



STAFF REPORT

TO: Board of Commissioners
FROM: Suzy Watkins, Harbor Director
DATE: July 26, 2022
SUBJECT: **Commercial Fishermen's Gear Storage Permit**

Recommendations / Proposed Motion

- **Recommendation:** Review and approve proposed updates to Application for Fishermen's Gear Storage Permit
- **Proposed Motion:** Approve staff recommendations.

Policy Implications

Maintain and enhance a boater-friendly atmosphere at Port San Luis for both commercial and recreational boaters.

Fiscal Implications / Budget Status

- None at this time.

Alternatives Considered

The following actions were considered but are not recommended at this time:

- Continue using the existing Gear Storage Permit Application without changes.

Discussion

The Application for Fishermen's Gear Storage Permit was last revised in April 2019. The new gear storage area has now been in use for approximately ten months and staff identified some permit conditions that needed to be refined or expanded. The suggested revisions were discussed at Ad-hoc Gear Storage Committee meetings in June and July 2022. Redline and clean versions with the recommended revisions are included as attachments to this staff report. The draft permit includes clarifications and corrections to the existing language. The following new concepts have also been incorporated into the draft permit:

- Requires gear storage qualification be confirmed annually
- Permits storage of either trailer or vehicle used to haul gear
- Vessels and vehicles in storage must be currently registered in the permittee's name, and must be in operable condition

The draft permit was mailed to all existing Gear Storage Permit holders for their information and to provide notice of the proposed changes. Staff recommends approving the updated permit application to maintain order and usability of the new gear storage facility.

Attachment(s): 1. Draft Update Gear Storage Permit Application - Redline
2. Draft Update Gear Storage Permit Application - Clean

PORT SAN LUIS HARBOR DISTRICT

P. O. Box 249

Avila Beach, CA 93424

(805) 595-5400 FAX (805) 595 5404

www.portsanluis.com

APPLICATION FOR FISHERMEN'S GEAR STORAGE PERMIT

Applicant Name _____ Date _____

Phone Number(s) _____

Email Address _____

Mailing Address _____

Physical Address _____

Description of stored items: _____

Approval of this permit binds an agreement between the applicant and the Port San Luis Harbor District. Spaces may not be subleased and are not transferable. Permittee understands that wet weather access may not be possible. Applicant hereby agrees to abide by the following:

THIS CONTRACT LIMITS DISTRICT LIABILITY. READ IT CAREFULLY.

Permittee waives any and all claims for accident, injury, damage, theft or loss of any kind whatsoever arising out of or relating to the use of the facilities or grounds of the harbor and against movement of their property by District staff, against Port San Luis Harbor District and/or its officers, Commissioners, agents or employees. The District is hereby granted permission to remove gear and/or relocate space.

Permittee holds the District free and harmless from any and all claims for any damages, losses, costs or liability arising from the storage of goods upon, or other use of, the premises, including those arising from negligence of the District.

Permittee holds harmless and indemnifies the District from any and all claims brought by third parties arising out of Permittee's storage of items in the Fishermen's Gear Storage area(s), including but not limited to guests or agents of Permittee who may be in the Fishermen's Gear Storage area(s) for any reason. The District shall not be responsible for damage of any kind done to Permittee's property stored on the premises from any cause whatsoever.

Permittee acknowledges and understands that a willful misstatement contained in the Application, or a breach of any of the provisions in this Contract, in addition to any other remedies available to the District, is grounds for revocation of Permittee's right to store items under this contract.

Permittee acknowledges and understands that a possessory interest may be created hereby and may be subject to property taxation if created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Permittee acknowledges and agrees to the following terms. Noncompliance of the terms may result in revocation of the permit.

1. Permittee shall meet the following qualifications and definition of Commercial Fisherman to obtain a Fishermen's Gear Storage permit and annually thereafter, in June of each year, to maintain permit:
 - a. Must own a vessel with:
 - i. current California Dept. of Fish and Wildlife Commercial Fishing License consistent with District permits; and
 - ii. current California Dept. of Fish and Wildlife Commercial Vessel Registration consistent with District permits; and
 - iii. current United States Coast Guard Certificate of Documentation with *fishery* endorsement consistent with District permits or
 - iv. current California Department of Motor Vehicles Commercial Vessel Registration consistent with District permits.
 - b. Must provide California Dept. of Fish and Wildlife Fish Landing Receipts for the past 12 months totaling at least \$5,000 (or \$15,000 over the preceding a 3-year period) for each Gear Storage Unit occupied. Should a previously qualifying patron, through regulatory action, be unable to fulfill this requirement, this requirement may be waived by Harbor Manager-Director on receipt of a written request for such a waiver.
 - i. Qualifying Landing Receipts must indicate *Port of First Landing* is Port San Luis Harbor (602).
 - c. Must be a Harbor District mooring permit holder for at least twelve (12) continuous months prior to application. This requirement may be waived by Harbor Manager-Director on receipt of a written request for such a waiver submitted by the Port San Luis Commercial Fishermen's Association outlining reasons to justify request.
 - d. Must have no record of a District account past due more than 60 days in the previous twelve months.
 - e. The Port San Luis Commercial Fishing Boat Owners and Commercial Fishermen's Association (commonly referred to as the Port San Luis Commercial Fishermen's Association) and sportfishing lessee (commercial passenger vessels) will have exemptions to above requirements a, b, and d for a gear storage permit.
2. Permittee shall only use the premises for the purpose of storage of equipment and supplies used to support commercial fishing operations.
3. Up to a maximum of two (2) skiffs with trailers or two (2) vehicles/trailers used to haul gear as defined by the Port San Luis Harbor District Code of Ordinances, or combination thereof, may be stored. ~~Any additional skiffs and/or trailers will be relocated to the Trailer Boat Storage area at permittee's cost.~~

- 3.4. All stored skiffs, vehicles, and trailers must be currently registered with the California DMV in the permittee's name, if applicable, with copies of the registration documents furnished to the Harbor District.
- ~~4.5. Non-operable trailers are not permitted. All stored vehicles and trailers must be in operable condition. At the discretion of the Harbor Director, any stored vehicle or trailer may be required to prove its ability to safely operate to the satisfaction of the Harbor Director or his/her designee.~~
- 5.6. Permittee will keep the premises in good and clean condition (including weed and brush removal).
- 6.7. Storage of any hazardous materials, including but not limited to gas cans, explosives, flammable material, chemicals, etc., on the premises is strictly prohibited~~not allowed~~. Items such as propane tanks, cleaning solvents, etc., in regulation containers ~~are~~may be allowed. Contact the Harbor District Office for further information on specific items.
- 7.8. Permittee shall ensure that storage unit gates and container doors are closed and locked at all times. Second story container doors must be locked or otherwise secured by tying in the closed position.
- 8.9. All equipment and/or supplies, skiffs, vehicles and trailers must fit fully ~~be kept~~ inside the allocated storage area and/or inside the storage containers as to allow gates and doors to close. Items stored outside of the permitted area are subject to immediate removal at Permittee's expense.
- 9.10. No equipment and/or supplies are allowed to be stored on top of the storage containers. An additional storage container may be placed on top of an existing container in some of the storage units.
- ~~10.11.~~ Permittee shall not engage in painting or repairing of any item in the Gear Storage Area(s). Spray painting is not permitted. Welding or cutting activities are not permitted. Other minimal work not likely to cause disruption to others in the Gear Storage area is to be performed between the hours of 8:00 a.m. and 5:00 p.m.
- ~~11.12.~~ Permittee shall pay the established quarterly fee beginning on the date of execution of this Contract indicated above and continuing thereafter so long as items are stored in the Gear Storage Area(s). Payments are due and payable in advance and with or without demand or notice by the District.
- ~~12.13.~~ Permittee shall be responsible for the repair and maintenance of their storage containers. District may, at District's expense, have storage containers painted to provide a uniform appearance. The District will not cover the costs of vandalism, graffiti and/or unapproved repainting that is done by the gear storage permittee.

Permittee acknowledges and agrees that this statement is now a matter of public record and is available to anyone upon written request.

Permittee acknowledges and understands that this permit can be revoked at any time, with or without cause upon thirty (30) days' written notice from Port San Luis Harbor District; or immediately upon violation of the District's Ordinances or rules and regulations relating to use of Fishermen's Gear Storage area(s).

Permittee agrees to provide a thirty (30) day written notification to cancel this permit. All items must be removed by the cancellation date. Any items required to be removed by the District will be at the owner's (Permittee's) expense.

The Harbor District, at its sole discretion, may keep on file a written list of those individuals who have expressed an interest, in writing and submitted to the District, in obtaining a Fishermen's Gear Storage unit. Once a unit becomes available, those individuals on the interest list will be contacted, in date order of notification received, and given thirty (30) days to respond and submit a fully-completed *Application for Fishermen's Gear Storage Permit* to the District. If Application is not received within thirty (30) days, the District may contact the next individual on the list in date order, and so on until such vacancy is filled.

Print Name

Signature

District Representative

Date

(Rev. ~~4/23/19~~July 2022)

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