LGL 2024-0038
OPR 2024-1026

TITLE: ALTERNATIVE USE ON PARK LAND

EFFECTIVE DATE: April 8, 1999 (previously titled "Non-Recreational Use on

Park Land")

REVISION EFFECTIVE DATE: November 21, 2024

1.0 GENERAL

- 1.1 The purpose of this policy is to evaluate proposals for 'Alternative Use' (as defined below) on Park Land owned by the City of Spokane and controlled by the Spokane Park Board, and ensure such proposals provide a quantifiable net improvement to the city park system.
- 1.2 This policy is intended only to evaluate proposals for an "Alternative Use on Park Land" that requires the City of Spokane to transfer a real property interest to a third party. Third parties include all non-city entities, partner organizations, friends of groups, etc., and non-park divisions of the City of Spokane (utilities, fire, police, public library, N.H.H.S., etc.).
- 1.3 This policy is not intended to apply to proposals for park or park facility rentals, community events on Park Land, and park sponsorship.

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2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City of Spokane Parks and Recreation Land.

3.0 REFERENCES

City Charter - Section 48. Park Board - Powers

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

4.1 "Alternative Use on Park Land" or "Alternative Use" - Any use of Park Land for other than Park Purposes. Examples of Alternative Use include utility infrastructure (regardless of location below, on or above grade), vehicular and pedestrian access routes crossing Park Land to adjacent property, temporary construction easements, facilities on Park Land which are not owned, maintained, or operated by city parks (including but not limited to those intended for recreational use), farming or agricultural uses, etc.

When granted by the Park Board, the right to use Park Land for an Alternative Use will be effective upon the complete execution of an Instrument of Agreement such as but not limited to, an Easement, Ground Lease, or Interlocal Agreement for Joint Use of Facilities, or Revocable License and Permit.

- 4.2 "Applicant" The entity or individual proposing an Alternative Use on Park Land.
- 4.3 "Application Form" Document to be completed by the Applicant which includes background information to Park Staff and Park Board regarding the Applicant's proposal for an Alternative Use.
- 4.4 "Easement" An agreement between the Applicant and Park Board granting a right over the Park Property for an Alternative Use and for a particular purpose. It is a non-possessory special interest in the Park Land, meaning it gives the easement holder a right, but no title or right of possession.
 - An easement is typically used for access related to Alternative Use on Park Land, such as a vehicular / pedestrian access or utility infrastructure.
- 4.5 "Ground Lease" An agreement between the Applicant and Park Board granting a right to use Park Land for a particular purpose. It is a non-possessory interest in Park Land, meaning it gives the lessee a right, but no title or right of possession.

A Ground Lease is typically used for medium to long-term temporary Alternative Use on Park Land, such as libraries, water tanks, sports facilities, gyms and pools operated by the Applicant. A lease may include provision for extension beyond the initial term.

- 4.6 "Instrument of Agreement" A legal document which records the execution of an agreement between the Park Board and Applicant, which establishes the associated rights, obligations and duties of the parties. See section 4.1 for typical Instruments of Agreement for Alternative Use on Park Land.
- 4.7 "Interlocal Agreement for Joint Use of Facilities" An agreement between another local governmental unit and the Park Board for joint performance of functions and activities which they have the authority to perform.
 - An interlocal agreement is typically used to promote the maximum public utilization of public facilities and grounds owned by the city and other governmental units, minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer, such as the interlocal agreement with Spokane Public Schools for joint use of facilities, or interlocal agreement for the operation of Beacon Hill with Spokane County.
- 4.8 "Park Board" The Spokane Park Board established pursuant to Article V of the Spokane City Charter.
- 4.9 "Park Board Mission" The City of Spokane Parks and Recreation Division acquires, operates, enhances, and protects a diverse system of parks, boulevards, parkways, urban forest, golf courses, recreational, cultural, historical and open space areas for the enjoyment and enrichment of all.
- 4.10 "Park Property" or "Park Land" Any land or lands controlled by the Park Board pursuant to Article V, section 48 of the Spokane City Charter. Includes both developed and undeveloped lands controlled by the Park Board.
- 4.11 "Park Purposes" Physical improvements, recreational & leisure programs, or any facility or activity on Park Land which is consistent with the Park Board Mission and the goals and objectives identified in the current adopted Parks, Recreation, and Open Space Master Plan.
- 4.12 "Park Staff" Administrative staff working for the Parks and Recreation Division of the City of Spokane.
- 4.13 "Quantifiable Net-Improvement to the City Park System" or "Quantifiable Net Improvement" Specific compensation or other benefit from or by the Applicant in exchange for the right to use Park Land for an Alternative Use which, when combined with the loss of dedicated Park Land to the proposed Alternative Use, yields an overall benefit or enhancement to Park Land and/or recreational offerings for park users.

The computation of the Quantifiable Net Improvement may require the Applicant to provide to the Park Board the appraised value of the Park Property affected by the Alternative Use on Park Land, or the market value of the real property rights conveyed, which values may be considered by the Park Board to evaluate the application in the Park Board's sole discretion. Compensation appropriate to secure a Quantifiable Net-Improvement may be in the form of additional land dedication to parks, cash payment, rent payments, physical improvements to adjacent or nearby Park Land or assets, commitments to maintain park assets, etc.

For example, in exchange for a ground lease of approximately one acre of existing Park Land for a new library, the Instrument of Agreement provides the Applicant compensate the city with a dollar amount to be used for the construction of a new playground & associated appurtenances within the same park.

4.14 "Revocable License and Permit" – An agreement between the Applicant and Park Board for Alternative Use on Park Land. A revocable license and permit is typically used for short-term Alternative Use of Park Land, such as a temporary construction easement, landscaping, or a permitted encroachment on Park Land.

5.0 POLICY

- 5.1 The Park Board will consider each written Alternative Use on Park Land proposal that is submitted on a case-by-case basis and is under no obligation to approve the proposal, regardless of the proposed potential benefit to the Applicant or the City of Spokane.
- 5.2 Permission for an Alternative Use on Park Land may be granted or denied at discretion of the Park Board.
- 5.3 To initiate Park Board consideration of a proposed Alternative Use on Park Land, Applicant shall complete and submit an Application Form for Alternative Use on Park Land, together with relevant backup information and application fees, to Park Staff.
- 5.4 The Applicant shall be required to pay an application fee of \$300, intended to offset the cost for Park Staff to coordinate and review the Application Form.
- 5.5 The Applicant shall provide the necessary information in the Application Form for Park Staff and Park Board to evaluate the proposal.

- 5.6 For any Alternative Use on Park Land to be approved by the Park Board, the proposal must demonstrate that the Alternative Use on Park Land will provide a Quantifiable Net-Improvement to Park Land or a future benefit to Park Land and recreational offerings as determined by the Park Board.
- 5.7 Letters of support or opposition from neighborhood councils, stakeholders, and public affected by the proposed Alternative Use may be considered by the Park Board when considering the Alternative Use proposal.
- 5.8 Park Board may request Park Staff and their agents recommend to the Park Board specific Quantifiable Net-Improvement derived from approval of the proposal.
- 5.9 In considering whether the proposed Quantifiable Net-Improvement is acceptable, the Park Board may consider the market value of the real property rights conveyed by the proposal, including the benefit of the Alternative Use proposal to the Applicant and Applicant's property. An appraisal of this value may be required as noted in section 4.13.
 - For example, the Park Board may consider the increase in property value brought about by an easement over Park Land allowing access to a parcel of land that is otherwise inaccessible
- 5.10 The Applicant must provide the Park Board with financial assurance that all conditions of the proposed Alternative Use on Park Land can be met by the Applicant to the satisfaction of the Park Board and Park Staff.
- 5.11 The Park Board may place certain conditions on Alternative Use on Park Land approval.
- 5.12 The Alternative Use on Park Land should not compromise the ability of the adjacent remaining Park Land to function, and shall not restrict free access to the surrounding Park Land by the public, or result in potential or actual danger to public health and safety.
- 5.13 Unless otherwise agreed upon by the Park Board, the Applicant, and its successors or assigns shall be responsible for routine maintenance, daily operation, repair and replacement of improvements associated with and/or appurtenant to approved Alternative Use on Park Land.
- 5.14 Unless otherwise agreed upon by the Park Board, Alternative Use on Park Land approval may not be granted if the subject land is quantifiably environmentally sensitive, contain quantifiably unique habitat or life forms, or is classified as culturally significant due to documented historical significance, or other archaeological conditions as defined by Park Staff.

The Park Board may require the Applicant to provide to the Park Board studies or reports verifying the Park Land area proposed for Alternative Use is suitable for proposed use and does not contain quantifiably unique habitat or life forms, items of cultural significance, or geological hazards. Such study may include but not limited to phase I environmental site assessment, critical areas report, or cultural resource survey.

- 5.15 Unless otherwise agreed upon by the Park Board, an Instrument of Agreement shall not include terms which require the Park Board to fund site improvements or additional site security, or commit public funds to additional maintenance and/or capital replacement.
- 5.16 Any Alternative Use proposal for utility installation shall ensure utilities are installed underground to the maximum extent possible, unless it can be justified that an above ground installation is required, and such installation is acceptable to the Park Board, and it such installation will not interfere with the intended use and enjoyment of the Park Land.

6.0 PROCEDURE

- 6.1 The Applicant, or Applicant's representative, may or may not be required to attend the Park Board Land Committee meeting to discuss the proposal.
- 6.2 The Park Board Land Committee typically meets monthly. Park Staff will notify the Applicant of the specific meeting date, time and location the Alternative Use on Park Land proposal will be placed on the Land Committee's agenda.
- 6.3 Unless otherwise agreed upon the Park Board, all Alternative Use on Park Land proposals shall follow the below process:
 - 6.3.1 Applicant shall prepare and shall submit completed Application Form, together with any relevant backup documentation and application fees (if required) for proposed Alternative Use on Park Land. Application shall be submitted at least two weeks prior to appearing on the next regularly scheduled Park Board Land Committee meeting.
 - 6.3.2 Submitted Application Form and backup documentation shall be received & processed by Park Planning & Development Manager. Upon Receipt Park Planning & Development Manager shall distribute completed Application Form & materials to:

- i. Park Operations Director
- ii. Parks Management Team Member(s) responsible for subject property.
- iii. Park Board Land Committee
 - NOTE Staff contact information can be found online at the City of Spokane Parks Division Staff Directory.
- 6.3.3 Park Planning & Development Manager shall review the Application Form for completeness & general compliance with policy, and if determined to be complete & generally compliant with policy, shall coordinate the placement of a 'discussion item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee Meeting.
 - Prior to committee, Park Planning Manager shall route the application materials to members of parks management team potentially affected by the application for comment and input regarding the proposal.
 - ii. If additional information is needed or revisions are required, Applicant shall coordinate with Park Planning Manager as required to provide required information.
 - iii. If no Quantifiable Net-Improvement is offered by the Applicant, Park Staff may reject the application outright or request the Application Form be revised to include a net-improvement prior to Park Board Land Committee discussion.
- 6.3.4 Park Staff and/or the Applicant shall present the Alternative Use on Park Land proposal as a discussion item to the Park Board Land Committee to review the application and gather Park Board input and feedback
 - i. If during discussion the Park Board Land Committee finds the application to be generally compatible with Park Land and determines the proposal yields a Quantifiable Net-Improvement to the City Park System, the committee will authorize Park Staff to coordinate with the Applicant to refine the proposal and prepare the applicable Instrument of Agreement and required backup materials (appraisals, maps, etc.).

Any special conditions or revision required by the Park Board Land Committee may be incorporated into the proposal during preparation of agreement documentation.

- ii. If during discussion the Park Board Land Committee finds the proposal is not compatible with Park Land and/or determines the proposal is not likely to yield a Quantifiable Net-Improvement to the City Park System (as determined by the committee in its sole discretion), then the committee will instruct Park Staff to discontinue work on the proposed Alternative Use on Park Land and/or reject the application.
- 6.4 Upon completion of a proposed Instrument of Agreement, Park Staff shall coordinate the placement of an 'Action Item' for the proposed Alternative Use on Park Land on the next regularly scheduled Park Board Land Committee meeting.
- 6.5 Park Staff and the Applicant shall present the Instrument of Agreement, along with the specific Quantifiable Net-Improvement to the City Park System to the Park Board Land Committee for a vote of approval.
 - 6.5.1 If the Park Board Land Committee votes to approve the Instrument of Agreement, then the Instrument of Agreement will be placed on the agenda for the next regular meeting of the Park Board for final authorization. The Land Committee may approve the Instrument of Agreement with or without additional conditions.
 - 6.5.2 If the Park Board Land Committee votes not to approve the Instrument of Agreement, the committee chair will either instruct the Applicant to either revise and resubmit the Instrument of Agreement with requested changes or will reject the Instrument of Agreement outright.
- 6.6 Upon approval by the Park Board Land Committee, Park Staff will present the Instrument of Agreement for consideration of the full Park Board. If the Instrument of Agreement is approved by the Park Board, it will be executed by all parties, filed & recorded as required by applicable city and county policies, and take legal effect.

7.0 RESPONSIBILITIES

7.1 The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

8.1 Application Form

APPROVED E	3Y:
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_ Bob anderson	11/21/2024	
President, Spokane Park Board	Date	
Alex Scott	11/21/2024	
City Administrator	Date	
Garrett Jones	11/21/2024	
Director, Parks & Recreation	Date	
Tim Szambelan	11/21/2024	
Assistant City Attorney	Date	

APPENDIX – Application Form

Applicant Information

Application Form - Alternative Use on Park Land

The purpose of this form is to gather relevant information regarding applications proposing an 'Alternative Use' on park land owned by the City of Spokane and controlled by the Spokane Park Board. Submitted applications will be reviewed by Park Staff for completeness, and completed applications and backup materials will be reviewed on a case-by-case basis by the City Park Board to determine whether the proposed alternative use is permissible or not. Permission for an Alternative Use on park land may be granted or denied only at the discretion of the Park Board. The Park Board is under no obligation to approve proposals, regardless of the proposed potential benefit to the Applicant or the City of Spokane.

The 'Alternative Use on Park Land' policy may be viewed in its entirety using the below link

Name	
First Last	
Applicant Organization (if applicable)	_
Email	
Address	
Street Address	
Address Line 2	
City	State / Province / Region
	•
Postal / Zip Code	Country
Phone Number	
### ####	

Park Property Affected by Proposal

Site Address

sign Envelope ID: 0621409B-27E6-4A7B-9B9E-0B1309C5876D
Parcel number(s)
r droot Humber(3)
Approximate area of park property impacted by proposal
Park Name (if applicable)
Applicant to Attach a map of the approximate area of park property impacted by the proposal
Choose File No file chosen
Proposal Classification / Proposed Type of Alternative Use: Check All That Apply Access across park land – vehicular
Access across park land – pedestrian or bicycle
Utility installation – At or above ground level
Utility installation – Underground
☐ New construction – Permanent Structure
If none of the above, please describe
What is the proposed time duration for the alternative use
Temporary, <1 year
○ Temporary, >1 year, <10 years
O Perpetual
Temporary, >10 years (enter length)

Applicant Proposal for Alternative Use

Briefly describe the proposed alternate use on park land, taking care to explain why the usage of park property is required, and the intended benefits to the applicant.

ocusign Envelope ID: 0621409B-27E6-4A7B-9	39E-0B1309C5876D
Is the proposed action primarily a public use on or near park land	intended to benefit a private use on or near park land, or is it intended to benefi d, or both? (select one)
Private use	
O Public use	
O Both	
If you selected 'private' or 'both' alternative use will improve or en	to the above describe the private use proposed and describe how the proposed nhance public park function.
OR	
If you selected 'public' or 'both' to alternative use will improve or en	o the above, describe the public use proposed and describe how the proposed
Please summarize how this prop	oosal will result in a 'quantifiable net improvement' to the city's park system (no

example

Per adopted park policy, for any alternative use on park land to be approved by the Park Board, the proposal must demonstrate the Alternative Use will provide a Quantifiable Net-Improvement to Park Land, and/or recreational offerings as determined by the Park Board. If no quantifiable net improvement is offered, the application may be rejected outright or requested to be revised to include such an improvement prior to consideration by the Park Board.

cusign Envelope ID: 0621409	9B-27E6-4A7B-9B9E-0B1309C5876D
What is the appraise	ed value of the subject park land?
\$.	
Dollars	Cents
lf applicable, what is	the actimated increase in value of the applicantly preparty as a result of an approved
n applicable, what is alternative use appli	s the estimated increase in value of the applicant's property as a result of an approved
\$.	
Dollars	Cents
Will this proposal dis	splace an existing developed park use?
Yes	
O No	
If you selected "Yes	to the above, please describe the specific use(s) or facility displaced and detail the specific
	nent or compensation proposed to ensure public park functionality or access is restored and
improved by this act	ion.
Will this proposal dis	sturb or develop existing undeveloped or natural park land?
Yes	
O No	

If you selected "Yes" to the above, please describe the restoration or compensation proposed by the applicant to ensure offset the loss of free access.

e park,

This site is protected by reCAPTCHA Enterprise and the Google Privacy Policy and Terms of Service apply.

Certificate Of Completion

Envelope Id: 0621409B27E64A7B9B9E0B1309C5876D

Subject: OPR 2024-1026 ALTERNATIVE USE ON PUBLIC LAND

Source Envelope:

Document Pages: 19 Envelope Originator: Signatures: 5

Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Daniel Rose

808 W. Spokane Falls Blvd. Spokane, WA 99201

drose@spokanecity.org IP Address: 198,1,39,252

Record Tracking

Status: Original Holder: Daniel Rose

> 11/19/2024 1:28:02 PM drose@spokanecity.org

Location: DocuSign

Signer Events Signature **Timestamp Bob Anderson** Sent: 11/19/2024 1:34:47 PM Bob anderson Resent: 11/21/2024 8:03:21 AM banderson@spokanecity.org President Park Board Viewed: 11/21/2024 8:17:01 AM Security Level: Email, Account Authentication Signed: 11/21/2024 8:17:24 AM Signature Adoption: Pre-selected Style (None) Using IP Address: 174.165.140.123 **Electronic Record and Signature Disclosure:**

Accepted: 11/21/2024 8:17:01 AM ID: 7a8862ed-0000-4d54-a34b-801c91dd4987

Tim Szambelan Sent: 11/21/2024 8:17:25 AM Tim Szambelan Viewed: 11/21/2024 8:47:54 AM tszambelan@spokanecity.org Signed: 11/21/2024 8:48:15 AM Assistant City Attorney

City of Spokane Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 198.1.39.252 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

(None)

Garrett Jones Sent: 11/21/2024 8:48:17 AM Garrett Jones Viewed: 11/21/2024 11:25:13 AM gjones@spokanecity.org

Director of Parks and Recreation Signed: 11/21/2024 11:25:22 AM City of Spokane Parks Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 11:25:13 AM

ID: 861fdaf4-7315-44c5-885a-466b42668149

Alex Scott Sent: 11/21/2024 11:25:23 AM Alex Scott Viewed: 11/21/2024 2:22:17 PM ascott@spokanecity.org City Administrator Signed: 11/21/2024 2:22:53 PM

Security Level: Email, Account Authentication Signature Adoption: Pre-selected Style (None) Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 2:22:17 PM

ID: 4685fcb1-9f0b-424c-905d-7e3884f67599

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
	— ∀	•
Notary Events	Signature	Timestamp
Notary Events Envelope Summary Events	•	Timestamp Timestamps
	Signature	·
Envelope Summary Events Envelope Sent Certified Delivered Signing Complete	Signature Status Hashed/Encrypted Security Checked Security Checked	Timestamps 11/19/2024 1:34:47 PM 11/21/2024 2:22:17 PM 11/21/2024 2:22:53 PM

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Required hardware and software

required nardware and software	
Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari ™ 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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