

**REGULAR CITY COUNCIL MEETING  
AIRPORT CONCESSION AGREEMENT  
EXECUTIVE SUMMARY  
AUGUST 6, 2026**

Common Lands LLC has requested to place up to two (2) vending machines in the airport terminal, containing food, beverages and merchandise. Staff recommends entering into a concession agreement for a period of two (2) years. For the first six (6) months of the term, while demand is being analyzed, the concession fee will be \$1.00. After six (6) months, the concession fee will be 7% of gross revenue above \$400.00 per month.

## **MEMORANDUM**

**TO:** City Council and Mayor  
**FROM:** Brian Trammell, Deputy City Attorney  
**DATE:** June 9, 2026  
**RE:** Concession License Agreement

I have reviewed the concession license agreement with Common Land, LLC. I have no legal concerns with the Council's approval of the agreement or the authorization of the Mayor to sign it.

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

## CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the CITY OF POCA TELLO, a municipal corporation of Idaho, hereinafter referred to as “City”, and COMMON LAND, LLC, a limited liability company of Idaho, hereinafter referred to as “Concessionaire”.

WITNESSETH:

WHEREAS, the City owns and operates the Pocatello Regional Airport; and

WHEREAS, the Concessionaire has requested to place vending machines in the airport terminal for the purpose of providing a service for the community as well as for generation of profits via sale of product; and

WHEREAS, the City and Concessionaire now jointly desire to allow the Concessionaire permission to place no more than two (2) vending machines in the Pocatello Regional Airport terminal, under the sole oversight, operation and liability responsibility of the Concessionaire, to the mutual benefit of both parties, and under terms and conditions of a Concession License Agreement.

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 agree as follows:

1. Grant of Concession. The City does grant to the Concessionaire the right, and the Concessionaire does accept from the City the right, to operate beverage and snack vending machines at the site known as the Pocatello Regional Airport, located at Power County, Idaho. The specific location shall be designated by the Airport Manager.

2. Purpose. The Concessionaire agrees to sell canned and/or bottled beverages, snacks, candy, and other such refreshments at the vending machines for the purpose of providing

concessions to patrons utilizing the Pocatello Regional Airport and providing additional revenue for the City of Pocatello. Specific canned and/or bottled beverages, snacks, candy, and other such refreshment items sold shall be at the discretion of the Concessionaire, except that vending/sale of alcoholic beverages of any type is prohibited.

3. Term. The term for this Agreement shall be for two (2) years commencing September 1, 2026, and terminating on August 31, 2028, unless sooner terminated as otherwise provided. Concessionaire shall have the right to renew this Agreement, provided the terms of the renewal can be agreed upon between the parties.

4. Compensation to be paid to the City. For the first six (6) months of this Agreement, commencing September 1, 2026, and terminating February 28, 2027, Concessionaire shall pay to City the monthly sum of One Dollar (\$1.00), which sum is payable on or before the 5<sup>th</sup> day of the month. After the initial six (6) month trial period, a minimum rate of seven percent (7%) of gross sales above four-hundred dollars (\$400) per month, shall be established as the new rental rate. If gross sales are less than four-hundred dollars (\$400) per month, no compensation shall be due for that month. Concessionaire shall provide an accounting of the gross sales to the Airport Manager on the 1<sup>st</sup> day of the month for the previous month's sales in order to determine the rental rate. For each succeeding month of this Agreement, the sum is payable on or before the 5<sup>th</sup> day of the month and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

5. Vending Machine Equipment and Electrical System Retrofits. The License granted hereunder provides the right for the Concessionaire to manage vending machine operations at the Pocatello Regional Airport. Operational oversight and liability for vending machines shall be the sole responsibility of the Concessionaire, including but not limited to, purchase and stocking of vending machine product, maintenance of vending machines and/or machine cages, vandalism

of vending machines and/or machine cages, loss of money by patrons, servicing of inoperable vending machines. Concessionaire shall be financially responsible for all retrofitting of existing electrical system and plug outlets needed to accommodate vending machines electrical demands. Electrical system work shall be completed by a licensed contractor and under the supervision of Airport Staff. Said electrical work renovations and improvements shall become the property of the City upon the termination of this Agreement. Vending machines shall remain the property of the Concessionaire upon the termination of this Agreement. The Concessionaire agrees to return the premises and fixtures, furnishings, and equipment not owned by the Concessionaire to the City in a condition as good as, or better than, when accepted by the Concessionaire, reasonable wear and tear excepted therefrom.

6. Sanitation and State of Idaho Health Department Approval. The Concessionaire shall keep the vending machine areas in a clean, sanitary, and orderly condition and conduct the vending concession strictly in accordance with the requirements of the State of Idaho Health Department. Concessionaire shall provide and keep current documentation of State of Idaho Health Department approval for vending machine operations.

7. City's Right to Maintain Premises. The City reserves the right to enter upon the vending machine areas at any reasonable time in order to ensure compliance with the terms of this Agreement. The City reserves the right to inspect, investigate, and survey the vending machine concession premises as deemed necessary, and reserves the right to do any and all work of any nature necessary for preservation, maintenance, and operation of the premises. The Concessionaire shall be liable for all expenses incurred by the City for work done by the City in order to preserve, maintain, and operate the vending machine concession premises when such work is the result of the Concessionaire's negligence or non-compliance with the terms of this Agreement.

8. Utility Service Payments. The City agrees to pay electricity fees in conjunction with vending machine operations. The Concessionaire shall be responsible for any other utility fees in conjunction with vending machine operations, including but not limited to internet connection fees or any other connectivity fees.

9. Compliance with Laws. The Concessionaire shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances.

10. Hold Harmless. To the extent permitted by Idaho law, each party shall be responsible for the acts and omissions of its own officers, employees, and agents arising out of the performance of this Agreement. Nothing in this Agreement shall be construed as (a) an assumption by the City of the other party's liability, (b) an agreement by the City to indemnify, defend, or hold harmless any other party, or (c) a waiver of any immunity, limitation of liability, or other protection available to the City under Idaho law.

Concessionaire agrees to defend, indemnify, and save City, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Concessionaire, its agents, servants, invitees, officers, and employees, in connection with this Agreement.

11. Insurance. In order to effectuate the foregoing indemnification provisions, Concessionaire shall maintain insurance coverage as follows:

A. Concessionaire shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City of Pocatello shall be named as an additional insured or be acknowledged by Concessionaire's insurance carrier as a covered entity under the terms of said policy. Moreover, Concessionaire is required to put its surety on

notice, that said surety may not change or cancel the existing insurance policy with Concessionaire without first giving the City of Pocatello, at least thirty (30) days written notice.

B. Concessionaire may purchase personal property insurance in an amount sufficient to insure any and all Concessionaire's personal property which might be used in Concessionaire's operation of the business or which might be present at the Pocatello Regional Airport terminal. Concessionaire understands that the City does not provide insurance coverage for Concessionaire's personal property or equipment.

C. If applicable, the Concessionaire shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 10 "Hold Harmless." Concessionaire's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

12. Destruction of Premises. In the event the structures and facilities are destroyed, this Agreement shall be deemed to be terminated.

13. Delivery and Removal of Vending Machines and/or Site Work. The Concessionaire shall coordinate and schedule access to the Pocatello Regional Airport terminal for all deliveries and removals of vending machines, and or any site work completed by the Concessionaire or approved contractor, with the Airport Manager or designee. Concessionaire shall, at a minimum,

notify the City at least one (1) week in advance of vending machine deliveries, removals, and/or site work.

14. Staffing. The Concessionaire shall operate the vending machine personally or shall employ sufficient and qualified personnel to operate the vending machines in a businesslike manner.

15. Exclusivity. The Concessionaire understands and agrees that Concessionaire does not have exclusive rights to operate vending machines at the Pocatello Regional Airport and the City may allow other vending machines to be on the premises.

16. Concessionaire's Independent Contractor Status. It is understood and acknowledged by the parties that the relationship of the Concessionaire to the City is that of an independent contractor. The Concessionaire shall have no authority to employ any person as an employee or agent for or on behalf of the City for any purpose. Neither the Concessionaire nor any person engaging in any work relating to this concession at the request of or with the consent of the Concessionaire shall be deemed an employee or agent of the City, nor shall any such person or persons represent himself, herself, or themselves to others as an employee or agent of the City.

When ordering any goods or services for the vending machine operations, the Concessionaire shall place such order in its own name or business name and not in the name of the City. The Concessionaire shall notify its vendors of the independent relationship between the parties to this Agreement and shall advise its vendors that the Concessionaire is solely responsible for the goods or services purchased.

17. Non-Assignment. This Agreement shall not be assigned in whole or in part nor shall the concession premises or any part thereof be sublicensed, nor shall any right or privilege herein granted to the Concessionaire be sold, transferred or assigned.

18. Modifications of License. This Agreement sets forth all of the agreements between the parties hereto, and no change, modification, or amendment thereof shall be valid and binding unless set forth in writing and signed by the City and by the Concessionaire.

19. Termination for Breach or Default.

A. If, in the judgment of the City, the Concessionaire breaches or is in default of any term of this Agreement, the City shall give the Concessionaire written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the Concessionaire fails or refuses to remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the City may terminate this Concession License Agreement. If such breach or default is incapable of being remedied, the City may terminate the Concession License Agreement granted herein upon written notice to Concessionaire of the breach or default.

B. If, in the judgment of the Concessionaire, the City breaches or is in default of any term of this Concession License Agreement, the Concessionaire shall give the City written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the City fails or refuses to remedy such unsatisfactory performance or default within fifteen (15) days after receipt of said notice, the Concessionaire may terminate this Agreement upon written notice to the City or may seek whatever remedy is available at law or in equity.

20. Non-Waiver of Breach. The waiver by either party of any breach by the other party of any provision contained in this Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same. The acceptance of any payment by the City shall not be deemed to be a waiver of any prior occurring breach by the Concessionaire regardless of knowledge by the City of such prior existing breach at the time of accepting such payment.

21. Notice. All notices required under this Agreement shall be made in writing and shall be deemed served when delivered personally or when deposited in the United States Mail with adequate postage to the following addresses:

TO THE CITY:

Airport Manager  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205-4169

TO THE CONCESSIONAIRE:

Common Land, LLC  
Thomas Landon, Owner  
12 Colgate Street  
Pocatello, ID 83201

22. Release and Relinquishment. Notwithstanding the terms of Section 3 above, either party may, at any time, terminate this Agreement upon giving sixty (60) days written notice to the other party. Thereupon, neither City nor Concessionaire shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section 4 herein up to and including the date of termination.

23. Writing is Entire Agreement. This Agreement constitutes the entire agreement between the parties. No evidence of any prior or contemporaneous agreements, written or oral, may be used to modify the express terms of this writing.

24. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

25. Severability. That if any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

26. Corporate Authority. Any individual or individuals executing the within document on behalf of any corporation which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such

authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

27. Attorney's Fees Upon Breach. In the event it becomes necessary for either party to enforce the terms of this agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the parties hereto have executed this Concession License Agreement by and through their authorized representatives the day and year first above written.

CITY OF POCA TELLO, a  
municipal corporation of Idaho

\_\_\_\_\_  
MARK DAHLQUIST, Mayor

ATTEST:

\_\_\_\_\_  
KONNI KENDELL, City Clerk

CONCESSIONAIRE

COMMON LAND, LLC

\_\_\_\_\_  
THOMAS LANDON, Owner

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, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing at: \_\_\_\_\_

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 Thomas Landon, known to me to be owner of Common Land, LLC, who executed the foregoing instrument.

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 at: \_\_\_\_\_

My commission expires: \_\_\_\_\_