

**Lake Don Pedro Marina**  
**SECOND AMENDMENT TO CONCESSION LEASE AGREEMENT**

THIS SECOND AMENDMENT TO CONCESSION LEASE AGREEMENT (the “**Second Amendment**”) is effective as of \_\_\_\_\_ 2025 (the “**Execution Date**”), by and between the Turlock Irrigation District and Modesto Irrigation District (collectively, the “**Don Pedro Recreation Agency**” or “**Agency**”) and Don Pedro SMI, LP, a Delaware limited partnership, and Don Pedro SMI Opco, LP, a Delaware limited partnership (collectively, “**Concessionaire**”).

**RECITALS**

WHEREAS, Agency, as lessor, and Concessionaire (as successor-in-interest), as lessee, are parties to that certain Concession Lease Agreement dated March 20, 2001, as amended by that certain First Amendment to the Concession Lease Agreement dated November 25, 2003, as assigned by that certain Assignment and Memorandum of Concession Lease Agreement (the “**Assignment**”) (collectively, the “**Lease**” or the “**Agreement**”), which Lease is for that certain tract or parcel of land lying and being on and adjacent to Fleming Meadows, Recreation Area, Don Pedro Project located in Tuolumne County, California as more particularly described on Exhibit B-1 of the Assignment;

WHEREAS, Agency and Concessionaire desire to amend the Lease.

**AGREEMENT**

For good and valuable consideration which the parties acknowledge receiving, Agency and Concessionaire hereby agree, and the Lease is amended, as follows:

1. Recitals. The Recitals are confirmed to be true and correct and are incorporated into this Second Amendment.
2. Application of Lease Terms. Capitalized terms used in this Second Amendment and not defined herein shall have the meanings given to them in the Lease; provided, however, that all references in the Lease to “the Lease” or “this Lease” or similar references shall be a reference to the Lease as amended from time to time, including by this Second Amendment.
3. Temporary Mooring. Section 1-1.01(b) of the Lease is replaced in its entirety with the following:

Temporary Mooring: If the lake level of the Concession Area should drop below seven hundred and forty (740’) feet, as reasonably determined by Concessionaire, the Concessionaire is permitted to establish temporary mooring within the Concession Area where Concessionaire may relocate vessels for the duration of the lowered lake level. Prior to relocating any vessels Concessionaire will submit the proposed relocation plan to Agency Director for review and approval by Turlock Irrigation District Chief Dam Safety Engineer. The Chief Dam Safety Engineer retains authority to approve, revise, or

reject the plan if it does not, in their sole judgment, adequately accommodate dam operations to assure dam safety, or if required FERC approvals are denied. Notwithstanding the foregoing, the relocation plan attached hereto as Attachment 1 (incorporated by reference) to this Second Amendment (the “**Pre-Approved Relocation Plan**”) is approved by Agency Director and Chief Dam Safety Engineer as of the date hereof and Concessionaire may act in accordance with the Pre-Approved Relocation Plan without obtaining any further approvals.

4. Removal of Trading Post and Snack Shack. All references regarding the Trading Post Facility and Swimming Lagoon Snack Shack are deleted from the Lease as of the Effective Date of this Amendment and from and after the Effective Date Concessionaire shall have no rights, obligations or liability with respect thereto. Any reference to the Trading Post or Snack Shack in the Lease is of no further force and effect as of the Effective Date. In addition, Exhibit A to this Lease, "Lake Don Pedro Marina Concession Area Map," is deleted from the Agreement and replaced with Attachment 2 (incorporated by reference) the map titled “ALTA/NSPS LAND TITLE SURVEY, LAKE DON PEDRO, LAKE DON PEDRO MARINA, TUOLUMNE COUNTY, CALIFORNIA” which updates facilities, removes the Trading Post Facility and Swimming Lagoon Snack Shack from the Concession Area, and identifies areas referenced in the low water plan.
5. Term of Agreement. Section 1-2.01 of the Lease is replaced in its entirety with the following:

The term of this Agreement shall be for a period of thirty (30) years, commencing upon the Effective Date, and only so long as the Don Pedro Project continues to be licensed to the Districts by the Federal Energy Regulatory Commission. Following final agency approval, Agency and Concessionaire shall execute the Confirmation of Effective Date Certificate attached hereto as Attachment 3 to confirm the Effective Date and expiration of the term.
6. Option to Extend Term. For the avoidance of doubt, the option to extend the term for an additional period of ten (10) years as set forth in Section 1-2.02 of the Agreement remains in place.
7. Concession Fee Rates. Section 1-3.01(a) of the Lease is replaced in its entirety with the following:

Beginning on January 1, 2026, Concessionaire shall pay to Agency a sum equal to seven percent (7%) of Concessionaire’s annual Gross Receipts as defined in Section 1-3.03, made from or upon the Concession Area during each concession year, except that Concessionaire shall pay Agency two percent (2%) for all sales of merchandise having a single value in excess of \$4,000.00. However, if the concession fee for any year is less than \$300,000.00, Concessionaire will pay the difference to Agency within sixty (60) days following the date on which Agency reconciles the concession fees due versus paid as set forth in Section 1-3.01(c) of this Lease.
8. Environmental Assessment by Concessionaire. Section 1-6.06 of the Lease is replaced in its entirety with the following:

At any time during the term of the Agreement, Concessionaire may but is not required to, at its sole cost and expense, engage a licensed certified Environmental Consultant to



perform an environmental assessment of the Premises. In addition, Concessionaire shall perform, or have performed at its cost and expense, any environmental assessments or other investigation of the Premises that may be required by any Governmental agency.

9. Environmental Indemnity. The parties acknowledge and agree that Concessionaire's obligation to defend, indemnify and hold harmless the Agency as set forth in Section 1-6.08 of the Lease (1) does not extend to damages resulting from Hazardous Materials or Substances that migrate onto the Premises from an adjacent parcel, and (2) only applies to the extent that damages were caused by actions or inactions of Concessionaire.

10. Notices. The Concessionaire notice address set forth in Section 1-16.01 of the Lease shall be updated to the following:

To Concessionaire:     Suntex Marinas  
                              17330 Preston Road, Suite 100C  
                              Dallas, TX 75252  
                              Attn: General Counsel

With a copy to:         Lake Don Pedro Marina  
                              11500 Bonds Flat Road  
                              La Grange, CA  
                              Attn: General Manager

11. Development. Agency acknowledges that the improvements required to be made by Concessionaire in Sections 2-1 and 2-2.01 of the Lease have been performed and Concessionaire has no further obligations with respect thereto. As such improvements have been performed, Agency further acknowledges that Concessionaire may, but is not required, to have up to twenty (20) houseboat rentals.

12. Authorized Services. Section 2.3 of the Lease is amended as following:

- (a) The word "telephone" is deleted from Section 2-3.01(a)(1).
- (b) Section 2-3.01(a)(3) is replaced in its entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to three-hundred thirty-six (336) boat slips."
- (c) Section 2-3.01(a)(4) is replaced in its entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to one-hundred ninety-five (195) combined houseboat slips and private houseboat mooring lines to accommodate private houseboats."
- (d) Section 2-3.01(a)(5) is replaced in its entirety to read: "At Concessionaire's sole discretion as to total number offered at any given time, up to twenty (20) houseboat rentals, subject to the conditions in Section 2-4 of this Agreement and subject to the requirement that private houseboats assigned to Lake Don Pedro Marina be given preference for pumpout services."
- (e) Section 2-3.01(a)(6) is replaced in its entirety to read: "At Concessionaire's sole

discretion as to total number offered at any given time, up to fifty (50) watercraft rentals consisting of any combination of the following, subject to conditions in Section 2-4 of this Agreement: fishing boats, water ski boats, or personal water craft (“Wave Runners”).”

- (f) Section 2-3.01(b)(1) is replaced in its entirety to read: “At Concessionaire’s sole discretion as to total number offered at any given time, up to two hundred fifty (250) dry storage spaces.”

13. A new section 2-3.01(c) is added that reads:

At any time the Concessionaire desires to add new facilities or increase the number of boat slips, houseboat slips, private houseboat mooring lines, houseboat rentals, or watercraft rentals authorized under this Section 2-3.01 it must first conduct a study to evaluate the recreational carrying capacity of the Fleming Meadows Concession Area. The study will determine if any new facilities and/or the number of slips, boats, houseboats, and rental vessels and equipment that can be operated on the lake from the Concession Area without materially compromising safe recreational use and environmental quality thereof, or materially degrading the lake and facilities. The study will be submitted to the Agency for approval prior to implementing any changes, with such approval not to be unreasonably withheld or delayed. The study will be used by the Concessionaire to evaluate the range of options available in establishing the number and types of boating slips, and rental vessels and equipment to be offered.

Agency retains the right to require changes to Concessionaire’s lake operations including the boat slips and rental fleet as necessary to comply with governmental authorities and actions, or to accommodate dam operations to assure dam safety.

14. Operations and Maintenance.

- (a) Section 3-1.01 is deleted in its entirety.
- (b) Section 3-1.02 is replaced in its entirety with the following: “Standard of Service. The Concession Area shall be staffed with competent personnel at all times Concessionaire remains open for operation under this Agreement. Concessionaire will ensure that all personnel perform work in accordance with all standards of care and diligence consistent with recognized and sound marina operation practices, procedures, and techniques in practice at reservoir marinas and like facilities. Concessionaire will ensure that work carried out under this Agreement is performed in compliance with all applicable statutes, acts, ordinances, laws, rules, regulations, codes and standards.

- (c) Section 3-2.01(d) of the Lease is amended to add the word “reasonably” before “deems.”

15. Contribution.

- (a) Concessionaire has agreed to make a contribution of four-hundred thousand (\$400,000) dollars toward the construction of a visitor center at the Fleming Meadows Campground (the “**Visitor Center**”) (the “**Contribution**”). The Contribution shall be made in two equal payments. The first two hundred thousand (\$200,000) dollar payment shall be made within thirty (30) days of written notice to Concessionaire of Construction Commencement. As used herein, “**Construction Commencement**” shall mean the commencement of continuous and on-going physical on-site construction activities for the construction of the Visitor Center, such as the installation of facilities or equipment or significant physical site preparation work such as excavation, clearing or grading. Construction Commencement shall not mean pre-commencement activities such as finalizing design plans, obtaining permits, or securing financing. The second two hundred thousand (\$200,000) dollar payment shall be made within six (6) months from the date the first payment is received.

16. Snack Shack Repairs. Within 30 days following the Effective Date, Concessionaire has agreed to perform or contract for, at Concessionaire’s sole cost, certain repairs to the Snack Shack as outlined in Attachment 4 (incorporated by reference) (the “**Snack Shack Repairs**”). Agency agrees to grant access to the Snack Shack to Concessionaire and its contractors so that the Snack Shack Repairs may be performed. Concessionaire will comply with all Tuolumne County permit and inspection requirements and complete the work to the standards of Attachment 5, Tuolumne County Environmental Health Division “Food Facility Plan Check Guide” (incorporated by reference). Upon completion of the Snack Shack Repairs to these standards, Concessionaire shall have fully performed its obligations under the Lease with respect to the condition of the Snack Shack at surrender and shall have no liability to Agency with respect to the condition of the Snack Shack. The Snack Shack Repairs will be completed on or before the date that is sixty (60) days after the Effective Date.
17. Houseboat Rules. Beginning on January 1, 2026, DPRA Regulations and Ordinances Appendix A – Section 4.5.14 Houseboat Rules are hereby inapplicable to Concessionaire’s operations with the Concession Area, and Concessionaire must comply with and enforce the requirements in Attachment 6 (incorporated by reference) entitled “Houseboat Requirements.”
18. Houseboat Permitting. Beginning on January 1, 2026, Concessionaire shall be responsible for issuing and administering houseboat permits for the right of an individual to store a houseboat in the Concession Area (a “Houseboat Permit”), consistent with the terms of this Agreement and the attached Houseboat Requirements. Concessionaire may determine whether to issue a Houseboat Permit in its sole discretion and may put in place any such policies and procedures as Concessionaire deems appropriate in processing applications for a Houseboat Permit. Concessionaire may also establish a fee to apply for, obtain and renew a Houseboat Permit and any fees collected with respect to the Houseboat Permit shall be Concessionaire’s property. Concessionaire is authorized to establish and enforce rules and regulations for holders of Houseboat Permits (“Houseboat Permit Holders”) and may collect fines in connection with the violation of such rules and regulations, which fines shall remain property of Concessionaire.

Concessionaire shall have the right, in its sole discretion, to revoke or choose not to renew a Houseboat Permit and cause the removal of the houseboat associated with such Houseboat Permit following such revocation or non-renewal. Concessionaire indemnifies and holds harmless the Agency from any and all claims related to Concessionaire's exercise of permitting or enforcement authority under this Section. Agency represents and warrants that Agency has the authority to grant Concessionaire the authority and privileges conveyed in this Section 18 at the time this Second Amendment was executed. Attachment 8 outlines Suntex' regulations and procedures governing houseboating.

19. Blue Oaks Repair Yard. The Concession Area includes the boat repair shop/yard and dry storage area commonly known as the Blue Oaks Repair Yard ("Blue Oaks") that will continue to service houseboats from all concessions on Don Pedro Lake. From and after the date hereof, Concessionaire may conduct operations with Blue Oaks in its sole discretion, including but not limited to, services provided and pricing with respect to such services provided, insurance requirements and the setting of any rules and regulations of customers and user of Blue Oaks.
20. Condition to Effectiveness. This Second Amendment shall become effective on the date (the "**Effective Date**") on which the Agency Regulation related to review of concessionaire fees attached hereto as Attachment 7 (incorporated by reference) shall have been fully approved on the same terms as attached hereto by the Don Pedro Recreation Agency Board of Control and be in full force and effect (the "**Condition**"). The Condition must be satisfied in its entirety within thirty (30) days of the Execution Date (the "**Condition Deadline**"). For the avoidance of doubt, if the Condition is not satisfied in its entirety on or before the Condition Deadline this Second Amendment shall have no force or effect.
21. Ratification. As amended hereby, the Lease is ratified and confirmed as being in full force and effect. Each party agrees that, as amended hereby, the Lease is the binding and enforceable obligation of such party. To the extent of any conflict or inconsistency between this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall govern and control to the extent, but only to the extent, of such conflict or inconsistency. Nothing in this Second Amendment shall be deemed a waiver or release of any unperformed obligations of Landlord and Tenant under the Lease, including, without limitation. References in the original Lease to "this Lease," "the Lease," "this Agreement," or "the Agreement" or similar shall be a reference to the original Lease as amended from time to time, including by this Second Amendment.
22. Counterpart Execution. This Second Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument. Executed counterparts of this Second Amendment may be exchanged by electronic mail, which executed counterparts shall serve as originals for all purposes.
23. Execution and Delivery of Second Amendment. This Second Amendment will not be effective or binding on either party unless and until it has been executed by both Agency and Concessionaire, and a fully-executed Second Amendment has been delivered to Agency and Concessionaire.

*[Signature on following page]*

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the Effective Date.

**AGENCY:**

TURLOCK IRRIGATION DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MODESTO IRRIGATION DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONCESSIONAIRE:**

DON PEDRO SMI, LP,  
a Delaware limited partnership

By: SMI CA PropCo Holding, LLC,  
a Delaware limited liability  
company, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DON PEDRO SMI OPCO, LP,  
a Delaware limited partnership

By: SMI CA OpCo Holding, LLC,  
a Delaware limited liability  
company, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment 1

Pre-Approved Relocation Plan





## Don Pedro Low Water Plan

**PURPOSE:** To provide guidance, controls, and shared information of marina adjustments when low water levels impact marina operations.

**COVERAGE:** This process applies Don Pedro Marina vessels

**GUIDELINES:** These guidelines will ensure plan accuracy for drought, extreme drought conditions, and extreme drought conditions below 670' water level.

**RESPONSIBILITY:** The General Manager will execute planning, organization, and facilitation of the plan after SMI Executive approval and review by DPRA.

### Overview

Low water levels caused by irrigation district usage and lack of precipitation (snowpack / rain) feeding into Lake Don Pedro requires specialized adjustment of assets to accommodate the customer and facilities.

Each of the following steps should be assessed and approved by the Regional Director and reviewed by the SMI executive team along with DPRA sign off.

Low Water Plan – Drought Conditions 740' and above

Low Water Plan – Extreme Drought Conditions 740' to 670'

Low Water Plan – Extreme Drought Conditions Below 670'. No historical data to provide mooring accommodations or marina operations. Lowest water level recorded is 671.19.

DATE	RES ELE FEET	STORAGE AF	RES CHG AF	TOC AF	STO AF	ABV TOC AF	OUTFLOW CFS	INFLOW CFS	PPT INC INCHES
10/02/2015	673.19	639,823	-2,821	1,748,621	-1,108,798		2,220	798	0.00
10/03/2015	672.74	637,009	-2,814	1,736,896	-1,099,888		1,638	219	0.00
10/04/2015	672.58	636,447	-562	1,725,172	-1,088,725		984	700	0.00
10/05/2015	672.14	633,642	-2,805	1,713,448	-1,079,806		1,539	125	0.00
10/06/2015	671.62	630,845	-2,797	1,701,724	-1,070,879		1,994	584	0.00
10/07/2015	671.39	629,170	-1,675	1,690,000	-1,060,830		1,037	192	0.00
10/08/2015	671.33	628,612	-558	1,690,000	-1,061,388		628	347	0.00
10/09/2015	671.19	628,612	0	1,690,000	-1,061,388		849	849	0.00
10/10/2015	671.24	628,612	0	1,690,000	-1,061,388		153	153	0.00
10/11/2015	671.36	629,170	558	1,690,000	-1,060,830		113	394	0.00
10/12/2015	671.54	630,286	1,116	1,690,000	-1,059,714		115	678	0.00
10/13/2015	671.67	631,403	1,117	1,690,000	-1,058,597		119	683	0.00
10/14/2015	671.80	631,403	0	1,690,000	-1,058,597		114	114	0.00
10/15/2015	671.85	631,963	560	1,690,000	-1,058,037		392	674	0.00
10/16/2015	671.95	631,963	0	1,690,000	-1,058,037		229	229	0.00

Don Pedro Marina within Fleming Meadows can be adjusted without moving permanent structures (i.e., anchoring). Anchor cables have been extended to accommodate low water and extreme draught with marina adjustments.

Houseboat Marina within Fleming Meadows can be adjusted without moving permanent structures (i.e., anchoring). Anchor cables have been extended to accommodate low water and extreme draught with marina adjustments.

Private houseboats will be relocated to Lone Gulch and then temporary mooring lines when Lone Gulch is unable to accommodate them. The temporary mooring lines extend from Schoolhouse Point to the West Bay.

## **Low Water Plan - Drought Conditions (740' and above)**

The plan is listed below on operational and maintenance aspects of low water drought conditions occurring at **740'** and above.

### **Blue Oaks:**

- Haul and Launch services will be available as long as the launch ramp remains open, as determined by the agency.
- Repair Yard fully operational.

### **Don Pedro Marina (Fleming Meadows):**

- At or before 750' water level, private houseboats will need to relocate from the back of Gilman Gulch, Schoolhouse Cove, and Buzzard Cove to Lone Gulch mooring previously approved by DPRA. Lone Gulch can accommodate 30 private houseboats with current anchor points.
- At or above 750' water level, mooring lines will need to be connected to lower deadmen locations within Gilman Gulch, Schoolhouse Cove, and Buzzard Cove.
- Customer boats will be scheduled for customer movement from Gilman, Schoolhouse, and Buzzard to buoy field within previously DPRA board approved location in Lone Gulch. These will be individual phone calls to accommodate customer needs.
- The marina will be adjusted North and slightly West to accommodate low water level.
- Anchors have been dropped for outbound and inbound adjustment.
- Water taxi service will be available during normal business hours. Due to the increase in demand, reservations are requested through the office.
- Full operation of Lake Don Pedro Marina and Houseboat Marina.

**Shoreline Deadman Anchor – West Bay 760' Water Level**



## **Low Water Plan - Extreme Drought Conditions (740' and 670')**

The plan is listed below on operational and maintenance aspects of extreme drought conditions occurring at **740'** and **670'**.

### **Blue Oaks:**

- Haul and Launch will close in when water level reaches 720'. Third-party transportation companies will need to undergo a vetting process initiated by customers requesting this service.
- Repair Yard fully operational

### **Don Pedro Marina (Fleming Meadows):**

- Customer boats will be scheduled for customer movement from Gilman, Schoolhouse, and Buzzard to buoy field within previously DPRA board approved location from Schoolhouse point to West Bay, shown below as "T Lines". These will be individual phone calls to accommodate customer needs.
- The marina will be adjusted North and slightly West to accommodate low water level.
- Anchors have been dropped for outbound and inbound adjustment.
- DPRA will establish 5MPH wake zone throughout the Fleming Meadows houseboat and marina area to accommodate for Temporary Lines. Starting at School House point and Lone Gulch point.
- 3 Pump out services will be provided:
  - Via barge service (additional fee)
  - Stationary docks (extension dock and rental dock, no fee)
- Water taxi service will be available during normal business hours. Due to the increase in demand, reservations are requested through the office.
- Full operation of Lake Don Pedro Marina and Houseboat Marina.

**Fleming Meadows Launch Ramp – 755' Water Level**





## **Low Water Plan - Extreme Drought Conditions (Below 670')**

- Historical data is not available for water level below 671.19.
- There are currently no viable moorage options available for vessel relocation. Please refer to the section titled 'New Mooring Requirements' below for further details.
- All houseboats should be removed from the water by third-party over-the-road transport companies before the Fleming Meadows launch ramp transitions to a dirt surface.
- Houseboat storage is available at Blue Oaks Repair Yard on a first-come, first-served basis. Please note that the yard has limited capacity and may not be able to accommodate all 257 private houseboats. If storage at Blue Oaks Repair Yard is full, houseboat owners are encouraged to seek alternative storage options at other facilities.
- Don Pedro Marina cannot perform vessel haul-outs while the Blue Oaks launch ramp is closed at elevations below 720'. Additionally, the Don Pedro Marina transport truck designated for haul-outs is not registered for operation on California roadways.

## **New Mooring Requirements - Governing Agencies**

To establish a new mooring field or temporary marina location, the following agencies must review and approve the submitted plan and issue the necessary permit.

- Army Corps of Engineers approval and permit for new mooring location
- California Water Boards NPDES permit and approval for new mooring location
- Bureau of Land Management approval and permit for new mooring location
- CEQA and NEPA documents for digging holes for deadman placement for new mooring location
- Archaeology study for new mooring/marina location.
- Fish and Wildlife approval and permit for new mooring location
- Tuolumne County Fire Marshal inspection and approval of new mooring location

## **Temporary Mooring Lines During Extreme Drought 2014**





**Pictures:**

**Don Pedro Marina Normal Water Level**



**Don Pedro Marina - HB Buoy Line Configuration for Low Water Moorage (Shoreside Deadman)**





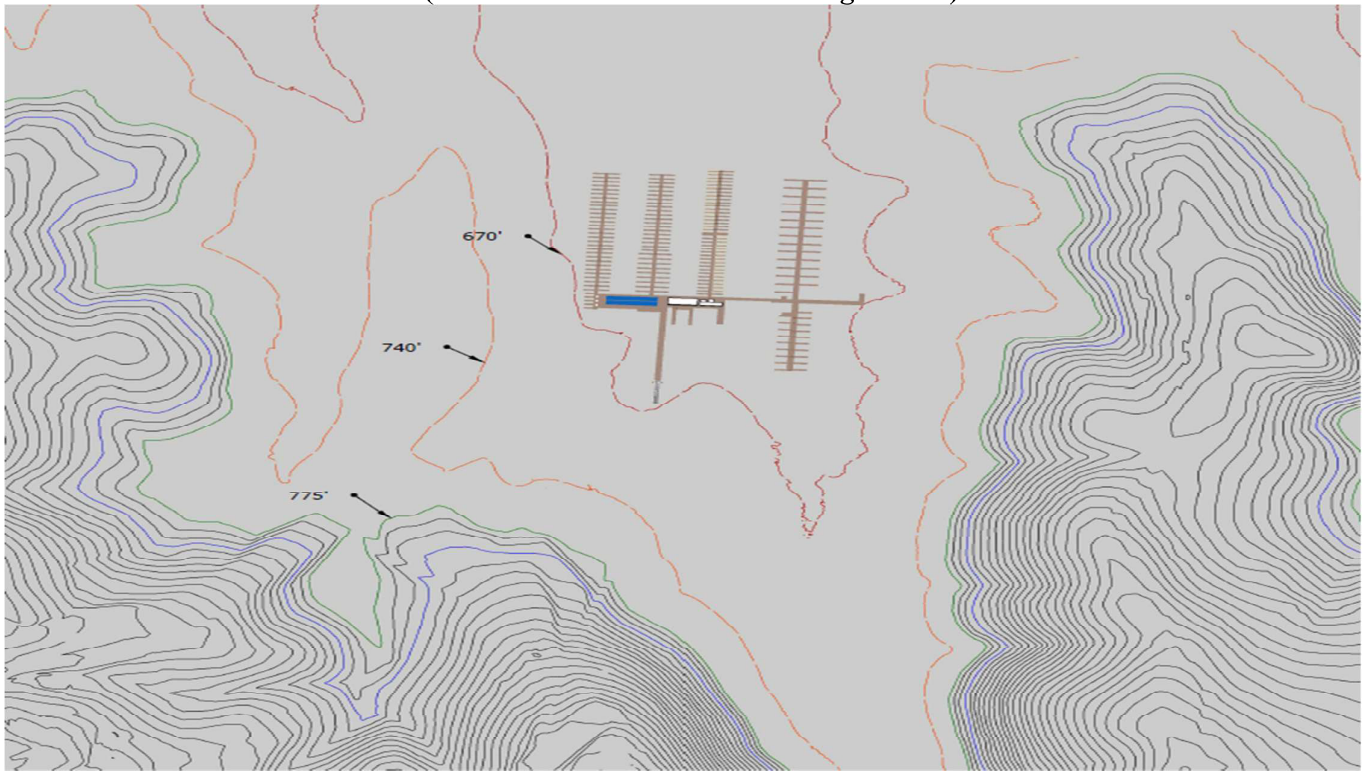
**Don Pedro Marina 710' Water Level**



**Don Pedro Marina 730' Water Level**



**Don Pedro Marina Bathometric (775-670 levels and marina configuration)**



# Moccasin Point Low Water Plan (under Suntex Ownership)

**PURPOSE:** To provide guidance, controls, and shared information of marina adjustments when low water levels impact marina operations.

**COVERAGE:** This process applies Moccasin Point Marina vessels under Suntex ownership.

**GUIDELINES:** These guidelines will ensure plan accuracy for drought and extreme drought conditions.

**RESPONSIBILITY:** The General Manager will execute planning, organization, and facilitation of the plan after SMI Executive approval and review by DPRA.

## Overview:

Low water levels caused by irrigation district usage and lack of precipitation (snowpack / rain) feeding into Lake Don Pedro requires specialized adjustment of assets to accommodate the customer and facilities.

Moccasin Point Marina cannot be adjusted for low water levels and will need to sit on dry land until water returns to the area. Adjustment is not optional due to the distance and PLR compliance concerns. The houseboats will need to be moved to the Fleming Meadows recreation area of Lake Don Pedro for temporary storage.

Don Pedro Marina within Fleming Meadows can be adjusted without moving permanent structures (i.e., anchoring).

The plan is listed below on operational and maintenance aspects of drought conditions occurring at 730'. Plan activates when current levels are at 765'.

Vessels will be put back into place once an 800' water elevation is reached, or water projections stay consistently above 780' for 12-months.

## Moccasin Point Marina:

### Plan at 765' water level:

- Schedule houseboat customer vessels for movement to buoy field outside of the houseboat dock that houses private boats within Fleming Meadows area. All boats MUST be relocated by 730' elevation.
  - These will be individual phone calls to accommodate customer needs.
  - Movement to take place over a period of days that will be communicated when water level projections are received from TID.
  - Small Boats can request slips at Don Pedro Marina. Accommodations based on availability.
  - Houseboats will be moored on buoy lines in the Fleming Meadows area.
- Pricing:
  - HB dock customers will be charged buoy line market rate of temporary site.
    - Cable diameter and hardware is greater than that utilized at Moccasin.
    - Labor expenses to install temporary lines.
    - Equipment and fuel use to install temporary lines.
  - SB dock customers will be charged market rate for slips based on availability.
- Begin prep work for adjusting to optimal resting pad and will be contingent upon water projections provided by TID.
  - This includes proper environmental shut down and utility / fuel line storage.
- Fuel/pump out/fresh water will be available at Don Pedro Marina.



# **Moccasin Point Low Water Plan (non-Suntex Ownership)**

## **Extreme Drought Conditions Below 730'**

**PURPOSE:** To provide guidance, controls, and shared information of marina adjustments when low water levels impact marina operations.

**COVERAGE:** This process applies Moccasin Point Marina vessels under non-Suntex ownership.

**GUIDELINES:** These guidelines will ensure plan accuracy for drought and extreme drought conditions.

**RESPONSIBILITY:** Owner of marina facility and review by DPRA.

### **Overview:**

Low water levels caused by irrigation district usage and lack of precipitation (snowpack / rain) feeding into Lake Don Pedro requires specialized adjustment of assets to accommodate the customer and facilities.

The houseboats will need to be moved to the Fleming Meadows recreation area of Lake Don Pedro for temporary storage. Moccasin Point Marina owner to work with Lake Don Pedro Marina General Manager and Regional Manager on planning the temporary moorage location for 62 private houseboats.

The plan is listed below on operational and maintenance aspects of extreme drought conditions occurring at 730'. This plan must be activated 90-days before water level reaches 730' to provide Don Pedro Marina the time to order material, install lines and hardware, rent necessary equipment and communicate with customers.

Vessels will be put back into place once an 800' water elevation is reached, or water projections stay consistently above 780' for 12-months.

### **Moccasin Point Marina:**

#### **Plan at 90-days before 730' water level is reached:**

The collaboration between Moccasin Point Marina and Lake Don Pedro Marina is set to initiate upon the indication from the Turlock Irrigation District (TID) that water levels are projected to attain 730 feet within a period of 90 days. Moccasin Point Marina will take on the financial obligation for all labor, materials, equipment rentals, and associated costs related to the temporary relocation of 62 private houseboats.

Don Pedro Marina can assist in material purchasing and installation for a fee.

- Schedule houseboat customer vessels for movement to buoy field outside of the houseboat dock that houses private boats within Fleming Meadows area. All Houseboats to be relocated by 730' elevation.
  - Movement to take place over a period of days that will be communicated when water level projections are received from TID.
  - Small Boats can request slips at Lake Don Pedro Marina. Accommodations based on availability.
  - Houseboats will be moored on buoy lines in the Fleming Meadows area from Schoolhouse Point to West Bay.
- Pricing:
  - HB dock customers will be charged buoy line market rate of temporary site.
    - Cable diameter and hardware is greater than that utilized at Moccasin due to how many vessels are on one line
    - Labor expenses to install temporary lines.
    - Equipment and fuel use to install temporary lines.
    - Equipment rental expenses
  - SB dock customers will be charged market rate for slips based on availability.

Lake Don Pedro Marina incurred all expenses in 2021 to install temporary moorage lines. The 2021 low water drought expense was \$700k.

**Pictures:**

**Moccasin Point Marina Normal Water Level**



**Moccasin Point Marina Low Water (720) - Expecting 30 feet lower and no access**

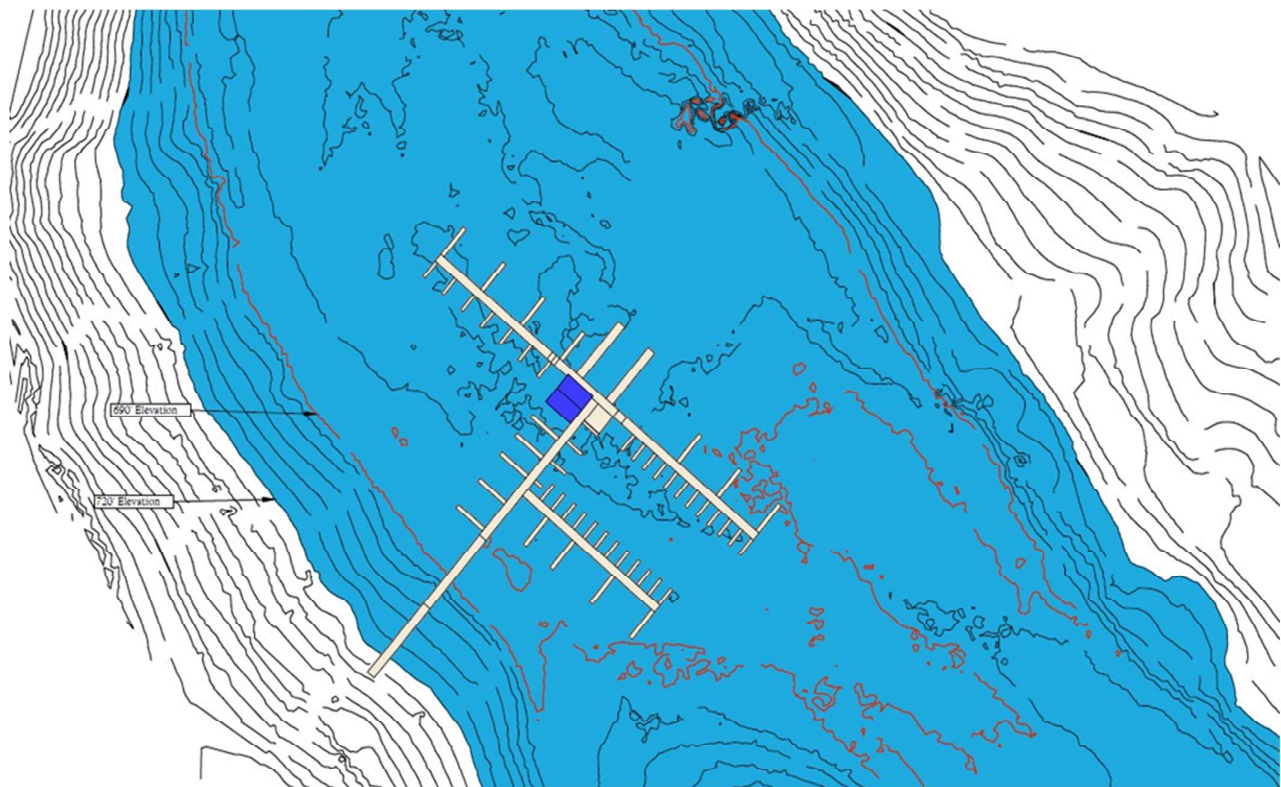




**Moccasin Point (DPRA Facebook post)**



Moccasin Point Bathometric (720-690 levels and marina configuration)



Document Change Control			
Date	Author	Version	Changes
2/28/2025	Katie Linton	1.0	

Attachment 2

Lake Don Pedro Marina Concession Area Map



LEGAL DESCRIPTION

SEE SHEET 4 FOR COMPLETE LEGAL DESCRIPTION

SCHEDULE B-2 EASEMENT NOTES

THIS FORM IS FOR SCHEDULE "B" OF THE PRELIMINARY TITLE REPORT ISSUED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. NCS-EXT008-1-02, WITH AN EFFECTIVE DATE OF MARCH 10, 2017 AT 7:30 AM.

1 AN EASEMENT FOR A SINGLE LINE OF POLES AND WIRES AND INCIDENTAL PURPOSES, RECORDED AUGUST 10, 1981 IN BOOK 85 OF DEEDS, PAGE 258. IN FAVOR OF: SERNA AND SAN FRANCISCO POWER COMPANY. AFFECTS: AS DESCRIBED THEREIN.

2 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED JUNE 16, 1922 IN BOOK 85 OF DEEDS, PAGE 31. AFFECTS: (NOT SHOWN HEREON, NOT A SURVEYED MATTER)

3 THE RIGHT, TITLE, IF ANY OF ANY WATER STOCK IN AND TO DON PEDRO RESERVOIR AS RESERVED BY JOHN C. FLEMING, ET AL IN DEED RECORDED SEPTEMBER 16, 1922 IN BOOK 85 OF DEEDS, PAGE 120. DOCUMENT RE-RECORDED MAY 14, 1923 IN BOOK 85 OF DEEDS, PAGE 448. AFFECTS: (NOT SHOWN HEREON, NOT A SURVEYED MATTER)

4 AN EASEMENT FOR A SINGLE LINE OF POLES AND WIRES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 04, 1922 IN BOOK 85 OF DEEDS, PAGE 144. IN FAVOR OF: SERNA AND SAN FRANCISCO POWER COMPANY. AFFECTS: AS DESCRIBED THEREIN.

5 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED MAY 28, 1924 IN BOOK 87 OF DEEDS, PAGE 206. AFFECTS: (NOT SHOWN HEREON, NOT A SURVEYED MATTER)

6 AN EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 17, 1928 IN BOOK 88 OF DEEDS, PAGE 302. IN FAVOR OF: SERNA AND SAN FRANCISCO POWER COMPANY. AFFECTS: AS DESCRIBED THEREIN.

7 AN EASEMENT FOR POLES AND WIRES SUBMITTED THEREON AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 03, 1929 IN BOOK 88 OF DEEDS, PAGE 285. IN FAVOR OF: MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

8 AN EASEMENT FOR DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 17, 1928 IN BOOK 88 OF DEEDS, PAGE 301. IN FAVOR OF: MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

9 AN EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES, RECORDED AUGUST 05, 1929 IN BOOK 88 OF DEEDS, PAGE 8. IN FAVOR OF: TUOLUMNE IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

10 AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 08, 1929 IN BOOK 89 OF DEEDS, PAGE 441. IN FAVOR OF: TUOLUMNE IRRIGATION DISTRICT AND THE MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

11 AN EASEMENT FOR BACK UP AND FLOW AND STORING OF WATER AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 08, 1929 IN BOOK 89 OF DEEDS, PAGE 441. IN FAVOR OF: TUOLUMNE IRRIGATION DISTRICT AND THE MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

12 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED JULY 10, 1929 IN BOOK 92 OF DEEDS, PAGE 235. IN FAVOR OF: MODESTO IRRIGATION DISTRICT AND THE MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

13 AN EASEMENT FOR ROAD AND POWER LINE AND INCIDENTAL PURPOSES, RECORDED AUGUST 10, 1929 IN BOOK 87, PAGE 170 OF OFFICIAL RECORDS. IN FAVOR OF: MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

14 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED JULY 10, 1929 IN BOOK 92 OF DEEDS, PAGE 235. IN FAVOR OF: MODESTO IRRIGATION DISTRICT AND THE MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

15 AN EASEMENT FOR ACCESS AND INCIDENTAL PURPOSES, RECORDED MAY 14, 1923 IN BOOK 85, PAGE 1 OF OFFICIAL RECORDS. IN FAVOR OF: THOMAS CLARK AND FRANCES BUTLER. AFFECTS: AS DESCRIBED THEREIN.

16 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED JULY 10, 1929 IN BOOK 92 OF DEEDS, PAGE 235. IN FAVOR OF: MODESTO IRRIGATION DISTRICT AND THE MODESTO IRRIGATION DISTRICT. AFFECTS: AS DESCRIBED THEREIN.

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ALTA/NSPS LAND TITLE SURVEY  
LAKE DON PEDRO  
LAKE DON PEDRO MARINA  
TUOLUMNE COUNTY, CALIFORNIA



SITE MAP  
N.T.S.

LIST OF SIGNIFICANT OBSERVATIONS:

\* THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS PROPERTY LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

NONE OBSERVED

NOTES:

1. THIS SURVEY IS BASED ON THE PRELIMINARY REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-EXT008-1-02, WITH AN EFFECTIVE DATE OF MARCH 10, 2017 AT 7:30 AM.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH LANS AND/OR MINIMUM STANDARDS OF THE STATE OF CALIFORNIA.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO AS THE BEARINGS USED ON THE UNRECORDED TOPOGRAPHIC PROPERTY OF PROJECT BOUNDARY MAP, ENTITLED "DON PEDRO RESERVOIR, PROJECT 2296, LAST REVISED ON JULY 10, 1929, AS SHOWN HEREON.
4. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS (EXCEPT AS SHOWN ON SAVED HEREON).
5. THERE ARE NO PROPOSED CHANGES TO STREET RIGHT OF WAY LINES, ACCORDING TO THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SOCIAL CONSTRUCTION OF PAVEMENT.
6. NO METAL MARKERS WERE OBSERVED AT THE TIME OF THE SURVEY.
7. SURVEY IS CERTIFIED FOR THIS REAL ESTATE TRANSACTION ONLY AND NOT FOR ANY OTHER PURPOSES OTHER THAN TO ASSURE OR TRANSFER WITH RESPECT TO ANY TRANSFER OF THE RELATED NOTE AS TO SUCCESSION OR EVIDENCE RESPECT TO METEORIC PARADES OR OPERATIONS OF LANS OR REAL ESTATE TRANSACTIONS.
8. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THEIR SUCCESSORS AND/OR ASSIGNS. NO LICENSE HAS BEEN CREATED, EXPENSES OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONNECTION WITH (1) THE ORIGINAL TRANSACTION, (2) COINCIDENTS REQUIRED TO ACQUIRE ANY RELATED LANS, (3) WITH RESPECT TO ANY SUBSEQUENT SALE OR TRANSFER OF THE LANS, OR (4) IN CONNECTION WITH ANY FUTURE EXPENSE OF RECOVERED BY OR ON BEHALF OF THE THEN OWNER OF THE NOTE INCLUDING ANY NOTE SALE OR RED SALE OR SUBSEQUENT PURCHASE.
9. UNLESS THE PLAN HAS THE SEAL AND SIGNATURE OF THE SURVEYOR AND/OR ENGINEER RESPONSIBLE FOR ITS PREPARATION, THIS IS NOT AN AUTHENTIC COPY OF THE ORIGINAL SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE.

ZONING INFORMATION

THE ZONING INFORMATION WAS PROVIDED BY:  
DMS  
10461 MILLS ROAD CIRCLE, SUITE 1100  
DOWNEY, CALIF. 90241  
TEL: 800-733-5866  
WWW.DMSGROUP.COM

DMS PROJECT #: 12020518000-001289  
DATE OF REPORT: 2016-12-28

ZONE: P-PUBLIC  
BUILDING SETBACKS: FRONT: 05 FEET  
SIDE: 05 FEET  
REAR: 10 FEET  
HEIGHT: NOT TO EXCEED 80 FEET  
LOT DIMENSIONS: MINIMUM LOT SIZE: NO MINIMUM REQUIREMENT  
BUILDING FOOTPRINT: NO  
BUILDING HEIGHT: NOT SPECIFIED  
SETBACKS: NOT EXCEED NOT SPECIFIED  
PARKING: PROVIDED AS DETERMINED BY PLANNER.

\*ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AT THE ABOVE LISTED COMPANY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USE OF SAID INFORMATION IS DEEMED TO CONTACT THE LOCAL AGENCY DIRECTLY.



PARCEL AREA SUMMARY:

PARCEL AREA: DON PEDRO MARINA

SQUARE FOOTAGE: 8,017,975 SQ.FT.  
ACRES: 183.01 AC

SURVEYOR'S CERTIFICATE

TO: MOCASIN PONTMARINA, L.L.C.  
FIRST AMERICAN TITLE INSURANCE COMPANY  
DMS CORP.

THIS IS TO CERTIFY THAT THE MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD SURVEY REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AND THE FIELD WORK WAS COMPLETED ON 11/27/2016.

MATT RUSSELL  
REGISTERED LAND SURVEYOR NO. 128810  
IN THE STATE OF CALIFORNIA  
DATE OF PLAN OR MAP: 08/29/2017

SURVEY PERFORMED BY:  
SLOOTEN CONSULTING, INC.  
4740 HORTHURST BLVD., SUITE 115  
SACRAMENTO, CA 95834  
(916)441-7870  
OFFICE@SLOOTEN.COM

NO.	REVISIONS	DATE



ALTA/NSPS LAND TITLE SURVEY  
LAKE DON PEDRO  
TUOLUMNE COUNTY, CALIFORNIA  
LAKE DON PEDRO MARINA

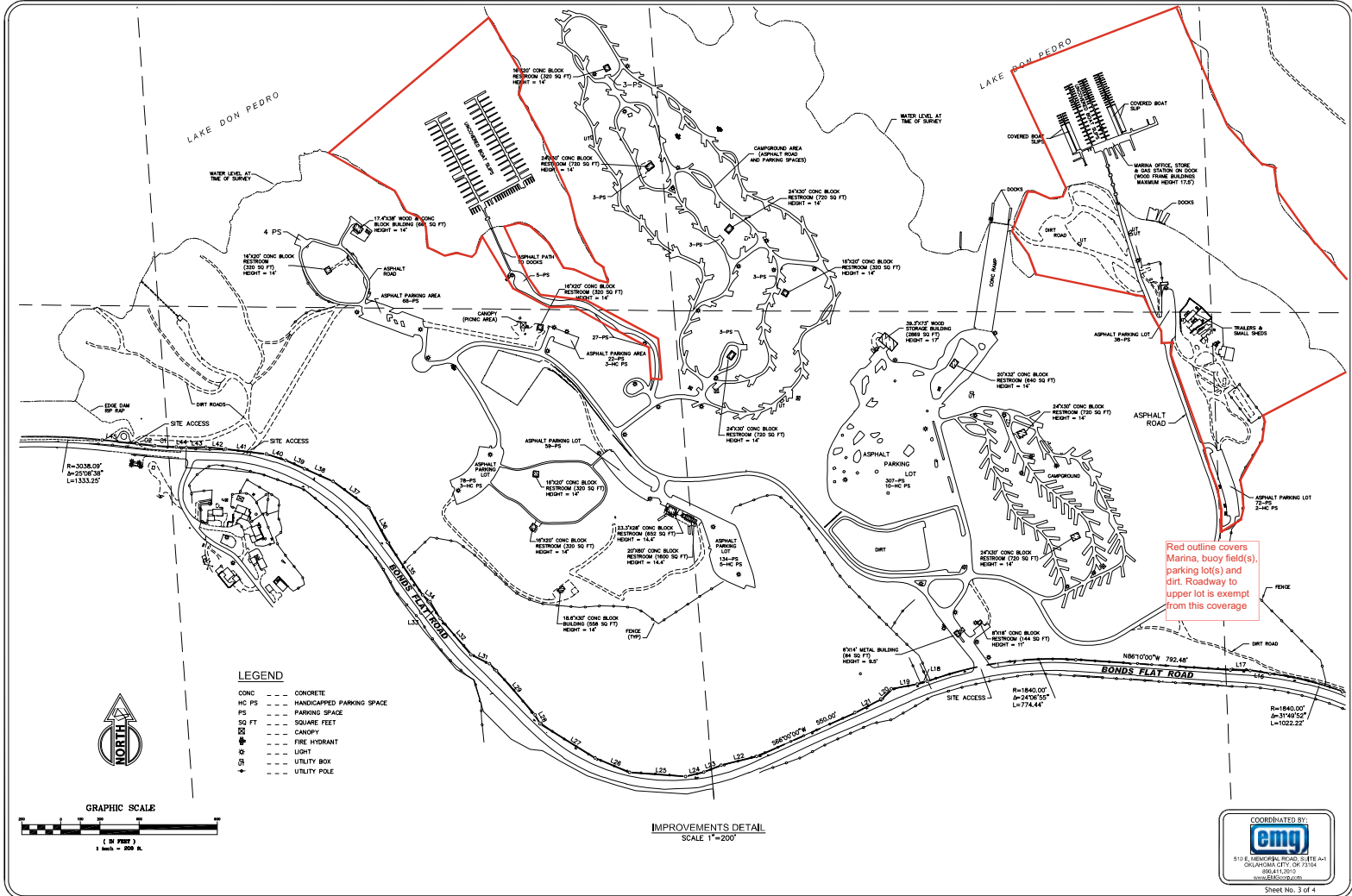


SURVEYING & ENGINEERING  
4740 HORTHURST BLVD., SUITE 115  
SACRAMENTO, CA 95834  
(916)441-7870  
(916)441-7872

DATE: 10/27/2016

Sheet No. 1 of 4









Attachment 3

CONFIRMATION OF EFFECTIVE DATE

\_\_\_\_\_, 20\_\_

Re: SECOND AMENDMENT TO CONCESSION LEASE AGREEMENT dated \_\_\_\_\_, 2025, between the Turlock Irrigation District and Modesto Irrigation District (collectively, the “Don Pedro Recreation Agency” or “Agency”) and Don Pedro SMI, LP, a Delaware limited partnership, and Don Pedro SMI Opco, LP, a Delaware limited partnership (collectively, “Concessionaire”). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Agency and Concessionaire agree as follows:

- 1. Effective Date.** The Effective Date as defined in the Second Amendment is \_\_\_\_\_, 2025.
- 2. Expiration Date.** The term (subject to any options to extend in the Lease) is scheduled to expire on \_\_\_\_\_, 20\_\_, which is the last day of the 30th year following the Effective Date.
- 3. Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Agency and Concessionaire and their respective successors and assigns.

**AGENCY:**

TURLOCK IRRIGATION DISTRICT

By:  
Name:  
Title:

MODESTO IRRIGATION DISTRICT

By:  
Name:  
Title:

**CONCESSIONAIRE:**

DON PEDRO SMI, LP,  
a Delaware limited partnership  
By: SMI CA PropCo Holding, LLC,  
a Delaware limited liability  
company, its general partner

By:  
Name:  
Title:

DON PEDRO SMI OPCO, LP,  
a Delaware limited partnership  
By: SMI CA OpCo Holding, LLC,  
a Delaware limited liability  
company, its general partner

By:  
Name:  
Title:

Attachment 4

Snack Shack Repairs Scope of Work

November 4, 2024

Lake Don Pedro Snack Shack

11500 Bonds Flats Road

LaGrange, CA 95329



Job Walk 10/31/24

BUDGET

LINE ITEM DESCRIPTION		
Sq. Ft.	658	
<b>Non-Work Stage/General Conditions</b>		
Building permit	By Owner	
Plan Check	By Owner	
Plans (Design Docs)	By Owner	
Plans (Construction Docs)	By Owner	
Interior Design	NA	
Health Dept plan review fees	TBD	
Title 24	NA	
Elect. Conn.	Existing	
Title 24 Commissioning	By Owner	
Temporary Portable Restroom	Existing	
Scaffold set up and breakdown	\$1,000.00	
Rentals(Scaffold, generators lifts, etc.)	\$600.00	
Course of Construction ins.	\$0.00	
Demo	\$2,880.00	Siding, griddle, fryer, Non working appliances, Swamp Cooler
Dump fees	\$1,800.00	
Interior Windows (glass only)	\$0.00	
Exterior Siding and Trim Labor Install	\$5,040.00	Install new concrete board and back siding over existing wood siding damaged by woodpeckers
Exterior Siding and Trim Material	\$3,500.00	
Roofing (L&M)	\$0.00	
Plumbing	\$315.00	Pick up and install new Faucet
Plumbing Fixtures	\$120.00	New Hand Sink Faucet
Water heater	\$0.00	
Electrical	\$500.00	Run power to new Minisplit system.
HVAC	\$7,500.00	New Mini Split system with Two-12000 BTU units
Exterior Doors	\$0.00	
Exterior Door Hardware	\$0.00	
Exterior Doors/Hdwr install labor	\$0.00	
Insulation-S/W/R	\$0.00	
Sheet Rock	\$0.00	
Interior Trim and Doors	\$0.00	
Interior Door Hdwr	\$0.00	
Int Door/Hdwr install labor	\$0.00	
Cabinets/Millwork	\$1,100.00	Repairs to existing cabinets as discuss with Brooke at job walk 10/31/24
Counter Tops-Laminate	\$5,920.00	74 sq. ft. \$80 a sq. ft.
Lighting Material	\$0.00	
Appliances	\$5,500.00	36" Griddle, Double Fryer
Appliances Install	\$1,350.00	
Double Refrigerator Motor Replacement	\$1,345.00	Remove and Install new cooling unit in existing double refrigerator.
Paint - Int	\$3,500.00	
Paint - Ext	\$3,200.00	
ADA signage	TBD	
Fiberglass Reinforced Plastic(FRP)	\$0.00	
Floor Covering Materials	\$900.00	New Epoxy Paint
Floor Covering Labor	\$2,000.00	Sand, prime and install new epoxy floor coating.
New floor grate	\$150.00	Custom Made.
Fire Extinguishers	TBD	
Final Clean	\$750.00	
Dump Fees	\$1,500.00	
Detailing/Warranty	Included	
LINE ITEM SUBTOTAL	\$50,470.00	
Supervision	\$2,523.50	
Overhead	\$7,570.50	
Contractor Fee	\$5,047.00	
<b>TOTAL COST</b>	<b>\$65,611.00</b>	

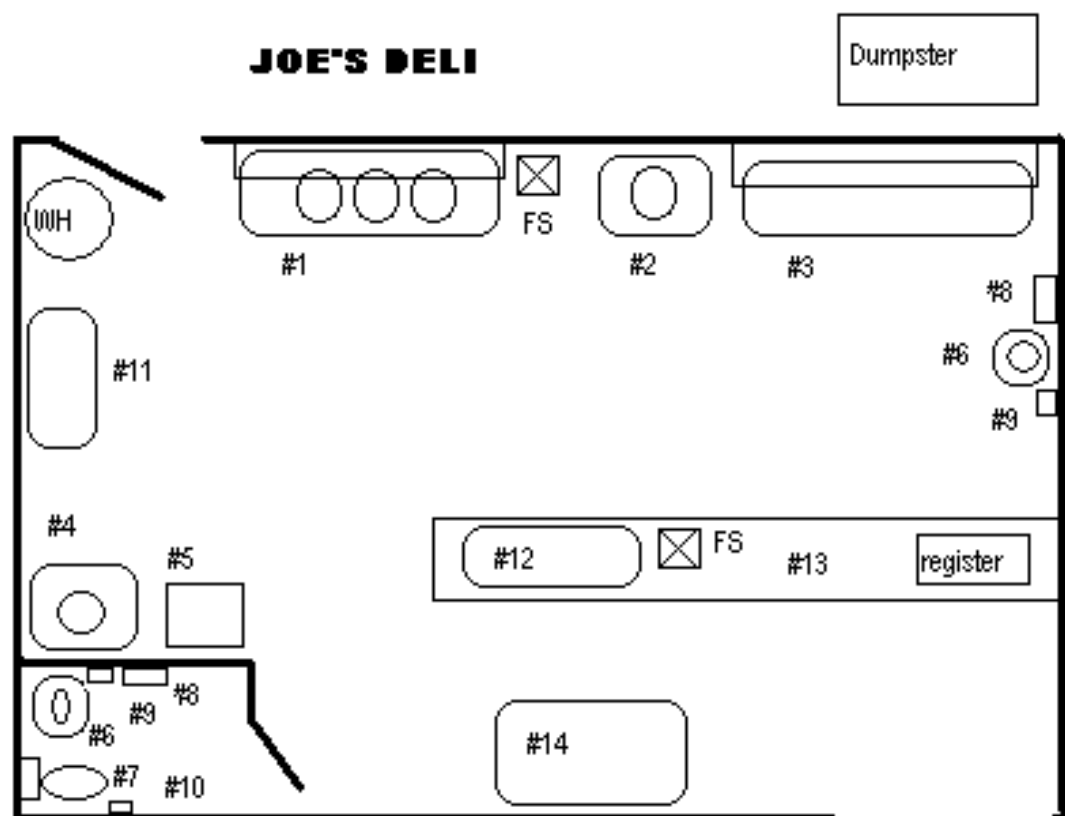
Attachment 5

Tuolumne County Environmental Health Division  
Food Facility Plan Check Guide

## Food Facility Plan Check Guide

(This is a sample only)

- #1 - 3-compartment sink  
h&c water  
indirect drain
- #2 - Prep sink  
h&c water  
indirect drain
- #3 - Deli refrigerator  
indirect drain
- #4 - mop sink  
h&c water  
(vacuum breaker faucet)
- #5 - chemical storage
- #6 - hand sink  
h&c water
- #7 - toilet
- #8 - paper towel dispenser
- #9 - soap dispenser
- #10 - toilet paper dispenser
- #11 - 2 door upright refrig.  
self-contained
- #12 - undercounter freezer  
indirect drain
- #13 - service counter
- #14 - upright 'Pepsi' refrig.  
self-contained



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# ENVIRONMENTAL HEALTH DIVISION

## PLAN CHECK GUIDE

### CONSTRUCTION REQUIREMENTS FOR RETAIL FOOD FACILITIES:

#### **OVERVIEW:**

This guide is based on requirements found in the California Retail Food Code (CRFC), Part 7 of the California Health and Safety Code. It is intended to serve as a general overview of the plan and construction requirements, and should not be considered all-inclusive. Please refer to the most current revision of CRFC for additional requirements and details. The most current revision of CRFC is under “Consumer Protection”, on our County website, [www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov). The website for The California Conference of Directors of Environmental Health, [www.ccdeh.com](http://www.ccdeh.com), also has guidelines which may be of value to you.

This guide only encompasses the health aspects of construction, and should not be construed to include requirements of other agencies involved, such as the local Planning and Zoning Divisions, the local Building and Safety Division, the local Fire Prevention Division, and the local Water District. Contact the appropriate local agencies involved to obtain any permits and/or to clarify other local codes.

#### **HOW LONG DOES THE PLAN REVIEW PROCESS TAKE?**

Within twenty (20) working days (CRFC – 114380), you will be sent a letter indicating that the plans are approved or rejected. If the plans are rejected, the letter will include details on what needs to be changed or submitted in order to obtain approval.

Before commencing construction, approvals must be obtained from this Division, the local Building Official, and any other applicable authorities. If any changes to the approved plans become necessary, revised plans shall be submitted for review and approval prior to construction.

It is a misdemeanor to construct or remodel a food facility without approval from your local Environmental Health Division (CRFC – 114380), as it is to operate a food facility without a permit (CRFC – 114387).

Food is defined as “a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum” (CRFC – 113781), and a food facility is “an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level...” **This definition includes giving food away free of charge.** Storage areas for food related utensils, equipment, and materials are also considered to be a food facility (CRFC – 113789) if these items are used by a food facility. The following are examples of food facilities: a school cafeteria (public and private), a bed and breakfast inn, a licensed healthcare facility serving food, a commissary, any type of mobile food facility, a temporary food facility, a farm stand (CRFC – 114375), a certified farmers’ market (CRFC – 114370), a vending machine which handles open food or potentially hazardous food, a restaurant, a deli, a grocery store, a bar, etc.

## **CONSTRUCTION PLAN APPROVAL PROCEDURE**

BEFORE YOU BEGIN CONSTRUCTING, ENLARGING, ALTERING OR CONVERTING ANY BUILDING FOR USE AS A FOOD FACILITY, PLEASE BE ADVISED OF THE FOLLOWING:

1. Submit two (2) complete sets of plans to ¼" scale, menu and list of food purveyors, and equipment specifications sheets to this Division. Plans to other agencies may be submitted at the same time. However, other agencies will not approve the plans until Environmental Health approves the plans.
2. Incomplete plans will slow down approval.
3. Once the plans are approved, it is your responsibility to contact our Division to schedule a 75% inspection, which is when flooring and plumbing are complete. A set of approved plans is to be kept on the jobsite until the facility obtains our Division's final approval. It is your responsibility to come to our office to obtain the approved plans. Our Division keeps the other set of approved plans.
4. A final inspection will be conducted once construction is complete. At this inspection, the facility is to be ready to open though no food is to be onsite. All refrigerators and hot hold units are to be running and holding temperature; all soap and paper towel dispensers are to be full; hot and cold water are to be available; pass through windows are to function, etc. If the facility is not ready (e.g., a piece of equipment is not holding temperature), an additional inspection will have to be conducted at our current hourly fee.
5. Any revisions to the original approved plans, including a change in equipment, shall be submitted to this Division for approval prior to the change being done. This may also incur an additional fee if the changes were not required by our Division.
6. Once the facility is approved by this Division, other agencies then approve the facility. When all agencies have approved the facility, an Environmental Health Permit to Operate a Food Facility will be issued once a permit application is submitted with the permit fee.

**Do NOT alter a food facility without approval from this Division.**

**Do NOT construct a food facility without approval from this Division.**

**Do NOT sell or give away food to the public without approval from this Division.**

**Do NOT install new equipment without approval from this Division.**

## **CONSTRUCTION PLAN SUBMITTAL REQUIREMENTS**

Plans shall be easily readable, drawn to ¼" scale, and shall include:

1. Complete floor plan with plumbing, electrical, lighting and equipment details. Demolition plans may be required for the proposed remodel of an existing facility.
2. Type of comfort cooling in the building, e.g. "building is cooled by refrigerated air conditioning," or "evaporative cooling," and locations of vents and restroom exhaust fans. (Note: The corresponding Building Official, not this Division, reviews the complete mechanical exhaust system and make up air).
3. Finish schedule for floors, walls, and ceilings that indicate the type of material, the surface finish, and the type and dimensions of coved base at the floor-wall juncture.
4. A site plan including proposed waste storage receptacle location. If applicable, this is to include location of common use restrooms, janitorial facilities, and the On-site Management office.
5. Equipment manufacturer's specification sheets.
6. Copy of the proposed menu and list of food purveyors.
7. Source of potable water and method of sewage disposal.

## **CONSTRUCTION REQUIREMENTS**

The plans shall show and specify the following in detail:

1. **FULL ENCLOSURE:** (CRFC – 114266)
  - Each permanent food facility shall be fully enclosed in a building consisting of permanent floors, walls, and an overhead structure that meet the minimum standards as prescribed by this document.
  - Remote storage rooms that do not open into the food facility are therefore not approved.
  - Doors to the outside are to be self-closing, open out, and close with gaps not to exceed 1/8" in order to exclude insects.
  - Refer to sections titled "Windows" and "Doors" for more information.
2. **FLOORS:** (CRFC – 114268) Refer to "Accepted Flooring Materials for Food Facilities"
  - Areas in a food facility requiring approved flooring are all areas in which food is prepared, prepackaged, or stored, where any utensil is washed, where refuse or garbage is stored, where janitorial facilities are located, in all toilet and hand washing areas, except with respect to areas relating to guestroom accommodations and the private accommodations of owners and operators in restricted food service facilities\*, shall be smooth and of durable construction and nonabsorbent material that is easily cleanable. \* Commonly referred to as a "bed and breakfast inn".
  - At least 3 feet of approved flooring is required around buffets, salad bars, drink stations, etc. in dining areas.
3. **COVINGS:** (CRFC – 114268)
  - Coving is the floor material found at the base of the walls (wall/floor junctures) and equipment toe-kicks. Toe-kicks include the bases of counters, cabinets, salad bars, and other floor mounted equipment (including floor-mounted mop sinks) that is not placed on approved legs or casters.
  - The floor material must extend at least 4 inches with a minimum 3/8-inch radius at the wall/floor junctures.

- Areas that requires coving: food preparation, storage, handling, and packaging areas, utensil washing and storage areas, interior waste disposal areas (garbage, refuse, grease), restrooms, hand washing areas, janitorial facilities, walk-in refrigerator and freezer units (inside and outside), bars (employee side), customer self-serve area (salad bars, buffets, and beverage stations), service stations.
- Integral coving is not required in areas used exclusively for dining, point-of-sales, or the storage of utensils or foods contained in the original un-opened containers.

4. **FLOOR DRAINS:** (CRFC – 114269)

- Floor drains shall be installed in floors that are water-flushed for cleaning and in areas where pressure spray methods for cleaning equipment are used.
- Floor surfaces in these areas shall be sloped 1:50 toward the floor drains.
- Other agencies may also require floor drains, even in areas where floors are not water-flushed or where equipment is not pressure sprayed for cleaning.
- Please refer to section 15. Installation of Equipment, subsection Walk-In Refrigeration regarding trench drain requirements for diamond plate flooring.

5. **WALLS & CEILINGS:** (CRFC – 114271)

- Walls and ceilings shall be of a durable, smooth, non-absorbent, easily cleanable surface except: dining rooms, locker rooms, restrooms used only by consumers, offices, rooms holding only unopened foods or unopened utensils, and alcohol bar walls not adjacent to sinks or food preparation, are to be approved by this Division.
  - Though exempt from explicit approval, restrooms used by consumers and afore-mentioned storage rooms are to have walls and ceilings which are durable and cleanable.
- Acceptable wall and ceiling finishes include the following:
  - Gloss, semi-gloss, or epoxy paint
  - Fiberglass reinforced paneling (FRP)
  - Marlite paneling
  - Ceramic or porcelain tile
  - Steel
  - Clear acrylic panels (such as to allow original rock walls in older buildings to remain visible).
- Conduits of all types shall be installed within walls as practicable. When otherwise installed, they shall be mounted or enclosed as to facilitate cleaning (e.g., between 1/2-inch to 2 inches from the wall, and 6 inches above the floor surface)
- Paneling is not to be installed in walk-in refrigeration units with wood walls, or behind dishwashers or sinks, except for janitorial sinks.
- Ceilings requiring approval are not to have any beams which can accumulate dust. Acoustical ceiling tiles are to be installed at least 6 feet above the floor, and not have perforations which go through the panel.
- No ceiling fans, or equipment or ornamentation which can accumulate dust is to be on ceilings or walls requiring approval.

6. **LIGHTING:** (CRFC – 114252, 114252.1)

- In every room and area in which food is prepared, manufactured, processed or prepackaged, or in which utensils are cleaned, sufficient natural or artificial lighting shall be provided to produce the following light intensity while the area is in use:
  - At least 10-foot candles at a distance of 30 inches above the floor in walk-in refrigeration units and dry food storage areas.
  - At least 20-foot candles at a distance 30 inches above the floor where food is provided for customer self-service; where fresh produce or prepackaged foods are sold or offered for consumption; inside equipment such as reach-in and under-counter refrigerators; hand washing areas; ware washing areas; equipment and utensil storage areas; and in toilet rooms.

- At least 50-foot candles at surfaces where a food employee is working with food or with utensils, equipment such as knives, slicers, grinders, or saws where employee safety is a factor; and in other rooms during periods of cleaning.
- Light bulbs shall be shielded, coated, or otherwise shatter-resistant in areas where there are non-prepackaged ready-to-eat foods, clean equipment, utensils and linens, or unwrapped single-use articles.

7. **VENTILATION and EXHAUST:** (CRFC – 114149-114149.3)

- Fume hoods are sized and required by the corresponding Building Official and Fire Prevention Division. They will ensure proper ventilation throughout the entire facility.
- Mechanical exhaust ventilation equipment shall be provided over all cooking equipment as required to effectively remove cooking odors, smoke, steam, grease, heat, and vapors. All mechanical exhaust ventilation equipment shall be installed and maintained in accordance with the California Mechanical Code, except that for units subject to Part 2 (commencing with Section 18000) of Division 13, an alternative code adopted pursuant to Section 18028 shall govern the construction standards
  - Cooking equipment which is fume hood exempt may be required to have a hood if a facility has more than three such pieces of equipment. Fume hood exempt equipment includes bread proofers, steam tables used only for hot holding, electric rice cookers, and electric convection ovens with less than 220v.
  - Fume hoods will be required for open flames and for certain equipment which generates oil/grease, and for ware washing machines which are not “hoodless, meaning that they condense steam through the use of cold water.
- Makeup air is to equal air mechanically exhausted.
- Restrooms are to have a light-switch-activated exhaust fan, an air shaft, or a screened window which can open, and has a sixteen (16) mesh per square inch screen. Venting is to be to the outside.

**TEMPERATURE CONTROL:**

- Ambient temperature of the facility shall be controlled to maintain employee comfort, to maintain refrigeration units functioning properly, and to maintain canned and jarred foods.
- Please note that commercial refrigerators are often rated to work in maximum ambient temperatures of 84°F, and the FDA states that canned and jarred foods are best kept at or below 85°F, but above freezing. A statement regarding how ambient temperature will be controlled is required, and the locations of vents is to be shown on the plans.

8. **WINDOWS:** (CRFC – 114259-114259.2)

- To prevent the entry of flies, dust, and other undesirable conditions into the food facility, all openable windows located anywhere in the facility opening to the outside are required to be screened.
  - All windows which can open to the outside shall be provided with approved screening not less than sixteen (16) mesh per square inch set-in tight-fitting frames.
- **Pass through window service openings:**
  - Service openings without an air curtain shall be limited to two hundred-sixteen (216) square inches each.
  - Each opening shall be provided with a solid or screened window, equipped with a self-closing device.
  - Screening shall be at least sixteen (16) mesh per square inch. Pass through windows up to four hundred thirty-two (432) square inches are approved if equipped with an air curtain device.
    - The air curtain shall produce an airflow of not less than eight (8) inches thick at the discharge opening, and not less than six hundred (600) feet per minute across the entire opening, as measured three (3) feet below the air curtain.

- The window openings must be closed when not in use, and the air curtain shall turn on automatically when the window or screen is opened.
- The minimum distance between any pass-through windows shall not be less than eighteen (18) inches.
- Food facilities with walk-up windows, rather than drive-up windows which have a speaker system, should consider having a screened window to speak to customers so that the window is open only while food and payment are exchanged.

9. **DOORS:** (CRFC – 114259, 114259.1)

- All food facilities must be constructed and equipped to prevent the entrance and harborage of animals, birds, and vermin including, but not limited to rodents and insects.
- All entrances leading to the outside shall be tight fitting, open outward and be self-closing to effectively prevent the entrance of insects and rodents.
  - These include 16 mesh or better screen doors, and shall be self-closing, tight-fitting with gaps no greater than one-eighth inch (1/8”), vermin proof, and open out. Air curtains may be used as auxiliary fly control but are **not** adequate substitute devices to permit a door to remain open
- Delivery doors leading to the outside shall open outward, be self-closing and be equipped with an air curtain.
- For delivery doors that are four feet in width or less, the air curtain must produce an airflow not less than eight inches thick at the nozzle and with an air velocity of not less than 750 feet per minute across the entire opening, as measured at a point three feet above the floor.
- For delivery doors wider than four (4) feet, the air curtain must produce an airflow not less than eight (8) inches thick at the nozzle and with an air velocity of not less than 1600 feet per minute across the entire opening, as measured at a point three feet above the floor.
- Large cargo-type doors shall not open directly into the food preparation or utensil washing area, and like all doors to the outside, are not to have any gaps greater than 1/8”. Cargo-type doors that open into any food warehouse or food facility may only be open during deliveries.

10. **VERMIN CONTROL:**

- In addition to the window and door requirements listed above, some facilities, because of their location, need additional fly control.
- Fly control can be accomplished by the use of a fly light with a pheromone. These lights enclose and adhere the fly, and the adhesive board is discarded and replaced. These lights are mounted to have a clear drop to the floor.
- A pest control professional can best assist in determining where to place these lights. The placement of electrical outlets for these lights has to be taken into account during the plan’s submittal process.
- Alternative vermin control methods may be approved.

11. **EXTERIOR VENTS and CONDUITS:** (CRFC – 114271)

- Gaps around conduits leading to the outside, or other such openings, shall be tightly sealed.
- This requirement is intended to facilitate cleaning and eliminate vermin harborage.
- Spaces around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The closure shall be smooth and easily cleanable.

12. **GARBAGE AREA:** (CRFC – 114244, 114245-114245.5)

- Each food facility shall be provided with facilities and equipment necessary to store or dispose of all waste material.
- If provided, an outdoor storage area or enclosure used for refuse and recyclables, shall be constructed of nonabsorbent material such as concrete or asphalt and shall be easily cleanable, durable, and sloped to drain. Because spilled fryer oil digests asphalt, bins for used oil require a concrete pad.

- Check with local Zoning and Planning Division determine if an outdoor area may be use.
  - If an outdoor area is not available or not approved by the local Zoning and Planning Division, then an indoor area is to be designated away from food and food contact surfaces. This indoor area is to have approved flooring with coving, walls, and ceilings.
- A restroom or employee storage area may not be used for waste.

13. **TOILET FACILITIES:** (CRFC – 114250, 114276)

- Clean toilet rooms in good repair shall be provided and conveniently located and accessible for use by employees during all hours of operation.
  - In food facilities constructed on or after January 1, 2004, at least one public accessible restroom must be provided when there is on-site consumption of food or beverages.
- Public toilet facilities are also required for food facilities larger than 20,000 square feet.
- Toilet facilities shall be part of the building within the food facility.
- Each permanent food facility shall be provided with toilet rooms for employees. The number of toilet and handicapped facilities required shall be determined by the local Building Official. Toilet rooms shall have well-fitted, self-closing doors, and shall not open into areas of food or utensil handling or storage.
- Toilet tissue shall be provided in a permanently installed dispenser at each toilet.
- Toilet facilities are to have handwashing facilities, in good repair.
- Separate toilet facilities for men and women shall be provided for customers, guests, or invitees, when the food facility was constructed after July 1, 1984, and has more than 20,000 square feet of floor space (CRFC – 114276).
- Food facilities constructed **before January 1, 2004, in continuous operation since January 1, 2004**, which provide space for the consumption of food on the premises, shall provide toilet facilities for customers, guests or invitees, or prominently post a sign within the food facility in a public area stating that toilet facilities are not provided. These facilities, if provided, shall be located where customers, guests, and invitees do not pass through food preparation, food storage, or utensil washing areas to reach the toilet facilities. (CRFC – Chapter 9, Article 2).
- Signs directing employees to wash their hands after using toilet facilities must be conspicuously posted.

14. **EMPLOYEE STORAGE AREAS:** (CRFC – 114256, 114256.1)

- An area for employees to eat, drink, and store personal belongings is required.
- This area shall not be where contamination of food, equipment, utensils, linens, and single-use articles can occur.
- Employee storage may consist of shelves, coat hooks, and/or lockers.
- Dressing rooms or dressing areas shall be provided and used by employees if the employees regularly change their clothes in the facility.
- Because aprons are to be removed when entering the restroom or stepping outside, hooks are strongly recommended in these areas to encourage compliance. Facilities with more than 10 employees per shift are required to have at least a 20 square foot employee storage room, and 2 square feet for each additional employee.

15. **FIRST AID SUPPLIES:** (CRFC – 114256.5)

- These are to be stored in a kit or a container that is located to prevent the contamination of food and food related items, and are to have a legible manufacturer's label.

16. **EQUIPMENT STANDARDS:** (CRFC – 114130, 114130.1)

- All equipment shall be designed and constructed to be durable and to retain its characteristic qualities under normal use conditions.
- All new and replacement food- related and utensil-related equipment shall be certified or classified for sanitation by an American National Standards Institute (ANSI) accredited certification program.

- In the absence of an applicable sanitation certification, unique or special equipment may be evaluated for approval by this Division.
- All materials that are used in the construction of utensils and food contact surfaces of equipment shall not allow the migration of deleterious substances or impart colors, odors, or tastes to food, and under normal use conditions shall be safe, durable, corrosion-resistant, nonabsorbent, sufficient in weight and thickness to withstand repeated washing, finished to have a smooth, easily cleanable surface, and resistant to pitting, chipping, crazing, scratching, scoring, distortion and decomposition.
- All floor mounted equipment shall be placed on minimum six (6) inch high, metal legs or completely sealed in position on a four (4) inch high continuously-coved base or concrete curb, or on approved casters or cantilevered from the wall in an approved manner.
- Counter top equipment shall be sealed to the countertop or elevated on four (4) inch high round metal legs unless equipment can be readily movable by an employee for cleaning.

17. **SINKS:** (CRFC – 113952, 113953-113953.5, 114192, 114192.1, 1142520, 114250.1, Chapter 7, Articles 1 and 2, 114163, 114099, 114103, 114101, 114103, 114279, 114281, 114282)

- Food facilities which handle only pre-packaged foods (sold to the customer without ever having been opened by the food facility staff), both potentially hazardous and non-potentially hazardous, are required to provide only hand washing sinks for toilet facilities, as outlined below. All other food facilities are required to provide hand sinks in addition to all other sinks as prescribed below.
- All sinks are to be able to provide hot (at least 120°F, at a constant pressure for at least 15 seconds) and cold (not tempered) running water to each compartment, with the exception of hand sinks as described below.
- Except for hand sinks and janitorial sinks, all sinks in a food facility are to drain into a floor sink through a one-inch air gap
- Except for hand sinks in customer restrooms, sinks are not to be set into counters.
  - Stainless steel sinks may be integral with stainless steel counters.
  - Sinks are to be secured and sealed to a wall.
  - The gap between the wall and the sink is not to exceed one millimeter.
  - Handwashing sinks shall be separated from the ware washing sink by a metal splashguard with a height of at least six inches that extends from the back edge of the drainboard to the front edge of the drainboard, the corners of the barrier to be rounded. No splashguard is required if the distance between the sinks are 24 inches or more.
  - Janitorial sinks (described below) are to have a minimum 6-foot high partition when located in a room where contamination of food, linens, or utensils may occur.
  - As all equipment, all sinks, except for hand sinks in restrooms used by customers, are to meet ANSI standards or be ANSI approved.

**Hand Washing Sinks:**

- Food facilities constructed or extensively remodeled after January 1, 1996, which handle non-prepackaged food, shall provide facilities exclusively for hand washing in the food preparation areas and in ware washing areas which are not located within or immediately adjacent to food preparation areas.
- Hand washing sinks are to be provided for toilet facilities, as prescribed under section 11, titled "Toilet Facilities", of this document.
- Hand washing facilities shall be sufficient in number and conveniently located, maintained clean, unobstructed and accessible at all times for use by food employees.
- Hand washing sinks are to be used exclusively for hand washing.
- Hand washing sinks shall have water provided from a combination or premixing faucet which supplies pressurized warm water for a minimum of fifteen (15) seconds while both hands are free for washing. Combination faucets are to provide cold and hot (at least 120°F) water, while premixing faucets are to be set to deliver warm (100°F to 108°F) water.



- Hand washing facilities shall be provided with hand washing cleanser in a pump dispenser, and sanitary single-use towels in an enclosed dispenser or a heated-air hand drying device.
- A sign or poster that notifies food employees to wash their hands shall be posted at all times at all hand lavatories used by food employees and shall be clearly visible to food employees.
- A separate, approved hand sink must be installed within each section of a food facility that handles unpackaged food (i.e. deli, meat, sushi bars, etc.)

#### **Food Preparation Sink:**

- Food facilities are required to have a separate stainless steel sink for washing, rinsing, soaking, thawing, or similar preparation of foods, if applicable, and this sink shall be located within the food preparation area.
- The sink tub dimensions shall be at least 18" x 18" by 12" deep. An 18" x 18" integral drain board is to be provided. An adjacent work table of similar dimensions may be substituted for the drain board.
- Food preparation sink is to be situated in a manner protected from potential sources of cross-contamination

#### **Manual Ware Washing Sink:**

- All food facilities in which food is prepared or in which multi-service utensils or equipment are used shall provide a three-compartment ware washing sink with two integral metal drain boards.
- The tub compartments shall be large enough to accommodate immersion of the largest piece of equipment and utensils.
- A sprayer may be provided in addition to or in place of a faucet.
- The manual ware washing sink shall be easily accessible and conveniently located to the food preparation area.
- Sinks requiring drain boards and ware washing machines with drain boards are to have the drain boards installed sloped to drain toward the sink or ware washing machine. Drain boards and adjacent racks or tables for air drying sanitized utensils or holding soiled utensils are to be adequate in size to accommodate the accumulation of utensils that will occur during peak demand.

#### **Bar Sink (Ware Washing):**

- A three-compartment bar sink with two integral metal drain boards shall be provided in bars, and are to be large enough to accommodate the largest utensil washed.
- This sink is to be installed in the same manner as prescribed above for a manual ware washing sink.
- A dishwasher may be installed at a bar in place of this three-compartment sink if the facility has a three-compartment sink elsewhere, such as in the kitchen.
- A bar sink is required not only at stand-alone bars, but at bars within a food facility if there is seating at the bar.

#### **Sprayer Sinks:**

- These are the only sinks which may have a garbage disposal attached.
- These sinks are installed as the first step in utensil washing and are installed at the entry point to a ware washing machine or before a drain board (not in the drain board) into the first compartment of a three-compartment sink. These sinks have a high-pressure nozzle on a hose
- When installed at the entry point to a ware washing machine, these sinks may be provided with metal bars over the sink compartment so that the ware washing machine racks rest on these bars while the utensils in the rack are rinsed before going into the ware washing machine.

#### **Ware Washing Machines:**

- All automatic ware washers (dishwashers and glass washers) must be commercial units that are certified for sanitation by an ANSI accredited certification program and must drain to a floor sink or

other approved method. Mechanical ware washing shall be accomplished by using an approved machine installed and operated in accordance with the manufacturer's specifications

- All spray dishwashers and glass washers which are designed for a hot water sanitizing shall be provided with a booster heater that meets sanitation standards by being cycled through equipment that is used in accordance with the manufacturer's specifications and achieving a utensil surface temperature of 160°F as measured by an irreversible registering temperature indicator.
- Ware washing machines are to have a passive hood or be "hoodless."
- The ware washer must also be provided with thermometers and pressure gauges to indicate the proper water flow pressures and temperatures.
- Sanitizing agents shall be provided with the appropriate testing methods such as color test strips.
- Ware washing machines shall have two integral drain boards that are of adequate size and construction to each accommodate at least one ware washing tray or be installed adjacent to a three-compartment sink so that this sink's drain boards can act as the ware washing machine's drain boards.
- **Installation of a mechanical ware washing machine does not eliminate the requirement for a three-compartment sink.**

#### **Rinse/Work Sink:**

- A single compartment rinse/work sink may be provided in service areas where blenders or similar equipment are rinsed, and the three-compartment sink is not located within the area.
- NOTE: A Rinse/work sink will not be a substitute for the requirement of a three-compartment sink.
- A rinse/work sink is not required, but if installed is to drain indirectly, and is not to be used as a dump sink (Please see below).

#### **Dump Sink:**

- A single compartment dump sink is generally installed in bars (coffee bars, smoothie bars, and alcohol bars) for the emptying of the contents of used pitchers and glasses.
- A dump sink differs from a rinse/work sink in that an assumption can be made that the beverage being disposed of has been handled by customers.
- A funnel with a tube leading to a floor sink may also be used for this purpose. A dump sink is not required, but if installed is to drain indirectly, and is not to be used as a rinse/work sink.

#### **Janitorial Sink:**

- Food facilities must provide a janitorial sink for general cleaning purposes and the disposal of mop bucket and other cleaning waste.
  - A one-compartment, wall-mounted janitorial sink or a floor mounted janitorial sink, or a curbed area (properly sloped to a drain) with an effective height of no more than thirty (30) inches, that has hot and cold running water through a mixing faucet, with an approved backflow-prevention device, shall be installed for general cleanup activities.
  - A slab, basin, or curbed cleaning facility constructed of concrete or equivalent material
  - A janitorial sink shall be located within the building, in a separate janitorial room or separated from the rest of the food facility by a solid-wall partition. The partition must be a minimum six feet high, durable, smooth and an easily cleanable surface.
  - A room, area, or cabinet separated from any food preparation, utensil washing, or food or utensil storage area shall be provided for the storage of cleaning equipment and supplies.
- In choosing one of the above types of janitorial sinks, it is important to keep in mind that floor mats washed onsite have to be washed in a janitorial sink, and may not be washed so that wastewater flows out onto the ground or into a storm drain.
- Mops are to be allowed to air dry without staining walls or affecting equipment or supplies.
- Janitorial facilities shall not be required within each food facility if the following conditions are met:
  - Approved common use, readily available janitorial facilities are located within 100 feet and on the same level as each food facility

- The On-site Management office is staffed with personnel responsible for the maintenance of the designated common use janitorial facilities
- Prior approval is obtained from this Division
- Approved common use janitorial facilities are not located in an area that is accessible through another business

**Floor Sinks and Troughs:**

- Floor sinks are to be installed where they are visible and readily accessible.
- In no instance is an overflow to go unnoticed or soil the floor in an area where it cannot be reached for cleaning.
- Floor sinks are to be partitioned off so that an overflow from the floor sink does not spill under a counter or refrigerator which cannot be readily moved for cleaning.
- This partition is to be made of a nonabsorbent material and be sealed to the floor to preclude the flow of liquid under the equipment or counter.
- A mop sink may act as a floor sink for walk-in refrigeration units and ice machines only.
- A walk-in refrigeration unit may drain onto the ground provided that puddling is prevented through the use of gravel, and there is no risk of freezing a walkway.
- The condensate line's point of discharge is to be screened with 16 mesh.
- No outdoor draining will be allowed in instances where it is determined that the liquid being drained may contact a body of water or any waterway.
- Elevated floor sinks will be considered, as will horizontal air gaps.
- A trough may be required outside of walk-in refrigeration units which have a non-skid floor, such as diamond plate, and in front of tilting soup kettles to facilitate cleaning water disposal.

18. **FOOD and UTENSIL PROTECTION:** (CRFC – 113980, 113990, 114117, 114060, 114065, 114167, 114171, 114077)

- Except for nuts in the shell and whole raw fruits and vegetables that are intended for hulling, peeling, or washing by the consumer before consumption, food and utensils (including cups) on display shall be protected from contamination by the use of packaging, counter, service line, dispensers, or sneeze guards that intercept a direct line between the customers' mouth and the food and utensils being displayed.
- Food displayed for customer self-service must be protected from contamination by the installation of a food shield (sneeze guard) or through other effective means.
  - Approved self-service containers are required to have tight-fitting individual lids.
  - Disposable beverage cups, straws or utensils on display for public self-service must be stored for use in sanitary dispensers.
  - The beverage and ice dispensing mechanism are to avoid contact with the beverage or ice once these are dispensed, and with the lip contact surface of the cup.
  - Self-service non-potentially hazardous beverage and ice enclosed dispensers may be on the outside of a food facility if contiguous with the facility, completely under overhead protection, and may be fully enclosed to be vermin proof when not in operation.
- Condiments shall be protected from contamination by kept in dispensers that are designed to provide protection, protected food displays provided with the proper utensils, original containers designed for dispensing, or individual packages or portions.
- Beverage tubing and cold-plate beverage cooling devices shall not be installed in contact with stored ice intended to be used for food or beverages.
  - This section shall not apply to cold plates that are constructed integrally with an ice storage bin.
  - Liquid waste drain lines shall not pass through an ice machine or ice storage bin.
- Ice used to cool exterior surfaces, such as cans, bottles, produce, prepackaged foods, or fish, shall not be used in a beverage or in any other food or in contact with utensils to be used with food without first being washed, rinsed, sanitized, and fully air dried.

19. **INSTALLATION OF EQUIPMENT:** (CRFC – 114153, 114169)

- Equipment for cooling and heating food, and for holding cold and hot food shall be sufficient in number and capacity to ensure proper food temperature control during transportation and operation.
  - More than one refrigeration unit, on separate condensers, is strongly recommended, as a facility having only one refrigeration unit will be forced to close and dispose of all foods requiring refrigeration if that unit fails.
  - Facilities which cool foods cooked on site will be required to have more than one refrigeration unit.
- All equipment is to be installed in such a way that it allows for cleaning.
- Equipment that is fixed because it is not easily movable shall be installed so that it is:
  - Spaced to allow access for cleaning along the sides, behind, and above the equipment
  - Spaced from adjoining equipment, walls, and ceilings a distance of not more than one (1) millimeter or on thirty-second (1/32) inch.
  - Sealed to adjoining equipment or walls, if the equipment is exposed to spillage or seepage.
- Floor Mounted:
  - All equipment shall be easily movable (e.g., on 4" casters), elevated on rounded legs that provide at least a six-inch (6") clearance between the floor and the equipment, or sealed to a minimum four inch (4") solid masonry island with minimum three-eighths inch (3/8") coved radius.
  - If on an island, it shall overhang the base at least two inches (2"), but not more than the height of the island.
    - Sealing to the floor is acceptable only if no other means are available.
    - Sealing may be done if no gaps between the equipment and the floor exceed one (1) millimeter.
    - Floor tile grout lines may produce larger gaps.
  - Floor-mounted equipment that is not easily moveable shall be sealed to the floor or elevated on legs that provide at least a six-inch (6") clearance between the floor and the equipment.
- Table Mounted:
  - Table-mounted equipment that is not easily movable (i.e., exceeds eighty (80) pounds or three (3) feet in any direction, does not have a utility connection which easily disconnects or is flexible and long enough to allow for cleaning) shall be installed to allow cleaning of the equipment and areas underneath and around the equipment by being sealed to the table or elevated on legs that provide at least a four-inch (4") clearance between the table and the equipment.
  - Gaps and spaces between equipment base and top of islands shall be sealed with a non-hardening silicone sealant.
- All equipment flashings and backsplashes are to be adequately sealed to the wall and to abutting equipment or moved away from the wall and each other at least six inches (6") for every four (4) linear feet of equipment frontal length.
- Soldering, welding, approved sealants, or "T" cap molding may be used to meet the requirement of sealing equipment which is exposed to spillage.

20. **REFRIGERATION:** (CRFC – 113885, 114130, 114193)

- Refrigerator and freezer units must be adequate in size to accommodate the storage needs and the proposed operation of the food facility. These needs should take into account the cooling and thawing process of potentially hazardous foods, and catering capacity, where applicable. An excess of capacity is recommended, as it is sometimes difficult to predict the long-term storage needs of a food business.
- Refrigerator and freezer units shall comply with the following requirements:
  - ANSI (American National Standards Institute) Certified for sanitation. Domestic household model refrigeration units will not be accepted.

- Be provided with an accurate, readily visible thermometer.
- Have shelving that is nonabsorbent and easily cleanable (wood not accepted).
- Have smooth, nonabsorbent and easily cleanable surfaces. All joints must be sealed.
- Condensate waste must drain to an approved evaporator or a floor sink with at least a one-inch air gap.
- Be located inside an approved area of the building.
- Refrigeration units may not open into the customer area or directly outside, with the exception of customer self-serve prepackaged refrigeration units.
- Walk-in refrigeration units shall comply with the following requirements:
  - Have an integrally coved base with a radius of at least 3/8 inch at the floor/wall juncture (both inside and outside the unit); the floor material shall extend up to a height of at least four inches on the walls. Four (4) inch approved metal topset coving with a minimum 3/8-inch radius is acceptable against metal wall surfaces. (Wood is not an acceptable interior finish).
  - Have shelving that is at least six inches off the floor with smooth, round, metal legs or be cantilevered, suspended directly from the wall, for ease of cleaning. Wood shelving is not acceptable. Shelving shall be noncorrosive and designed to allow for optimum flow of refrigerated air. Small, easily movable, casted dollies may be used in place of a lower shelf.
  - Have condensate waste drain to a floor sink via an air gap. Floor sinks, floor drains or trench drains are not permitted inside the walk-in refrigeration units.
  - Walk-in refrigeration units shall open into an area with approved finishes within the facility.
  - Be flashed or sealed to walls and/or ceiling as needed to prevent rodent and vermin harborage.
  - Diamond plated flooring is not acceptable unless a trench drain is provided just outside the walk-in refrigeration door, the walk-in floor slopes 1:50 towards the trench drain, and a power wash spray method of cleaning is provided.
  - Plumbing waste receptors, including floor drains, floor sinks, and evaporators are to be located outside of refrigeration units.

21. **STORAGE:** (CRFC – 114047)

- Adequate and suitable space shall be provided for the storage of food.
- Twenty-five percent (25%) of the food preparation area footprint or one (1) square foot per customer seat, whichever is greater, containing at least ninety-six (96) lineal feet of approved shelving for each 100 square feet of required storage area is considered adequate (excluding refrigeration).
- Shelving is to be at least eighteen (18) inches deep.
- Bars serving only alcohol are to have at least seventy-four (74) lineal feet of eighteen (18) inch deep shelving per 100 square feet of required storage area.
- When using racks as shelving, the racks are to have round legs with end caps, have four (4) inch casters or have a six (6) inch clearance, and be smooth and easily cleanable.
  - Racks not on casters are to be placed at least one (1) inch away from the wall.
  - All such shelving is to be ANSI approved.
  - Crates do not provide a six (6) inch clearance, are not easily cleanable, and are not acceptable shelving.
- When using wall mounted or recessed/built in shelving, which are often made of wood, these are to be made smooth and impervious to water through the use of paint or a wood seal such as polyurethane. The back of each shelf is to be sealed to the wall. The lowest shelf is to be no less than six (6) inches above the floor.
- If pallets are to be used, pallet jacks or forklifts should be available for ease of movement.
- Shelving may not be covered with liner or FRP to be made smooth and easily cleanable. Shelving may not be particle board or wafer board, even when sealed.

22. **WALKWAYS:**

- No conduits (electric cords, liquid discharge lines, etc.) are to cross a walkway.
- The corresponding Building Official will determine the width of the walkway, but a minimum of thirty-six (36) inches is currently required by the County of Tuolumne Building and Safety Division.

23. **ELECTRICAL SUPPLY:** (CRFC – 114182)

- Electrical power shall be supplied at all times to operate the approved exhaust, lighting, electric water heaters and refrigeration units, and any other accessories and appliances that may be installed in a food facility

24. **WATER SUPPLY:** (CRFC – 114192)

- An adequate, protected, pressurized, potable supply of hot water at least 120°F measured from the faucet, and cold running water shall be provided from an approved source.
- The potable water supply shall be protected with a backflow or back-siphon device, as required by the local Building Official. Facilities using a private well must meet applicable drinking water standards, which require that the water be tested.
- Any hose used for conveying potable water shall be constructed of nontoxic materials, shall be used for no other purpose, and shall be clearly labeled as to its use. The hose shall be stored and used so as to be kept free of contamination.
- A food facility may provide only warm water if the water supply is used only for handwashing, as required in Section 113953.

25. **WATER HEATER:** (CRFC – 114192, 114195)

- Each food facility shall be provided with its own dedicated water heater.
- Hot water generation and distribution systems shall be sufficient to meet the peak hot water demands throughout the food facility.
- Where fixtures are located more than sixty feet (60') from the water heater, a recirculation pump must be installed.
- In sizing the water heater, the peak hourly demands for all sinks, ware washing machines, etc., are added together to determine the minimum required recovery rate.  
Please refer to our handout titled "Hot Water Heater Sizing Guidelines"

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26. **BACKFLOW PROTECTION:** (CRFC – 114192)

- Carbonators: These are to be protected with a reduced pressure principle assembly and a vented double check valve.
- Janitorial Sinks: These are to be protected with a permanently installed (non-removable) backflow preventer if the faucet has threads to which a hose can attach.
  - The corresponding Building Official may require this even when there are no threads on the faucet.
  - The faucet is to be installed above the flood rim of the janitorial sink, as directed by the corresponding Building Official.
- Hose Bibs: These are to be protected with a permanently installed backflow preventer.

27. **SEWAGE DISPOSAL:** (CRFC – 114193, 114193.1, 114197)

- All ware washing sinks, food preparation sinks, ice machines, dipper wells, and any food equipment which discharges liquid is to drain into a floor sink through a one (1) inch air gap.
- An air gap between the water supply inlet and the flood level rim of the plumbing fixture, equipment, or nonfood equipment shall be at least twice the diameter of the water supply inlet and may not be less than one inch.
- The floor sink is to be within fifteen (15) feet of the equipment which drains into it per the current Universal Plumbing Code, and installed in the floor so that the grate cover fits flush with the floor.

- A mop sink may serve as a floor sink only for water discharge, such as from an ice machine, or for refrigeration condensate.
- Ware washing machines may drain into such a floor sink or may drain directly into the sewer system if a floor drain is provided adjacent to the fixture, and the fixture is connected on the sewer side of the floor drain, provided that no other drainage line is connected between the floor drain waste connection and the fixture drain.
  - The local Building Official may have different requirements, and his or her requirements may override our Division's requirements.
- Facilities which use an onsite wastewater treatment system (OWTS, also called a "septic system") are required to have this system evaluated and approved by an on-site sewage disposal consultant. Please refer to our handout titled "Non-Exclusive List of Environmental Consultants", which also lists excavating contractors, septic tank pumpers, water well drillers and pump installers, onsite service providers, and surveyors.

28. **Grease Traps/Interceptors:** (CRFC – 114190, 114201)

- All liquid waste, including sewage, generated by a food facility shall be disposed of in an approved manner into a public sewer system.
  - Grease interceptor sizing and installation shall conform to the requirements of the California Plumbing Code.
  - All new grease interceptor/trap units shall be installed outside the food facility in the ground.
  - Grease interceptors shall be installed at a location easily accessible for inspection, cleaning and removal of grease.
  - A grease interceptor shall not be installed in the food and utensil storage and food preparation area. A room or area such as that used for janitorial or mechanical equipment may be approved. Interceptor rooms must have adequate ventilation and may include floor drainage and a hose bib for cleaning.
  - Grease traps sizing and installation shall conform to the requirement of California Plumbing Code.
  - Food waste disposal unit or dishwasher shall not be connected to or discharge into any grease trap.
  - Wastewater in excess of 140°F shall not be discharged into a grease trap.
  - All grease waste must be stored in an approved leak proof container with a tight fitting lid. All grease waste must be removed from the premises and disposed in an approved manner.
- In instances where the footprint of the facility is the property line, or the facility is surrounded by other businesses and installing the grease trap or interceptor outside of the facility is not possible, then the grease trap or interceptor is not to be in a food or utensil handling area.
- Grease traps and interceptors are to be approved by the local water district, or an on-site sewage disposal consultant if the facility is connected to an onsite wastewater treatment system.
- If an indoor grease trap is installed, the one (1) inch air gap is to be between the sink (e.g., 3-compartment sink) and the trap.

## **SUMMARY OF THE GUIDELINES FOR PRE-PACKAGED FOOD ONLY FACILITIES**

1. Building is to be rodent-proof. Doors leading to the outside are to be self-closing and have no more than 1/8-inch gap around the perimeter of the door. Holes and gaps in ceilings and walls are to be sealed, and windows are to be covered with sixteen (16) mesh per square inch screen.
2. There is to be at least one restroom with single-use soap and paper towels, 20 foot candles lighting, mechanical exhaust or a window that can open, and a self-closing door. Water is to be provided through a mixing valve, or premixed, allowing for hands to be washed with warm water. If hot and cold water are provided through a mixing valve, the hot water is to be at least 120°F; if the water is provided premixed, it is to be between 100°F and 108°F.
3. Janitorial facilities are to be provided, with a janitorial sink as described on page 12 of this document.
4. A minimum twenty (20)-gallon water heater is to be installed (5 for hand washing and 15 for janitorial purposes). Please refer to our handout titled "Water Heater Worksheet".
5. An employee storage area is to be provided, as described on page 9 of this document.
6. Equipment is to meet ANSI standards as described on page 10 of this document.
7. Plans are to be approved by this Division and all other required agencies, as for all other facilities.

### **PHONE NUMBERS**

City of Sonora Building Official	(209) 532-3508
Groveland Community Services District (GCSD)*	(209) 962-7161
Jamestown Sanitary District	(209) 984-3536
Tuolumne County Building & Safety Division, Planning, Zoning and Environmental Health	(209) 533-5633
Tuolumne Utilities District (TUD)	(209) 532-5536, ext.517 or 511
Twain Harte Sanitary District (THSD)	(209) 586-3172

\*Also serves Big Oak Flat

**ADDITIONAL DOCUMENTS:** For additional information, please refer to the following documents available from our Division:

- Water Heater Worksheet
- Backflow Prevention for Food Facilities
- Accepted Flooring Material for Food Facilities



# SAMPLE FACILITY LAYOUT

This is to be drawn to ¼" scale

(This is a sample only)

#1 - 3-compartment sink  
h&c water  
indirect drain

#2 - Prep sink  
h&c water  
indirect drain

#3 - Deli refrigerator  
indirect drain

#4 - mop sink  
h&c water  
(vacuum breaker faucet)

#5 - chemical storage

#6 - hand sink  
h&c water

#7 - toilet

#8 - paper towel dispenser

#9 - soap dispenser

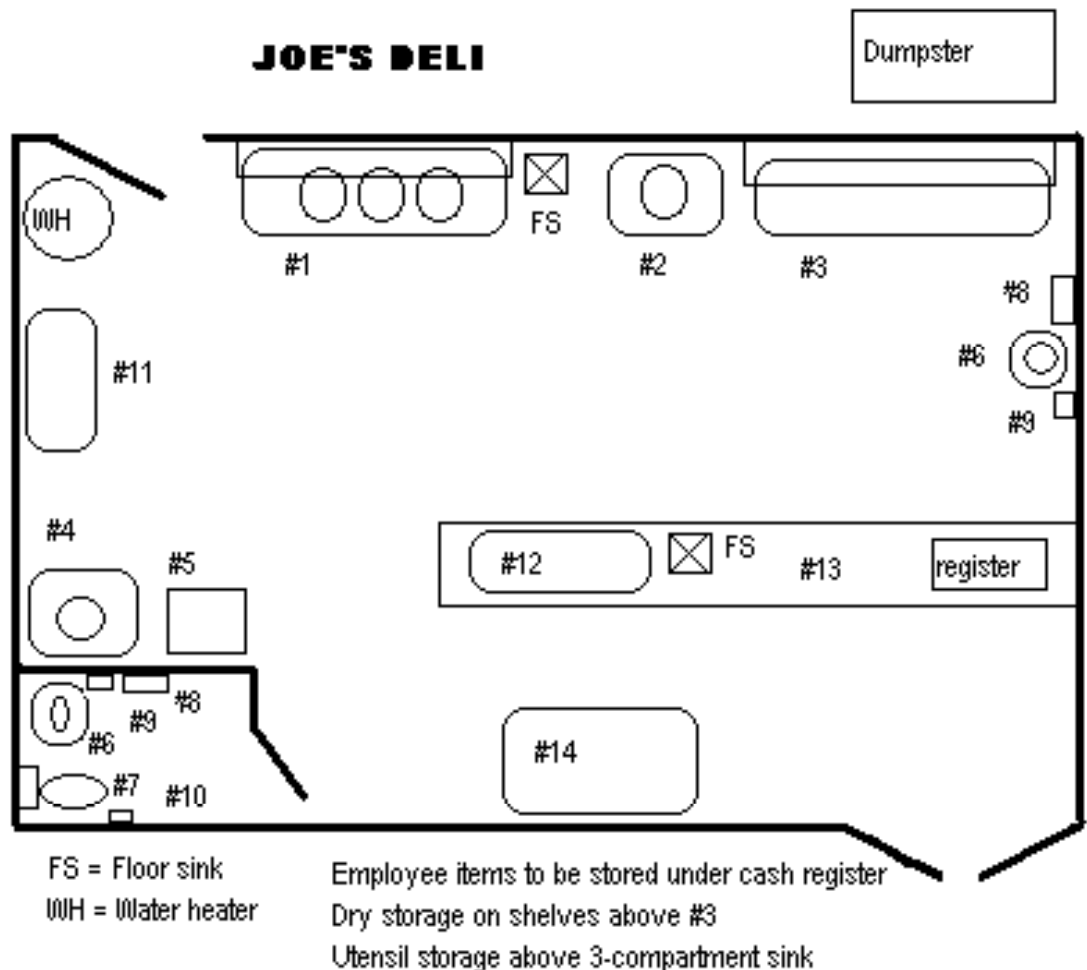
#10 - toilet paper dispenser

#11 - 2 door upright refrig.  
self-contained

#12 - undercounter freezer  
indirect drain

#13 - service counter

#14 - upright 'Pepsi' refrig.  
self-contained



## SAMPLE ROOM FINISH SCHEDULE

ROOM OR AREA	FLOOR	FLOOR BASE OR COVE	WALLS	CEILING	REMARKS
<b>A</b> Dining / Customer Area					
<b>B</b> Wait Station					
<b>C</b> Kitchen					
<b>D</b> Ware Washing Room					
<b>E</b> Janitorial Station					
<b>F</b> Employee Storage Room					
<b>G</b> Restroom					
<b>H</b> Storeroom					
<b>I</b> Trash Enclosure					

Attachment 6

**HOUSEBOAT REQUIREMENTS**

1.0 GENERAL

The Primary Purpose for Houseboating on Don Pedro Lake shall be for Recreation.

- a. Any use of houseboats found to be contrary to this purpose will not be permitted.
- b. Houseboats shall not be used as a residence.
- c. Houseboat owners shall not rent, lease or assign the houseboat to others.

2.0 APPLICABLE LAW AND RESPONSIBILITY

Houseboat owners and people using or having charge, care or control of the houseboat must comply with applicable laws.

- a. Concessionaire shall inspect each houseboat prior to launch for compliance with applicable laws.
- b. Both Concessionaire and Agency maintain the right to inspect houseboats at any time for compliance with applicable laws.
- c. Houseboat owners may be held responsible for the actions of those people authorized to use or operate their houseboat.

3.0. INSURANCE REQUIREMENT

Houseboat owners shall procure and at all times maintain general liability insurance, which will provide coverage for limits of not less than the minimum requirements set in the Concessionaire mooring agreement.

- a. Such insurance shall be obtained from an insurer and in a form satisfactory to the Agency.
- b. The Don Pedro Recreation Agency, the Turlock Irrigation District, the Modesto Irrigation District, and their governing boards shall be named as additional insureds under the houseboat owner's insurance policy.
- c. Houseboat owners will provide a certificate of insurance evidencing coverage to the Concessionaire when the insurance is issued and renewed.
- d. Coverage shall not be canceled nor materially altered without at least thirty (30) Days written notice to the Concessionaire.

4.0. MAINTENANCE AND CONSTRUCTION STANDARDS

- a. All houseboats shall be maintained in a good and proper state of repair and shall be aesthetically neat in appearance.
- b. All houseboat propulsion systems shall be maintained in a safe and operable condition at all times.
- c. All houseboats shall be kept maintained, painted, stained, coated or otherwise protected so as to present a neat and well-kept appearance and to furnish protection against weathering and corrosion.
  - 1. Colors shall blend with the surroundings.

2. All houseboats shall be constructed and maintained in conformance with applicable laws.

#### 5.0 REQUIRED EQUIPMENT

- a. Houseboats shall carry or be equipped with all equipment required by applicable laws. Houseboats shall be equipped with permanently and properly installed operable navigation and anchor lights.
- b. Houseboats shall display all required numbers, letters, names and stickers in accordance with applicable laws.
- c. All mechanical compartments used for propulsion of the houseboat that extend below the water line shall be equipped with an operable bilge pump and bilge absorbent material or filtration system that prevents pollutants from entering the lake when the bilge pump is operated.

#### 6.0. SANITARY FACILITIES.

Each Houseboat's wastewater system shall be maintained in strict compliance with applicable laws.

- a. All wastewater shall be delivered into on-board holding tanks.
- b. All wastewater holding tanks shall be emptied only by pumping into an Agency approved wastewater system.
- c. No wastewater of any type shall at any time be in any way discharged into the lake.
- d. All houseboats shall be provided with a toilet facility and wastewater holding tank.
- e. The wastewater holding tank and connected plumbing shall be constructed and maintained in such a manner that the tank can be emptied only by pump-out equipment.
- f. No drain plugs shall be installed below the bottom of the toilet level.
- g. Any houseboat having a sink, shower, washbasin or other facility must provide plumbing so that all wastewater from these facilities is piped to the holding tank(s).
- h. Holding tanks shall be fully protected from rust, corrosion and weathering, shall be watertight and free of any leaks, and have a combined minimum total capacity of 100 gallons.

## Attachment 7

## Form of Concessionaire Fees Regulation

**TURLOCK IRRIGATION DISTRICT  
DON PEDRO RECREATION AGENCY  
BOARD OF CONTROL**

## AGENCY REGULATION

RA 9000.200

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Procedure Number

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Effective Date/Approved

**TITLE:** REVIEW OF CONCESSIONAIRE FEES BY THE AGENCY

### DEFINITIONS:

**Consumer Price Index (CPI):** An index of prices used to measure the change in the cost of basic goods and services in comparison with a fixed base period. For purposes of this regulation, the Consumer Price Index for All Urban Consumers (CPI-U) for the West Urban Region published by the Bureau of Labor Statistics will be used.

**Direct Comparability:** Method of rate administration that compares concession operations and rates to the external market using specific criteria.

**Financial Analysis:** Method of rate administration used when comparables are not available for unusual services.

**Indexing:** Method of rate administration that uses the consumer price index (CPI) to adjust prices.

**PURPOSE:**

Section 3-2.01 of the Concession Lease Agreements (“CLA”) for Lake Don Pedro and Moccasin Point Marinas provide that the Don Pedro Recreation Agency (“Agency”) has the right to inspect and approve the schedule of prices and rates for all goods sold and services rendered or performed on the premises.

The goal is to ensure that rates charged to the public are fair to the concessionaire and reasonable for its visitors. This regulation clarifies which services or supplies the Agency wishes to review and establishes the process for making the review.

## REGULATION:

The Agency will review prices for supplies sold and services rendered or performed on the premises as follows:

### Category 1

All Category 1 rate changes on items listed below must be approved in advance of implementation if the proposed rate change in any calendar year for such item would exceed the prior calendar year rate for such item by the Approval Threshold specified in the chart. Any rate change for these items that is below the Approval Threshold shall not require prior approval to be implemented by Concessionaire.

Item	Approval Threshold
All houseboat slip rates	The change in CPI-U from August of the previous year to August of the current year plus 2% of the current rate for the item.
All other mooring and slip rates	The change in CPI-U from August of the previous year to August of the current year plus 3% of the current rate for the item.

#### Category 1 Fee Review Process:

1. Concessionaires must request rate changes in writing. The requests must include sufficient detail and documentation to justify the requested rate. Documentation may include:
  - Information on the concessionaires proposed rate methods.
  - Proposed rates.
  - Rate comparables.
  - Financial analysis.
  - Other information the concessionaire believes should be considered.
2. The Agency will:
  - a. Provide the public access to the proposed fees via donpedrolake.com or upon request, so that the Agency can receive and review public comments and concerns.
  - b. Schedule a Board of Control meeting for concessionaire to present its fee proposal(s) as “Information Item.”
  - c. Review concessioner rate requests to determine if the requests are justified. Specific review procedures will vary depending on the type of rate method used and may include Direct Comparability, Financial Analysis, Indexing Analysis using CPI data, or other actions.
    - i. Comparability Study: A comparability study may be used to correlate the concessioner’s rates to similar operations in the competitive marketplace. This method involves – a) identifying comparable businesses similar to the concessioner’s operation and b) analyzing the concessioner’s rates against those of the comparable. A full comparability review of all Category 1 fees will be completed every five years by the Don Pedro Recreation Agency.
    - ii. Indexing: Indexing (CPI) may be used but is not a stand-alone method to determine rates. Indexing (CPI) should not exceed 4 years



before reestablishing the base rate (by a Comparability Study and/or updating the financial analysis) on the 5th year.

- d. The Agency will provide a written recommendation to the Board of Control stating whether the rate should be approved (rate request is justified) or denied (rate request is not justified). The Agency may recommend approval of a modified rate schedule.
- e. The Agency will work to complete the rate review within 60 days, except in unusual circumstances. If the Agency is unable to complete its review due to the concessioner providing insufficient information, the Agency will request additional information and reestablish an appropriate response schedule.
- f. Schedule follow-up Board of Control meeting for a date not less than 30 days from receipt of proposal submission for Board of Control action.

The addition of new services by the concessionaires requires advance approval by the Agency as described in the respective CLA and in some cases may require amendment of the CLA. The fee review process does not cover the approval process for addition of new services.

#### Category 2

Concessionaire will provide Agency with price schedules for the services listed below for monitoring purposes both annually and as they are modified. Advance approval is not required before implementation of price changes. Prices shall be displayed/marked appropriately on all items sold.

- Houseboat rentals
- Land storage and enclosed dry storage
- All labor and service rates
- All boat and personal watercraft rental rates
- Salvage and towing rates
- Boat lift rental rate
- Blue Oaks Houseboat Repair Yard monthly rate
- Blue Oaks Houseboat Repair Yard "Services Provided Area," Daily Yard Use Fee
- Houseboat Launch and Retrieval rates

#### Category 3

Price schedules for supplies and goods stocked on shelves (e.g., canned goods, fishing tackle, packaged items, beverages, etc.) and/or items subject to frequent change due to fluctuations in wholesale costs (e.g., food services, ice, fire wood, gasoline, oils, etc.) shall be displayed/marked appropriately on all items sold.

\*\*\*End of Regulation\*\*\*

APPROVED BY: \_\_\_\_\_

Adopted: June 19, 1992

Amended: February 11, 1994

February 14, 2003

April 12, 2018

## Attachment 8

Suntex' regulations and procedures governing houseboating.

This comprehensive document outlines the regulations and procedures governing houseboat use, permits, maintenance, and enforcement at Lake Don Pedro Marinas, which comprise Lake Don Pedro Marina and Moccasin Point Marina. It establishes standards to ensure safe, recreational use of houseboats while maintaining environmental protection and compliance with applicable laws. For more detailed rules and regulations, see Appendix A – Houseboat permitting rules and regulations for Lake Don Pedro Marinas.

## **General Houseboat Use and Permitting**

Houseboating on Don Pedro Lake is strictly for recreational purposes; houseboats cannot be used as residences, nor can permits be rented or assigned to others. Only registered owners may apply for or renew permits, and permits are non-transferable except upon ownership transfer. Houseboats must have valid permits to be in the recreation area, and permit holders must comply with applicable laws and maintain insurance coverage with Lake Don Pedro Marinas named as additional insureds. Inspection rights are reserved for the marina authorities at all times. Mooring agreements must be signed with an assigned concessionaire, and houseboats left unattended over 24 hours must be moored in assigned slips or buoys. Changing concessionaires requires prior approval. Permit holders must keep fees current to both Lake Don Pedro Marinas and concessionaires.

### **Insurance Requirements**

Houseboat permit holders must maintain general liability insurance with minimum coverage of \$1,000,000, obtained from an insurer acceptable to Lake Don Pedro Marinas. Certificates of insurance must be submitted upon permit issuance or renewal, and coverage changes require 30 days' notice.

### **Permit Restrictions and Waiting List**

Generally, a permit holder and spouse may own interest in only one houseboat, with exceptions allowing a second houseboat for modification or sale under strict conditions and time limits (up to two years for remodeling, one year otherwise). Persons with revoked or non-renewed permits are ineligible to reapply. The marina manages a waiting list for permits, with priority based on application date and time. Current permit holders cannot be on the waiting list. Offers of permits must be accepted or declined in writing within 30 days, and fees paid promptly or the offer is forfeited. Positions on the waiting list are non-transferable.

### **New and Renewal Applications**

New permit applicants must secure authorized mooring, pay three months' mooring fees in advance, pay the first-year permit fee, submit an approved application, provide current houseboat registration and insurance certificates, and place the houseboat on the lake within two years. Renewal requires fees in good

standing, timely submission of renewal applications and fees before February 1, current registration, and insurance certificates by January 1. Late renewals incur a non-discounted fee.

### **Change of Ownership and Concessionaire**

Owners must notify Lake Don Pedro Marinas within 14 days of ownership changes and provide relevant documentation including permit release forms, updated registrations, and insurance certificates. US Coast Guard documentation must be submitted within specified timeframes when applicable. Changes in assigned concessionaire require written requests and are managed via a relocation list prioritized by request date and permit seniority. Mooring agreements and fees must be updated accordingly.

### **Houseboat Maintenance, Repair, and Construction**

Houseboats may only be removed or launched with prior written authorization and must notify the marina well in advance for inspections and scheduling. Repairs or replacements must begin within 90 days of damage or removal, with a maximum of 24 months allowed for re-launching. The marina operates designated repair facilities, and only valid houseboats may use them. Repair or construction plans require marina approval, and replacement houseboats must be removed from the lake before launching replacements. Liability insurance must be maintained during these processes.

### **Hazardous Materials and Environmental Protection**

No structural alterations or repairs that risk introducing hazardous substances into lake waters are permitted without prior approval. Houseboat owners are responsible for proper disposal of hazardous waste, including batteries, with disposal facilities provided. Failure to remediate environmental violations can result in marina intervention at the owner's expense.

### **Use of Off-Site Vendors**

Exclusive rights to services within marina concession areas are held by Lake Don Pedro Marinas. Outside vendors may be employed only when concessionaires cannot perform required work timely and must comply with permit and insurance requirements .

### **Construction and Equipment Standards**

Houseboats must be well maintained, neat, and in good repair, with propulsion systems safe and operable. Construction must comply with applicable laws, including weatherproofing decks and roofs. New construction requires submission of detailed plans and adherence to railing height and spacing standards. Existing non-compliant houseboats must be brought into compliance upon re-entry after takeout.

## **Flotation Devices**

Flotation devices must provide watertight compartmentation for stability, be constructed of approved materials, and be structurally sound and securely fastened. New construction flotation devices must meet ventilation and pressure testing requirements. Metal flotation devices have minimum gauge thickness standards and must include anti-electrolysis protections. Plans for flotation device dimensions and capacity must be submitted for approval.

## **Sanitary Facilities**

Wastewater systems must comply with laws, with all waste directed to onboard holding tanks emptied only at approved pump-out stations. Holding tanks must be watertight, corrosion-protected, and have a minimum capacity of 100 gallons (200 gallons for new construction), with fittings and attachments properly sealed and elevated above decks. New tanks have additional construction and lining requirements.

## **Size and Height Limitations**

Houseboats must meet minimum size requirements of 12 feet width and 30 feet length, with absolute maximums of 22 feet width and 56 feet length (up to 24 feet width with designated mooring approval). Maximum enclosed structure height is 15 feet above waterline (16 feet with approval). Existing structures exceeding limits built before specified dates are exempt. Size limits cannot be exceeded upon reconstruction.

## **Mooring Requirements**

Houseboats must use a primary mooring device to stay within 36 inches of assigned mooring buoys, with a secondary safety mooring device of chain, cable, or wire rope as backup. Slip-moored houseboats are exempt from these mooring devices while docked. Specific rear tie-up standards apply at Moccasin Marina.

## **Enforcement and Compliance**

Lake Don Pedro Marinas enforces houseboat rules through inspections, warnings, fines, notices, orders, red tags, and permit revocations. Permit holders must allow inspection upon request. Warnings are documented and may lead to further action. Non-compliance fines and restitution are assessed with formal notice procedures. Failure to comply with orders can lead to permit revocation or non-renewal. Red tags may prohibit operation or use of houseboats and are issued for serious violations including unsafe conditions, failure to maintain wastewater systems, or failure to begin required repairs timely. Upon revocation, all fees are forfeited, and owners must remove houseboats within 30 days or face disposal under lien laws.



## **Delinquency and Revocation Process**

Permit holders receive escalating notices for delinquent payments starting at day 11, progressing through reminders, certified letters, vessel haul-out, and final collection notices by day 90. The revocation process involves multiple managerial approvals from the marina general manager through regional and senior vice presidents before final execution. Documentation of violations and warnings must be maintained.

## **Appeals Process**

Houseboat permit holders or interested parties may appeal revocation or non-renewal notices by filing a written appeal within 21 days of service. Appeals are heard by a two-member Appeals Board requiring unanimous votes. The board reviews evidence and decisions for compliance with laws but cannot impose new conditions. Hearings allow presentation and cross-examination of evidence with procedural flexibility. The board issues written decisions with findings and effective dates, delivered to appellants. This document provides a detailed regulatory framework to ensure houseboat safety, environmental protection, and orderly management within Lake Don Pedro Marinas, emphasizing compliance and accountability for permit holders.