shall be 35 feet, exclusive of flares. A culvert shall be provided for any roadside ditch and shall be a minimum of 20' in length and extend a minimum of 5' beyond the driveway on both sides. All driveway or culvert improvements within the public right of way are to be privately maintained.

Failure to take corrective action to correct or prevent further violations **within fifteen (15) days from the date of this Courtesy Notice** may result in one or more of the following actions:

- (1) A Notice of Violation with fines and fees will be issued.
- (2) No County permits and entitlements will be issued on the property until the violation(s) are resolved 1-5.07(a).
- (3) An Administrative Citation may be issued and a Notice of Code Violation(s) will be recorded on your property at the Office of the County Clerk-Recorder. These enforcement actions may impose significant cost on you and all fees and fines **must** be paid prior to Recording a *Release of Notice of Code Violation*. Fines for Administrative Citations will be imposed at the maximum amount (between \$100 and \$1,000) permitted in Government Code Section 25132 for infractions. *Yolo County Code Section 1-5.14*.
- (4) Referral of the case to the District Attorney's Office to initiate criminal action against the property owners and/or other responsible parties. This may include at the County's option, either infraction or misdemeanor prosecution.

The recipient(s) of this Courtesy Notice may, within fifteen (15) days from the date of this letter,

request in writing the opportunity to have an office meeting with Community Services Department staff.

It is to your advantage to voluntarily resolve the above-listed violation(s) in the required time or as permitted by the Director of Community Services. The property owner is responsible for all costs incurred by the County to resolve this matter.

Please contact me at (530) 666-8803 or e-mail at ed.short@yolocounty.org if I may be of any assistance in resolving this matter.

Your cooperation and compliance are appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Ed Short". The signature is written in a cursive, flowing style.

**Ed Short
Chief Building Official
Code Enforcement**

**CC: Taro Echiburú, Director
Eric May, Senior Deputy County Counsel
Eric Parfrey, Principal Planner**



County of Yolo

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