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7 BEFORE THE HEARING EXAMINER
FOR THE CITY OF SEATTLE
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9 In the matter of the Appeal of the

10 **PORT OF SEATTLE,**

11 from Interpretation No. 15-001 of the Director of the **DEPARTMENT OF PLANNING AND DEVELOPMENT,**

12

13

Hearing Examiner File No. ____
(DPD Project No. 3020324)

APPEAL OF THE PORT OF SEATTLE

14 **I. INTRODUCTION**

15 On May 7, 2015, the Department of Planning and Development (DPD) issued a formal
16 code Interpretation "in response to general questions it has received" that determines, in effect,
17 that it is unlawful for the Port of Seattle (or any private entity) to moor and provision a vessel at
18 a cargo terminal in the City of Seattle unless such vessel is "otherwise used for transporting
19 goods in the stream of commerce" in the manner narrowly described in the Interpretation.

20 DPD's Interpretation purports to be about Terminal 5 and about vessels operated by Shell
21 for the purpose of drilling for oil in Alaska, but the effect of the Interpretation, if affirmed on
22 appeal, will be to make unlawful the moorage of many different kinds of vessels including:

23
1. Tugboats
2. Marine construction vessels
24
3. Cruise vessels
4. Icebreakers
25
5. Ships of state
6. Research vessels
26
7. Diving vessels

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8. Oil spill response vessels
9. Seismic vessels
10. Seattle Fire Department fire boats

These kinds of vessels have always moored at the Port's cargo terminals, and many are moored there today, including the City's fire boats at Terminal 91. Vessels of all sorts have similarly moored at Terminal 5 (under prior, private owners as well as the Port) since at least 1916. The Port, if necessary, will demonstrate that it has a nonconforming right to continue mooring and provisioning such vessels, not just cargo vessels as narrowly described in the Interpretation. It is unreasonable, however, for the Port to have to demonstrate a nonconforming right to engage in activity (the mooring and provisioning of vessels) that is fundamental to the purpose and practice of the Port, that has always taken place at Port marine facilities, that is fundamental to the use of navigable waters, and that is inherent in a water-dependent use. The mooring and provisioning of vessels on state lands, regardless of the use of the vessels when at sea, is protected by the Washington State Constitution (Article XV, § 2), the public trust doctrine, the Shoreline Management Act ("SMA"), and the City's own Shoreline Master Program ("SMP").

As stated by the Shorelines Hearings Board in *Sperry Ocean Dock et al v City of Tacoma, et al,* SHB Nos. 89-4 & 89-7, Final Findings of Fact, Conclusions of Law, and Order, March 1, 1990, Conclusion of Law IX:

> The very genesis of the SMA was concern for the preservation of navigational values expressed through the public trust doctrine. See Wilbur v. Gallagher, 77 Wn.2d 306, 462 P.2d 232 (1969); Orion Corporation v. State, 109 Wn.2d 621, 747 P.2d 1062 (1987). . . . There is in the Act a built-in pro-navigational bias, serving as the backdrop for all planning and use conflict decisions.

The Interpretation is similarly contrary to the shoreline policies in the City's Comprehensive Plan, which, for example, state that it is the City's policy to "[r]etain Seattle's

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role as the Gateway to Alaska," and to "[m]eet the long-term and transient [moorage] needs of all of Seattle's ships and boats including fishing, transport, recreation and military."[1]

Port facilities that are capable of mooring deep draft vessels are designated under the SMP as either cargo terminals or passenger terminals. This Interpretation will have the same effect on both types of facility; it will prevent other kinds of vessels, such as those identified above, from mooring or provisioning, and probably will prevent such vessels from mooring and provisioning anywhere in the City of Seattle.

There are many things wrong with the Interpretation, as summarized below, in addition to the fact that it is at odds with the most fundamental State and City policies regarding the use of navigable waters and tidelands. Just as fundamentally, the Interpretation fails to acknowledge or fairly reflect the facts presented to DPD by the Port of Seattle and Foss Maritime Company ("Foss") about Foss's proposed use of Terminal 5. And the Interpretation wrongly says that an additional use permit is needed, even though no shoreline substantial development permit is required because no new development is proposed; the SMP does not require a shoreline permit for a use (moorage) that is permitted outright and does not entail substantial development. DPD already has determined that the only development associated with the Foss lease, the replacement of bollards, is exempt from the need for a shoreline permit. In order to grant this shoreline exemption, DPD had to determine, and did in fact determine, that the use for which the bollards were being replaced was consistent with the SMP. DPD is bound by its own un-appealed determination, and DPD may not by means of this Interpretation make unlawful an activity that it determined four months earlier to be lawful.

The Interpretation specifically prohibits the mooring and provisioning of vessels upon the tidelands where the "right to build and maintain wharves, docks, and other structures" is

[1] Policy LU257, which will become Policy LU270 once the City's new SMP takes effect. This will happen 14 days after approval of the SMP by the Department of Ecology, which is expected the week of May 18th. The City Council already has adopted the new SMP, and since it will be in effect by the time of the hearing in this matter, this appeal cites to the new SMP, Chapter 23.60A of the Seattle Municipal Code.

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protected under the Washington State Constitution, Art. XV, Sec. 2. Moorage of a diverse variety of vessels has taken place at Terminal 5 and other Port cargo terminals for at least 99 years. The legislature has delegated to the Port authority to manage these aquatic lands on behalf of the State through a Port Management Agreement for the purposes of such moorage and other uses.

The Port of Seattle asks that the Interpretation be reversed for all of the reasons summarized in this appeal.

II. INFORMATION REQUIRED BY SECTION 3.01(d) OF THE HEARING EXAMINER RULES OF PRACTICE AND PROCEDURE

(1) The matter being appealed is DPD Interpretation No. 15-001 (DPD Project No. 3020324), dated May 7, 2015, a copy of which is attached hereto. No applicant is identified in the Interpretation.

(2) The Port of Seattle is significantly affected by and interested in the Interpretation because the Port owns Terminal 5; because the Interpretation purports to make unlawful activity for which the Port obtained a shoreline exemption from DPD; and because the Interpretation has the effect of making unlawful the moorage of many kinds of vessels at all of the Port's cargo terminals.

(3) The Port's issues on appeal are set forth in Section III below.

(4) The Port requests that the Hearing Examiner reverse the Interpretation and determine and declare that it has no effect on the operation of the Port's cargo terminals.

(5) The Port of Seattle is the appellant, by and through:

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III. PORT'S ISSUES ON APPEAL

The Interpretation is clearly erroneous, not supported by substantial evidence, and otherwise unlawful for many independently-sufficient reasons, including:

1. The Interpretation's Findings of Fact are not supported by substantial evidence, and do not accurately characterize the activities to be conducted on the uplands at Terminal 5 by Foss. The facts presented at the *de novo* hearing will demonstrate that Foss's activities are and will be consistent with the SMP, the existing shoreline substantial development permit (master use permit), and the historical use of Terminal 5.
2. The Interpretation asserts that "[t]the question raised is whether the proposed activity requires a permit to legally establish a use that allows this moorage," but DPD already has determined that no permit is required. On February 5, 2015, DPD approved a shoreline exemption for the replacement of mooring bollards needed to accommodate Foss's use under the lease. In its application for this exemption, the Port described the uses that would take place at Terminal 5 by Foss after bollard replacement, and by approving the exemption, DPD necessarily determined, pursuant to SMC 23.60A.020, that the use of Terminal 5 that the bollard replacement made possible would be consistent with the SMP. DPD became bound by its determination on February 26, 2015, when the appeal period under the Land Use Petition Act, Chapter 36.70C RCW, expired.
3. DPD is further barred from determining that the moorage of the three vessels identified in the Interpretation under the Foss lease would be a different use than the legally-established cargo terminal use at Terminal 5 because it did not appeal the Port's SEPA categorical exemption for the Foss lease. On February 11, 2015, the Port issued a SEPA categorical exemption pursuant to its authority to act as lead agency under SEPA and under Port of Seattle SEPA Resolution 3650, as amended. This categorical exemption concluded that the use of Terminal 5 by Foss under the lease was categorically exempt from SEPA review under WAC 197-11-800(5)(c) because the use of Terminal 5 would

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"remain essentially the same as the existing use..." DPD did not appeal the SEPA categorical exemption and is therefore now barred from asserting that the use of Terminal 5 by Foss under the lease is a "change in use" from the legally-stablished cargo terminal use.

4. Even if DPD had not already conclusively determined that no permit is required, no shoreline permit is needed because no development (beyond the already-approved bollard replacement) is proposed, and because moorage is a permitted use, regardless of whether it is associated with a cargo terminal, over-water in the Urban Industrial shoreline environment at Terminal 5. SMC 23.60A.090.A.1; 23.60A.484. The SMP expressly acknowledges that uses, such as moorage, that are consistent with the SMP are permitted without any shoreline permit so long as no substantial development is proposed, as is the case here. SMC 23.60A.020.A.2.b.

5. In addition to ignoring the fact that moorage is a permitted use, the Interpretation wrongly determines that moorage is not inherent in cargo terminal use, and that a vessel's right to moor depends on the use that the vessel is put to when at sea, or on the kind of goods the vessel will transport. Such a determination is directly contrary to SMC 23.60A.018 which states that the SMP does not regulate the operation of vessels other than during their moorage.

6. It is arbitrary and irrational in a constitutional sense for DPD to determine that a vessel cannot moor at a Port of Seattle facility because DPD does not approve of the use that the vessel may be put to once the vessel is under navigation elsewhere, or because DPD does not approve of what it believes will be the destination, or use of the vessel's cargo in another jurisdiction. The operation of a vessel when it is elsewhere is irrelevant to the impacts the vessel will have within the City of Seattle and therefore irrelevant to the vessel's right to moor. DPD's Interpretation is not within the scope of the police power delegated to the City by Article XI, § 11 of the Washington State Constitution because

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1 the Interpretation does not protect the public health, safety and welfare by regulating
2 impacts within the City of Seattle.

3 7. In addition to ignoring the fact that moorage is an independently-permitted use, and
4 wrongly determining that moorage of vessels, including tugboats, is not inherent in the
5 use of a maritime cargo terminal, the Interpretation wrongly determines that moorage at
6 cargo terminals is permitted as an accessory use only for "vessels otherwise used for
7 transporting goods in the stream of commerce." This determination wrongly makes a
8 vessel's right to moor depend upon the use that the vessel is put to once it casts off its
9 lines, and this determination also ignores half of the definition of accessory use. DPD's
10 analysis focuses on the word "intrinsic" and effectively ignores the word "incidental"
11 even though the definition of a shoreline accessory use is one that is "*incidental and*
12 *intrinsic* to the function of a principal use." SMC 23.60A.940. Under DPD's analysis,
13 cargo vessels would not be permitted at cargo terminals because their moorage would be
14 intrinsic to such use, but not incidental. An accessory use must be both "incidental and
15 intrinsic," and moorage of vessels of all sorts, including the tugboats that the
16 Interpretation would prohibit, is incidental and intrinsic to cargo terminal use, particularly
17 in the City of Seattle where there is no other shoreline use that permits the mooring and
18 provisioning of large vessels, such as Shell's, that are not cruise ships.

19 8. Similarly, SMC 23.60A.090.B states that "Any principal use allowed . . . may be an
20 accessory use using the same process as if the use were the principal use . . ." Moorage is
21 permitted as a principal use, and it therefore is permitted as an accessory use regardless of
22 whether it is "incidental and intrinsic" to a cargo terminal use. Nothing in the City's
23 SMP gives DPD the authority to impose a time-limit on the length of moorage, or to
24 prohibit the provisioning of a vessel while at moorage.

25 9. DPD's Interpretation, which makes the mooring and provisioning of ships in the City of
26 Seattle depend upon the use that the ships are put to when under navigation, is contrary

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not only to the language of the SMP, it is contrary to the public trust doctrine, which protects the use of navigable waters for navigation, including the moorage and provisioning of vessels.

10. DPD's Interpretation is similarly contrary to the SMP itself, which is a statutory expression of the public trust doctrine. The SMP makes port use a priority use, RCW 90.58.020, but the Interpretation compromises the functioning of the Port of Seattle for all the reasons discussed in this appeal.

11. DPD's Interpretation is similarly contrary to the adopted shorelines policies of the SMP itself, which are part of the City's Comprehensive Plan. These policies include LU270, which states that it is the City's policy to retain Seattle's role as the Gateway to Alaska, and to meet the moorage needs of all vessels.

12. DPD's Interpretation is inconsistent with Article XV, § 2 of the Washington State Constitution, which preserves the tidelands for "wharves, docks, and other structures." The Port's use of these tidelands for wharves and docks such as the Terminal 5 facility cannot be reasonably exercised if the moorage of vessels is unreasonably impaired by the City's unlawful prohibition of the moorage of certain vessels.

13. DPD's Interpretation is inconsistent with RCW 79.90.475, which authorizes port districts like the Port of Seattle to enter into Port Management Agreements with the State and act as the agent of the State for the purposes of managing the aquatic lands. The Port of Seattle entered into a Port Management Agreement with the State Department of Natural Resources on September 30, 1998 to manage the aquatic lands for all its marine properties, including Terminal 5.

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14. DPD's Interpretation ignores the fact that Terminal 5 has been used to moor and provision vessels of all kinds since 1916 and nothing in the City's SMP was intended to, or does change the lawfulness of that use.

15. DPD's Interpretation, by precluding the mooring and provisioning of the kinds of vessels identified in the Introduction to this appeal, is an action that will have a significant adverse impact on the environment and is therefore subject to review under the State Environmental Policy Act before it can take effect.

IV. CONCLUSION

For all the reasons identified in this appeal, the Hearing Examiner should reverse the Interpretation pursuant to her authority under SMC 23.88.020.G.6.

DATED this 15th day of May, 2015.

APPELLANT PORT OF SEATTLE

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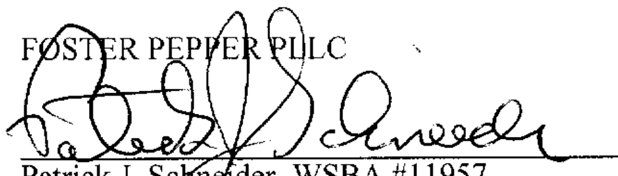

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EXHIBIT 1

Interpretation of the Director
Under Seattle Municipal Code Title 23

Regarding the Use of the Property at 2701 - 26th Avenue SW (Terminal 5)	DPD Interpretation No. 15-001 (DPD Project No. 3020324)

Background

This interpretation was generated by the Department of Planning and Development (DPD) in response to general questions it has received regarding a proposal to moor an exploratory drilling rig and two accompanying tugboats at the Port of Seattle's (Port's) Terminal 5 facility for periods of approximately six months per year when the drilling rig is not in use in the Arctic. The central issue is whether this proposed moorage is consistent with the legally established use of the property as a cargo terminal or whether a permit must be obtained to establish a different or additional use. The Port and its lessee, Foss Maritime (Foss), have been cooperative in providing information about proposed activities at Terminal 5.

Media reports indicate that two drilling rigs are destined for Seattle: the Polar Pioneer and the Noble Discoverer. The information provided by the Port indicates that only one of these, Polar Pioneer, would moor at Terminal 5. This interpretation is based on the Port's representations.

Findings of Fact

1. The Port's Terminal 5 facility is at the north end of the Duwamish River, near Harbor Island, and located in an IG1 U/85 (General Industrial-1) zone and a UI (Urban Industrial) shoreline environment.

2. Seattle Municipal Code (SMC) Section 23.40.002 requires a permit in order to establish or change the use of a property. The recognized existing use of the Terminal 5 facility, as reflected in decisions including Projects 9404118 and 9404124, is as a cargo terminal.

3. Foss entered into a two-year lease of Terminal 5 with the Port on February 9, 2015. By the terms of the lease, Foss is to use the facility as a marine cargo terminal. In an April 8 letter to DPD, Foss expressed its intent to load and unload its own vessels as well as those

of other customers at Terminal 5 during the lease. The Foss representative said Foss intended to receive and move goods, cargo, equipment, supplies, stores, provisions and other materials into the vessels associated with the drilling rig, for transportation to other locations. The letter indicates that the services they intend to provide for Shell Offshore would be a fraction of the activity they hope to conduct at Terminal 5.

4. As reported in the Seattle P-I, the Polar Pioneer is a 400-foot tall, 292-foot drilling rig. The Peninsula Daily News describes it as a 400-foot-long, 355-foot-tall rig. Based on the media reports, the Polar Pioneer was delivered to Port Angeles aboard a heavy-lift ship, to be unloaded and towed to Seattle. Based on information provided by the Port and Foss, the drilling rig and two tugboats would be moored at Terminal 5 for several months out of the year.

5. The Port has indicated that a variety of types of vessels use its facilities. The Port documented that its fee schedules include specific fees for "lay berthing" of vessels that are not actively being loaded or unloaded. The Port has asserted that this is common and necessary, as much cargo activity is seasonal, and some vessels used to transport cargo sit idle during the off-season.

6. Seattle's current Shoreline Master Program is codified at SMC Chapter 23.60, which is a part of Subtitle III, Division 3 of Title 23. An updated shoreline master program has been approved by the City and is awaiting final approval by the Washington State Department of Ecology. DPD anticipates that the new provisions will take effect later in May.

7. "Cargo terminal" is defined at SMC 23.60.906 as:

   > [A] transportation facility in which quantities of goods or container cargo are stored without undergoing any manufacturing processes, transferred to other carriers or stored outdoors in order to transfer them to other locations. Cargo terminals may include accessory warehouses, railroad yards, storage yards, and offices.

8. The definition of "cargo terminal" under the new provisions, to be codified at SMC 23.60A.906, remains the same as the current definition, apart from minor punctuation changes, such as addition of a comma after "carriers."

9. SMC 23.42.010 provides in part:

   > Principal uses not listed in the respective zones of Subtitle III, Division 2 of SMC Title 23, Land Use Code shall be prohibited in those zones. If a use is not listed, the Director may determine that a proposed use is substantially similar to other uses permitted or prohibited in the respective zones, therefore, and should also be permitted or prohibited.

10. SMC 23.42.020.A provides in part:

> Any accessory use not permitted by Title 23, either expressly or by the Director, shall be prohibited. The Director shall determine whether any accessory use on the lot is incidental to the principal use on the same lot, and shall also determine whether uses not listed as accessory uses are customarily incidental to a principal use.

11. For purposes of the Land Use Code generally, "accessory use" is defined at SMC 23.84A.040 as "a use that is incidental to a principal use." A more specific and limiting definition of "accessory use" is provided for purposes of the current shoreline code at SMC 23.60.940: "a use which is incidental and intrinsic to the function of a principal use and is not a separate business establishment unless a home occupation." This definition remains the same under the new shoreline provisions, at SMC 23.60A.940.

12. "Good" is defined, in relevant part, by Webster's New Collegiate Dictionary (based on Webster's third new international dictionary) as:

> **3 . . . b** *pl* : personal property having intrinsic value but usu. excluding money, securities and negotiable instruments **. . . d** *pl* : WARES, COMMODITIES, MERCHANDISE <canned *~s*>

Conclusions

1. The activity that is the subject of this interpretation is the proposed moorage of an oil-drilling rig and two accompanying tugboats that would be located at the Port's Terminal 5 facility during winter months when this equipment is not being used for exploratory drilling in the Arctic. In recent years permits for this property have characterized the use as a "cargo terminal."

2. The question raised is whether the proposed activity requires a permit to legally establish a use that allows this moorage. The analysis may be broken down into two sub-questions:

   - Is the proposed activity properly characterized as a "cargo terminal" use based on the definitions in the current code, and in the updated shoreline master program the City is in the process of adopting; and

   - If the proposed activity does not specifically match the activities described in the cargo terminal definition, may the proposed activity nevertheless be allowed as an accessory use, without obtaining a separate use permit?

Consistency with current and future use definitions

3. Under the current and the proposed new shoreline standards, a cargo terminal is a **transportation facility** in which **quantities of goods or container cargo** are **stored without undergoing any manufacturing processes, transferred to other carriers or**

stored outdoors in order to transfer them to other locations. (The proposed new definition adds a comma after "carriers.")

4. **Is Terminal 5, if used for the proposed activity, a "transportation facility"?** This term is not defined within the shoreline code, but is generally defined in the Land Use Code, at Section 23.84A.038 as "a use that supports or provides the means of transporting people and/or goods from one location to another." One of the subcategories in the general definition is parking and moorage. The proposed activity would support the transportation of the equipment to and from the Arctic, and falls within the range of uses listed under the broad category of "transportation facility."

5. **Does the proposed activity involve "quantities of goods or container cargo"?** Neither the drilling rig nor the tugboats would carry container cargo. The definition of cargo terminal is broad enough to include transportation of many different types of goods, in greatly differing quantities. The exploratory drilling equipment affixed to the drilling rig, however, would not fall under the definition of "goods" as it is used under the code, nor could the drilling rig itself be considered "quantities of goods or container cargo."

6. **If the equipment on the drilling rig could be considered goods, would they be "stored without undergoing any manufacturing processes, transferred to other carriers, or stored outdoors in order to transfer them to other locations"?** This provides three options for activities that might occur at a cargo terminal: storage without manufacturing, transfer to other carriers, or outdoor storage. The unifying theme is that the goods are at the cargo terminal **in order to be transferred to other locations.** The drilling rig would be at Terminal 5 only for purposes of seasonal storage. Terminal 5 would not serve as stop where the rig or the equipment on it would be stored or transferred in the course of transit from a starting location to an ultimate destination.

7. The two tugboats that would accompany the drilling rig with the equipment likewise would not bear quantities of goods in the process of being transferred to other locations, apart from provisioning that might be anticipated for vessels at moorages generally.

8. It has been argued that even if the proposed use does not meet the definition of cargo terminal, it should be regulated as a cargo terminal use, as this is the most similar use category regulated under the code. In general, under SMC 23.42.010, if a principal use does not fit in any of the regulated use categories, as defined, there is authority to regulate that use according to the standards for the most similar defined use. That provision, however, specifically extends to the standards in Subtitle III, Division 2 of the Land Use Code. Seattle's Shoreline Master Program, which includes the use regulations specific to the Shoreline Overlay District, is in Subtitle III, Division 3 of the code, and is outside of the scope of Section 23.42.010. The authority to regulate an undefined use according to the standards for the most similar defined use does not extend to the use provisions in the shoreline code.

Moorage as an accessory use

9. Even if we were to determine that the proposed seasonal moorage of the drilling rig and tugboats did not meet the definition of cargo terminal, it might be permissible if that sort of moorage activity is accessory to a cargo terminal. The definition of cargo terminal says that cargo terminals may include accessory warehouses, railroad yards, storage yards, and offices. It does not state that other accessory uses are not allowed. We do not conclude that other accessory uses are precluded merely because they are not specifically listed.

10. Based on information received from the Port, "lay berthing," or moorage of vessels that are not actively loading or unloading materials, is a normal, customary and essential practice at marine cargo terminals. The Port has specific dockage fees for lay berthing in the fee schedule for its facilities. According to the Port, lay berthing occurs at marine cargo terminals throughout the coastal and inland waterways of the country and the world, specifically at marine cargo terminals in Seattle, Bellingham, Everett, Port Angeles, Tacoma, Olympia, San Diego, Los Angeles, Long Beach, Sacramento, San Francisco, Oakland and Portland. According to the Port, temporary, seasonal and sometimes indefinite berthing of vessels must be provided by ports until duty calls those vessels back to the sea. The Port indicates that cargo, emergency response, military, and research vessels, as well as barges and tugboats, commonly lay berth at the Port of Seattle's cargo terminals.

11. For purposes of the shoreline code, "accessory use" is defined as "a use which is incidental **and intrinsic to the function** of a principal use, and is not a separate business establishment unless a home occupation." SMC 23.60.940. This differs, and is more stringent than, the definition that generally applies under the Land Use Code: "a use that is incidental to a principal use." SMC 23.84A.040. We accept that lay berthing of vessels otherwise used for transporting goods in the stream of commerce may be regarded as incidental and intrinsic to the function of a cargo terminal. This recognizes that shipment of some sorts of goods is seasonal, and that vessels involved in that sort of trade are necessarily idle for periods during the year. We do not, however, find that provision of moorage to other vessels and equipment, not used for transfer of goods to other locations, is intrinsic to the function of a cargo terminal. Such moorage would be regarded as a separate principal use, defined as "any use, whether a separate business establishment or not, which has a separate and distinct purpose and function from other uses on the lot." SMC 23.60.940.

12. Even if we were to agree that moorage of the drilling rig and tugboats could be allowed as an accessory use at a cargo terminal, some question also is raised as to whether sufficient levels of activity relating to the principal cargo terminal use, transfer of quantities of goods or container cargo, would continue while the drilling rig and tugboats are moored there. The factual component of that question is unresolved. On the one hand, the drilling rig and tugboats would occupy much of the site's frontage available for moorage along the Duwamish, and upgrades and repairs to that frontage are also contemplated which would possibly limit its use for loading and unloading of cargo

during the same period. On the other hand, both the Port and Foss have advised us that it is their intent that other cargo terminal use of the property will continue.

13. The legal component of that question obviates the factual question because, even if cargo terminal activity is the predominant use, moorage of vessels not used for transport of cargo in the process of being transferred to other locations is not intrinsic to the function as a cargo terminal, and thus would not qualify as a legitimate accessory use.

Conclusion

An additional use permit is required for the proposed seasonal moorage at the Port of Seattle's Terminal 5 facility of a drilling rig and accompanying tugboats.

Entered May 7, 2015

Andrew S. McKim
Land Use Planner – Supervisor