REGULAR CITY COUNCIL MEETING
AIRPORT LEASE AGREEMENT
EXECUTIVE SUMMARY
NOVEMBER 19, 2026

Staff is recommending approval of an amendment to the lease agreement with Traders Village. Two parcels were originally leased with one parcel intended to be used for online pallet sales. Traders Village no longer intends to use that parcel or conduct online pallet sales, but have expanded their use of the second parcel to include U-Haul truck rentals. Therefore, “Section I. Premises” will be changed from 2.34 acres to 1 acre; “Section III. Purpose” will remove the reference to online pallet merchandise sales distribution facility and add U-Haul truck rentals; and “Section IV. Rental” will be changed to reflect the removal of the 1.34 acre parcel, establishing a new annual rate of $3,500 (which is payable as $291.67 per month). All other sections will remain unchanged.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney BT

DATE: October 7, 2026

RE: Lease Amendment

I have reviewed the lease amendment with Traders Village. I have no legal concerns with the Council's approval of the amendment or the authorization of the Mayor to sign it.

Please let me know if you have any questions or concerns.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND TRADERS VILLAGE FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lessee and Lessor entered into a Lease Agreement ("Lease") on January 15, 2026, to lease certain lands at the Pocatello Regional Airport for the purposes of constructing and operating a Tri-State Outdoor Concepts building and online pallet merchandise sales distribution facility; and

WHEREAS, Lessee has requested to reduce the amount of property being leased and to adjust the purposes for which the property will be utilized by Lessee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The Amendment to Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Amendment to Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of _____, 2026.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
MARK DAHLQUIST, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is entered into this ____ day of _____, 2026, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR," and WHEELS E. SHEPPARD, d/b/a TRADERS VILLAGE, herein after referred to as "LESSEE".

WITNESSETH:

WHEREAS, Lessee and Lessor entered into a Lease Agreement ("Lease") on January 15, 2026, to lease certain lands at the Pocatello Regional Airport for the purposes of constructing and operating a Tri-State Outdoor Concepts building and online pallet merchandise sales distribution facility; and

WHEREAS, Lessee has requested to reduce the amount of property being leased and to adjust the purposes for which the property will be utilized by Lessee.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. The Agreement shall be amended as follows:

I. PREMISES

Lessor hereby lets and rents to Lessee the following described real property consisting of approximately 1 acre of land. Said property is more particularly described in Exhibit "A-1" and depicted on Exhibit "B-1", attached hereto and incorporated herein.

III. PURPOSE

The premises described herein shall be used by Lessee for the purpose of constructing and operating a Tri-State Outdoor Concepts building distribution and U-Haul truck rental facility. Lessee shall obtain all appropriate building permits and all construction shall be done in a professional workmanlike manner without unnecessarily interrupting airport business and the

business of others using the airport property. All construction plans must be approved by the Airport Manager prior to commencement of construction.

Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection". Lessee's permitted use of the premises is limited to the construction and operation a Tri-State Outdoor Concepts building and online pallet merchandise sales distribution facility. No other use of the demised premises is permitted without the expressed written authorization of the Lessor. Parking and any other business needs shall only be permitted on the herein described premises, as outlined in Section I.

IV. RENTAL

For the first year of this Lease Amendment, Lessee shall pay to Lessor the annual rental sum of Three Thousand Five Hundred Dollars and 00/100 ($3,500.00), payable at the monthly rate of Two Hundred Ninety-One Dollars and 67/100 ($291.67) due on or before the 5th day of each month. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 1st day of February of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

LATE CHARGES AND INTEREST: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of

$150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

All other terms of the Lease Agreement dated January 15, 2026 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their authorized representatives the date and year first above written.

LESSOR:
CITY OF POCATELLO

_____
MARK DAHLQUIST, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

LESSEE:

_____
WHEELS E. SHEPPARD, d/b/a
TRADER VILLAGE

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 Dahlquist 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 said 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 _____, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Wheels E. Sheppard, known to me or proved to me to be the person, who executed the foregoing instrument and acknowledged to me that said individual 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: _____

EXHIBIT
tabbies
A-1

PARCEL 2
TRADERS VILLAGE
LEASE PROPERTY

A 1.00 acre rectangular shaped parcel of land located at the Pocatello Regional Airport, located in Section 15, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho more particularly described as follows:

Commencing at the East 1/4 corner of Section 15, Township 6 South, Range 33 East, Boise Meridian being marked by a Indian Allotment corner Brass Cap Monument and described in corner perpetuation and filing record, instrument 174830, of the records of Power County;

Thence North 00°08'27" East, along the east line of section 15 (Basis of Bearing per the Central Meridian of the East Zone of the Idaho State Plane Coordinate System) a distance of 425.59 feet, to a point on said section line, which bears South 00°08'27" West a distance of 2199.22 feet from the Northeast corner of section 15, marked by a 7/8" dia. rod, with a 2 ½" aluminum cap and described in corner perpetuation and filing record, instrument 174630, of the records of Power County;

Thence North 89°51'33" West, leaving said East line, a distance of 1144.82 feet to a 1/2" diameter iron pin with a plastic cap inscribed PLS 843 as depicted, on record of survey map instrument 178072 of the records of power county;

The True Point of Beginning;
Thence North 34°26'07" West, a distance of 252.17 feet, to a 1/2" diameter iron pin with a plastic cap inscribed PLS 843 as depicted on said record of survey map, to a point on the South right of way line of Interstate I-86;

Thence South 68°10'44" West, along the south right of way line of Interstate I-86, a distance of 182.56 feet;

Thence South 34°26'23" East, leaving said right of way line, a distance of 236.94 feet, to a point on the north right of way line of East County Road, (aka old Highway 30);

Thence North 72°45'06" East, along the north right of way line of East County Road, a distance of 186.47 feet, to **The True Point of Beginning.**

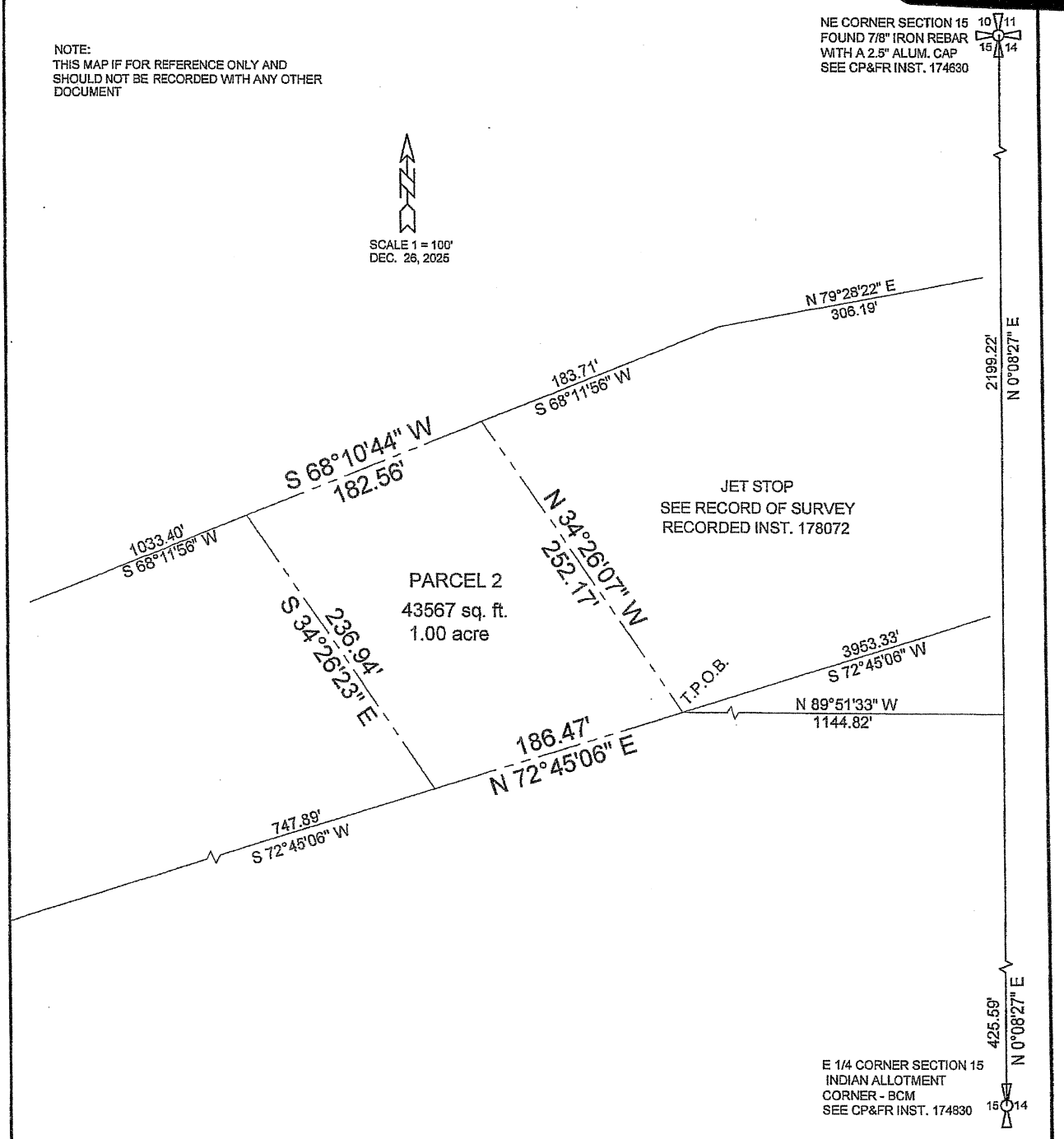
Comprising 1.00 acres, more or less.

PROFESSIONAL LAND SURVEYOR
REGISTERED
Gerald V. Evans
10342
12-26-25
STATE OF IDAHO
GERALD V. EVANS

EXHIBIT

B-1

NOTE:
THIS MAP IF FOR REFERENCE ONLY AND SHOULD NOT BE RECORDED WITH ANY OTHER DOCUMENT



PARCEL 2 Traders Village
POCATELLO REGIONAL AIRPORT
LOCATED IN
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM
POWER COUNTY, IDAHO

H:\Common\Development\Airport\2025 airport leases\carpenterhangar