



CITY OF SPOKANE PARK BOARD RIVERFRONT PARK COMMITTEE

4 p.m. Monday, October 6, 2025

Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:

X Gerry Sperling – Chair
X Kevin Brownlee
X Jennifer Ogden
Lindsey Shaw - Absent

Guests:

Nathan Ayala – Spokane Tribe
Cecilia Evans – Spokane Tribe
Mark Morrison – Womer &
Associates
Wayne Rogers – Womer &
Associates

Parks Staff:

Berry Ellison
Nick Hamad
Megan Kapaun
Rhett McCall
Jonathan Moog

Summary

- The Preliminary Snxw Mene? Design Review and Committee Input / Approval was presented as an action item by Nick Hamad and Cecilia Evans
- The Riverfront Park West Havermale Post Street Parking Lot Improvement action item was withdrawn and will be presented to the committee at a later date
- The AEG Presents NW Contract Amendment for Booking and Production Services was presented as an action item by Jonathan Moog
- The AXS Group LLC Contract Amendment for Ticketing Services was presented as an action item by Jonathan Moog
- A Social Media Overview Services was presented as an informational item by Regan Farmer
- The September 2025 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4:00 p.m. November 10, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:03 p.m. by committee chair Gerry Sperling.

Public comment: None

Action Items:

A. **Preliminary Snxw Mene? Design Review and Committee Input / Approval** – *Nick Hamad and Cecilia Evans* presented. In August 2024 an MOU was adopted with the Spokane Tribe of Indians to continue a design conversation for Snxw Mene?. Preliminary design concepts were presented with the goal gaining approval of the concepts in order to begin moving forward with the design process.

- **Motion #1** – Gerry Sperling moved to recommend the Preliminary Snxw Mene? Design Review and Committee Input / Approval

Kevin Brownlee seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a regular action item on the agenda for the October 9 Park Board meeting.

B. **AEG Presents NW Contract Amendment for Booking and Production Services** – *Jonathan Moog* presented. A Request for Proposal (RFP) for Concert booking, Production and Ticketing Service services was posted in August. Received bids were not able to be evaluated equitably due to confusion in the RFP. The RFP was canceled and is currently being revised. Waiting for the re-issuance of the RFP would result in foregoing the 2026 concert season. A contract extension with AEG is necessary to avoid service disruption. The AXS ticketing agreement (item C) was briefed concurrently with AEG agreement for the same reason.

- **Motion #2** – Gerry Sperling moved to recommend the AEG Presents NW Contract Amendment for Booking and Production Services

Kevin Brownlee seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the agenda for the October 9 Park Board meeting.

C. **AXS Group LLC Contract Amendment for Ticketing Services** – *Jonathan Moog* presented. This item was briefed concurrently with Item B.

- **Motion #3** – Gerry Sperling moved to recommend the AXS Group LLC Contract Amendment for Ticketing Services

Kevin Brownlee seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the agenda for the October 9 Park Board meeting.

Informational Items:

- A. Social Media Overview – *Regan Farmer* presented. Regan shared details of her role and responsibilities with the Riverfront team and the metrics used for social media and marketing reports that she provides each month.

Standing Report Items:

- A. September 2025 Operations Report –*Jonathan Moog* presented. Highlights included: 1) FallFest; 2) Skate at the Pavilion; 3) Spo-Cake; 4) A sold out Sip and Soar event ; 5) National Carousel Association recognition was received; 6) Attractions Job Fair; 7) Upcoming river fence improvement project by Avista ; and 8) Upcoming events in October.

Adjournment: The meeting was adjourned at 5:30p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. November 10, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park			Committee meeting date: September 6, 2025
Requester	Nick Hamad			Phone number: 509.363.5452
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)				
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)			Master Plan Priority Tier: (pg. 171-175)	Second Tier
Item title: (Use exact language noted on the agenda)	Preliminary Snxw Mene? Design Review and Committee Input / Approval			
Begin/end dates	Begins: 10/09/2025		Ends:	☒ 06/01/2525
Background/history: In 2016 the Park Board and Spokane Tribe of Indians worked collaboratively to rename Canada Island to Snxw Mene? (Salmon People) island in honor of the Tribes sacred connection to this place and to the Spokane River. in 2024, the Park Board approved an MOA with the Spokane Tribe, together with park staff, have worked collaboratively to develop an improvement plan for Snxw Mene? In accordance with that agreement, the Tribe and their agents have prepared a concept site plan and associated character sketches to present to the Park Board RFP committee which has been approved by Tribal leadership. This action item will present this concept to the board and request approval / comment on the proposed improvements.				
Motion wording: Motion to approve Snxw Mene? preliminary improvement plans as presented by the Spokane Tribe of Indians, including recommended Park Board comments				
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____				
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich jmoog@spokanecity.org Requester: nhamad@spokanecity.org Grant Management Department/Name: _____				
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: N/A Budget code: N/A				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Business license Expiration date: _____ ☐ Insurance Certificate				

Spokane Park Board

Briefing Paper



Committee	Riverfront			Committee meeting date: Oct 6, 2025
Requester	Jonathan Moog			Phone number: 509-625-6243
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action			
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☒ Amendment/change order ☐ Other			
City Clerks file (OPR or policy #)	OPR 2019-0560			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier	
Item title: (Use exact language noted on the agenda)	AEG Presents NW Contract Amendment for Booking and Production Services			
Begin/end dates	Begins: 01/01/2026	Ends: 10/31/2026	☐ 06/01/2525	
Background/history: AEG Presents NW LLC was selected through an RFP #4462-18 booking and productions services concerts at the US Pavilion (now Gesa Pavilion) through December 2025. Recent complications with administering a new RFP process for both a concert production company and ticketing service has the potential impact of the canceling the 2026 concert season due to the timing of booking new talent. An amendment is being sought to extend service by 10 months and define a concert minimum for the 2026 season. This action will avoid disruptions to next year's concert series and give the City more time in seeking competitive offers.				
Motion wording: Approve AEG Presents NW Contract Amendment for NW Booking and Concert Production Services				
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: AEG Presents NW LLC Name: Rob Thomas Email address: rthomas@aegpresents.com Phone: 1-720-220-9296				
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name: alindsey@spokanecity.org				
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: \$200,000 Budget code: 1400-76120-36240-54341				
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the City's A&E Roster - City of Spokane ☒ UBI: 602-638-221 Business license expiration date: 8/31/26 ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☒ Insurance Certificate (min. \$1 million in General Liability)				



City of Spokane
Parks and Recreation Department

CONTRACT AMENDMENT

**Title: CONCERT PRODUCTION AND
BOOKING SERVICES AGREEMENT**

This Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **AEG Presents NW, LLC**, a Delaware limited liability company, whose address is 216 First Avenue South, Suite 320, Seattle, WA 98104-2534 ("AEG"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Concert Production and Booking Services Agreement (the "Agreement"), dated July 15, 2019, wherein AEG agreed to provide Concert Production and Booking Services for the City of Spokane Parks and Recreation Department on the terms and conditions set forth therein; and

WHEREAS, the Agreement has been amended three times (July 31, 2022, November 17, 2023 and September 19, 2024) to reflect, among other things, an extension of the Term through December 31, 2025.

WHEREAS, further changes to the terms of the original contract, as amended, are needed, as well as an extension of time through December 31, 2026, thus, the original Agreement is formally amended and extended by this written document, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Agreement, dated July 15, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall be effective as of the date this Amendment is fully executed, and shall end October 31, 2026.

3. AMENDMENT.

This original Contract is amended to include the following:

The targeted minimum for 2026 is eight (8) Music Events.

For every show in 2026, short of the targeted minimum, the Food and Beverage Commission established in Amendment No.1 Section 5 would decrease for the Music Events in 2026 by 10% from the 50% (e.g. if only four shows are held in 2026, AEG will receive 10% Food and Beverage Commission because there is a 10% reduction per show that falls short of the target).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, the parties have executed this Contract Amendment by having legally binding representatives affix their signatures below.

AEG Presents NW, LLC

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

25-194b

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		Committee meeting date: Oct 6, 2025
Requester	Jonathan Moog		Phone number: (509) 625-6243
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☒ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)	OPR 2019-0755		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal L, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	AXS Group LLC Contract Amendment For Ticketing Services		
Begin/end dates	Begins: 01/01/2026	Ends: 12/31/2026	☐ 06/01/2525
Background/history: AXS Group LLC was selected through an RFP #4462-18 to provide ticketing service for the US Pavilion (now Gesa Pavilion) through December 2025. Recent complications with administering a new RFP process for both a concert production company and ticketing service has the potential impact of the canceling the 2026 concert season due to the timing of booking new talent. An amendment is being sought to extend service by one year and define services to be solely applicable to the Gesa Pavilion. This action will avoid disruptions to next year's concert series and give the City more time in seeking competitive offers.			
Motion wording: Approve AXS Group LLC Contract Amendment for Ticketing Services			
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: AXS Group LLC Name: Vito Laia Email address: viaia@axs.com Phone:			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: ☐ Expenditure ☒ Revenue Amount: various Budget code: various			
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Contractor is on the MRSC Roster - City of Spokane ☒ UBI: 603-424-691 Business license expiration date: ☐ W-9 (for new contractors/consultants/vendors) ☐ ACH Forms (for new contractors/consultants/vendors) ☒ Insurance Certificate (min. \$1 million in General Liability)			



AMENDMENT TO TICKETING SERVICES AGREEMENT

This Amendment to the Ticketing Services Agreement (the "Amendment") is entered into and effective as of the date of last signature below (the "Effective Date"), by and among AXS Group LLC, a Delaware limited liability company ("AXS") and the City of Spokane, a Washington state municipality ("Client"), with reference to the following facts:

WHEREAS, AXS and Client entered into that certain Ticketing Services Agreement effective June 23, 2017 (the "Agreement") whereby Client appointed AXS as its exclusive agent for providing ticketing and other services to the public with respect to all Event(s) scheduled or presented at the Venue and AXS agreed to provide certain systems and services to Client, all upon the terms and conditions set forth in the Agreement;

WHEREAS, as of the Effective Date, AXS and Client desire to amend the Agreement to (i) amend the Term of the Agreement, (ii) amend terms with respect to the Events covered under the terms of the Agreement, (iii) update the Address for Notices section of the Agreement, (iv) incorporate new terms to Attachment B of the Agreement, with respect to: fees payable to AXS for sales of tickets to Community Events (as defined below), AXS Premium Tickets, Resale Ticket sold through the AXS Platform, (v) amend the Standard Mail and Will Call Fee set forth in Attachment B, and (vi) amend the Credit Card Processing terms set forth in Attachment B of the Agreement, all in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and as of the Effective Date, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meaning ascribed such terms in the Agreement. Any reference in the Agreement to "Flash" shall be replaced with "AXS Mobile ID". In addition, the following new definitions are hereby added to the Agreement.

(a) "AXS Premium" means preferential ticket inventory designated with a distinct offer type (differentiated from Standard Tickets) on the Event and are designated to be sold at market prices dynamically determined in response to market demand which are sold at a premium face value, above the price of Standard Tickets.

(b) "Community Events" shall mean Events organized specifically for the benefit and engagement of the local community (e.g. cultural festivals, heritage celebrations, dance exhibitions, farmers markets, craft fairs, artisan events, educational workshops, public forums, charity fundraisers, volunteer fairs or service projects)."

(c) "Gross Transaction Amount" means the total, aggregate dollar amount charged to the customer for the ticket or other item sold on the AXS Platform, but excluding taxes.

(d) "Inside Charge" means a charge or fee that is included within the price of the item or Ticket or package price that is charged to the customer but is not separately broken out or displayed to the customer, which is deducted out of such price.

(e) "Net Fees" refers to the net amount of service fees or convenience fees to be shared by AXS and Client in the percentage amounts set forth below, after deduction of the

Payment Administration Fee (as defined in Section 7 below) and any minimum AXS fee owing to AXS.

(f) “Outside Charge” means a fee that is charged on top of or outside of the base or face price of a ticket sold on the AXS Platform.

(g) “Resale Tickets” means tickets to Client’s Events that are listed for resale by customers on the AXS Platform, the service fees for which AXS will share with Client pursuant to the percentages set forth below.

(h) “Standard Tickets” means regular, non-preferential ticket inventory sold on the AXS Platform.

2. Term. The Term of the Agreement as set forth in Section 1, shall be extended through and including December 31, 2026 (the “Term”). All other terms set forth in Section 1 shall remain as is.

3. Events. The definition of “Events”, as set forth in the Agreement shall be amended such that only events held at the space currently known as the Gesa Credit Union Pavillion at the Venue shall be included within the definition of Events covered under the terms of the Agreement. All other events held in spaces other than at the Gesa Credit Union Pavillion, shall be defined as “Excluded Event(s)” under the Agreement, and AXS may provide ticketing services for Excluded Event(s) on a non-exclusive basis, upon the written request by Client, at least ten (10) business days prior to the on sale of such Excluded Event(s), otherwise, AXS shall have no obligations to Client with respect to the Excluded Events.

4. Address for Notices. Notices to AXS as set forth in Section 9 of the Agreement shall be amended as follows:

“If Notice to AXS:
AXS Group LLC
110 E. 9th Street, Suite B800
Los Angeles, CA 90079
Attn: Legal Department
Email: **legal@axs.com**”

5. Community Events. Section 1 of Attachment B to the Agreement shall be amended to incorporate the following:

“Community Events. For sales of tickets to Community Events sold on the AXS Platform, AXS shall receive a fee of \$1.50 per ticket.”

6. Additional Ticket Types. Section 1 of Attachment B to the Agreement shall be amended to incorporate the following additional ticket types and the respective revenue sharing terms:

Ticket Type	Standard Rate (charged to customers)	AXS Fee/Share	Client’s Share
AXS Premium Tickets	Outside Charge: 18% of the final AXS Premium selling price Inside Charge: 5% of the AXS	60% of Net Fees	40% of Net Fees

	Premium selling price		
Resale Tickets	Seller Fee: 7.5% of the Resale Ticket price is charged to Ticket seller as an Inside Charge Buyer Fee: 25% of the Resale Ticket price is charged to the buyer	60% of Net Fees	40% of Net Fees

For avoidance of doubt, except as expressly modified in Section 5 and 6 and this Amendment, all other terms set forth in Section 1 of Attachment B of the Agreement shall remain as is.

7. Delivery and Will Call Fee. The Standard Mail Fee and Will Call Fee as set forth in Section 2 of Attachment B of the Agreement shall be deleted and amended as follows:

“For delivery of tickets via standard USPS mail fulfilled by AXS, AXS shall charge a fee of \$6.00 per order. For delivery of tickets via will call AXS shall charge a fee of \$6.00 per order, which fee shall be payable to Client.”

8. Payment Processing. Section 3(a) of the Agreement shall be deleted in its entirety and replaced as follows:

“Sales Made by AXS. For all sales of tickets to Client’s Events on AXS channels processed through AXS merchant accounts (including internet and mobile sales), AXS shall collect all transaction proceeds and shall deposit such proceeds into an account maintained by AXS, including any sales taxes owed and due. AXS will provide Client, and any resale sellers who sell tickets to Client’s Events on the AXS Platform, with payment services for such sales, including use of AXS’s merchant account, processing of credit card, debit card, digital wallets, and other payment types (e.g., PayPal) accepted on the AXS Platform, fraud reduction, and fraud-related chargeback challenge administration services in exchange for a processing, chargeback and payment administration fee in the amount of three and one tenth percent (3.1%) of the Gross Transaction Amount processed by an AXS merchant account for primary sales and three and a half percent (3.5%) of the Gross Transaction Amount processed by an AXS merchant for Resale Tickets (the “Payment Administration Fee”). Payment Administration Fees compensate AXS for merchant bank fees, gateway fees, and any other fee associated with the merchant accounts or processing of payments by AXS for transactions relative to Client’s Events pursuant to this Agreement, including the costs of disputing chargebacks and assuming the risk of loss on chargebacks for sales via the AXS merchant account.”

9. Ratification. In the event a conflict arises between this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Agreement, are in full force and effect, shall continue in full force and effect throughout the Term and are hereby ratified and confirmed by the parties.

[Signature page continues on next page]

[Signature page to Amendment to Ticketing Services Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date set forth above.

AXS GROUP LLC

By: _____

Name: _____

Its: _____

CITY OF SPOKANE

By: _____

Name: _____

Its: _____