

Agenda Item #12

Date: 10/01/2026

To: Mayor Dahlquist & City Council Members

From: Anne Butler, Parks & Recreation Director

RE: Fore Golf Contract Addendum for Seasons 2025-2028

At the September 10, 2026 work session, Fore Golf presented a proposal to remove the allowable operating expense clause for the remainder of their concessionaire agreement for the years 2025-2028. City staff recommended denial of this request and much discussion ensued about ways to ensure all parties are provided with solid revenue opportunities while reasonably controlling expenditures.

Direction given at the work session in the form of a contract addendum is before you this evening. The current contract provides an avenue for expenditures to be incurred during operations of the golf course(s) between March 1 and October 31. Weather conditions have been changing which has allowed for additional play and expenditures to run the course(s) beyond this time period. It's my recommendation an addendum allowing for additional expenses when the course operates in, for example, February or November is appropriate.

The total operating expense allowed in a year would be calculated per the existing contract, but if play exceeds 15 or more days in a single month between November and February then credit for that month would be added to the total. This calculation would be to divide the total expense allowed for that year by 8 months and add a single month's worth of credit to the total.

It is respectfully requested that the City Council approve this addendum allowing for an adjustment if/when play on our golf courses exceeds beyond March 1 to October 31. All other terms and conditions of the Golf Concessionaire Agreement will remain in force throughout the remainder of the agreement period ending December 31, 2028.

MEMORANDUM

TO: Mayor Dahlquist and City Council

FROM: Jared Johnson, City Attorney 

DATE: September 24, 2026

RE: FORE Golf Concession Agreement Addendum

I have reviewed the accompanying addendum to the agreement between the City of Pocatello and FORE Golf, Inc. I have no legal concerns with the Mayor signing said addendum if authorized to do so by the City Council.

Please contact me with any questions or concerns.

ADDENDUM TO CONCESSION AGREEMENT RENEWAL

THIS ADDENDUM TO CONCESSION AGREEMENT RENEWAL is entered into by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as “City” and FORE Golf, Inc., an Idaho corporation, referred to as “Concessionaire”;

WITNESSETH

WHEREAS, on March 2, 2023, the parties entered into a Concession Agreement Renewal “Agreement Renewal” for the period of January 1, 2024 through December 31, 2028, which agreement provides for a five-year renewal of an agreement for concession services for the Highland and Riverside Golf Courses owned by the City; and

WHEREAS, under the current Agreement Renewal, the golf courses operate March 1 through October 31; and

WHEREAS, weather has, in some years, allowed the golf courses to operate outside that period of operation; and

WHEREAS, the Agreement Renewal does not provide for credit to Concessionaire for expenses incurred if the golf courses are able to operate from November 1 through February 28.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event, either golf course is able to extend its operations prior to March 1 or after October 31 in any calendar year, additional expenditure authority will be granted by the Parks and Recreation Director, or their designee, subject to the provisions below.

2. If either golf course is open for play at least fifteen (15) days in a calendar month between November 1 and February 28, additional credit will be granted by dividing the total

operating expense permitted in that year by eight (8) and adding a month's worth of expense to the annual total.

3. Concessionaire will, by September 30 of each year, provide an accounting report of the previous year to the Parks and Recreation Director, or their designee, to verify the additional annual credit.

4. Should a golf course be open for play less than fourteen (14) calendar days in any month from November 1 through February 28, no credit shall be given. Additionally, days in separate months may not be combined to reach the fifteen (15) day threshold for credit.

5. The provisions of this Addendum shall be retroactive to the 2025 golf season and shall remain active for the duration of the Agreement Renewal.

6. All other terms and conditions of the Concession Agreement Renewal dated March 2, 2023, shall remain in full force and effect.

CITY OF POCA TELLO, a municipal corporation
of Idaho

MARK DAHLQUIST, Mayor

ATTEST:

KONNI KENDELL, City Clerk

FORE-GOLF, Inc., an Idaho Corporation

GREG ALLBRIGHT, President

JEROLD MYLER, Secretary

STATE OF IDAHO)
 :ss
County of Bannock)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Dashquist and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

STATE OF IDAHO)
 :ss
County of Bannock)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared Greg Allbright and Jerold Myler, the authorized agents for FORE-Golf, Inc., an Idaho Corporation, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____