

MEETING AGENDA
CITY OF POCATELLO
POCATELLO DEVELOPMENT AUTHORITY
OCTOBER 15, 2025 – 11:00 AM
COUNCIL CHAMBERS | 911 N 7TH AVENUE

In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; 208.234.6248; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

In the event this meeting is still in progress at 12:00 p.m., a ten-minute recess may be called.

- 1. CALL TO ORDER, ROLL CALL, DISCLOSE CONFLICTS OF INTEREST AND ACKNOWLEDGMENT OF GUESTS.**
- 2. ACTION ITEM: REIMBURSEMENT REQUEST NO. 1 BY BANNOCK DEVELOPMENT CORPORATION FOR THE AIRPORT URA CREST DEVELOPMENT PLAN FEASIBILITY STUDY.** The Board may wish to approve the reimbursement request no. 1 by Bannock Development Corporation for the Airport URA CREST Development Plan Feasibility Study project.
- 3. ACTION ITEM: MEETING MINUTES.** The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes held September 17, 2025, and the minutes of the special joint work session held October 2, 2025, and to approve the minutes as presented.
- 4. ACTION ITEM: MONTHLY FINANCIAL REPORT, EXPENSES AND REIMBURSEMENTS.** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- 5. ACTION ITEM: PDA ELECTIONS OF CHAIR AND VICE CHAIR.** The Board may wish to elect a Chair and Vice Chair for the next fiscal year.
- 6. ACTION ITEM: POCATELLO QUINN LLC – IRG OWNER PARTICIPATION AGREEMENT (OPA) NO. 3 IN THE NAVAL ORDINANCE PLAN (NOP) URBAN RENEWAL AREA (URA) BY RESOLUTION NO. 2025-7.** The Board may wish to review, approve, and execute the Pocatello Quinn LLC – IRG OPA No. 3 by Resolution 2025-7 in the NOP URA .
- 7. ACTION ITEM: REIMBURESMENT REQEUST NO. 1 BY MILLENIUM GROUP FOR THE NORTHGATE URA.** The Board may wish to review and discuss the reimbursement request by Buck Swaney of the Millennium Group
- 8. CALENDAR REVIEW.** The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
- 9. ADJOURN MEETING.**

Action Item 2

Bannock Development Corporation
Reimbursement Request No. 1

From: [McLane, Brent](#)
To: [McCulla, Aceline](#)
Subject: FW:
Date: Thursday, October 16, 2025 3:43:41 PM

From: Brent McLane <brent.mclane@live.com>
Sent: Thursday, October 16, 2025 3:42 PM
To: McLane, Brent <bmclane@pocatello.gov>
Subject:

SECURITY WARNING - This email was sent from outside of the City of Pocatello's email system. DO NOT OPEN links or attachments from unknown senders.



MiaCate,

Thank you, we can now see your incoming wire for \$65,000.

Theresa Y. Cole

Pendulum | Controller

1512 Holmes Street, Kansas City, MO 64108

O: 816.335.3030 | D: 816.399.5249

accounting@pendulumkc.com | pendulumkc.com

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you have received this email in error, any review, use, dissemination, distribution, or copying of this email is strictly prohibited. Please notify the sender immediately by return email and delete all copies from your system.

Pendulum Studio LLC

1512 Holmes Street
Kansas City, MO 64108
+18163353030
accounting@pendulumkc.com
www.pendulumkc.com



INVOICE

BILL TO
MiaCate Kennedy
Bannock Development Corp
1001 N &th Ave Ste 250
Pocatello, ID 83201

INVOICE 241074-03
DATE 07/15/2025
TERMS Net 30
DUE DATE 08/14/2025

PROJECT NAME/NUMBER
Pocatello CREST Dev

DESCRIPTION	AMOUNT
Pocatello CREST Financial Feasibility Study for Mixed-Use Complex Adjacent to Regional Airport	65,000.00
BALANCE DUE	\$65,000.00



Market Analysis

**Convention, Recreation, Entertainment, Sports & Travel;
C. R. E. S. T.**

Pocatello, Idaho

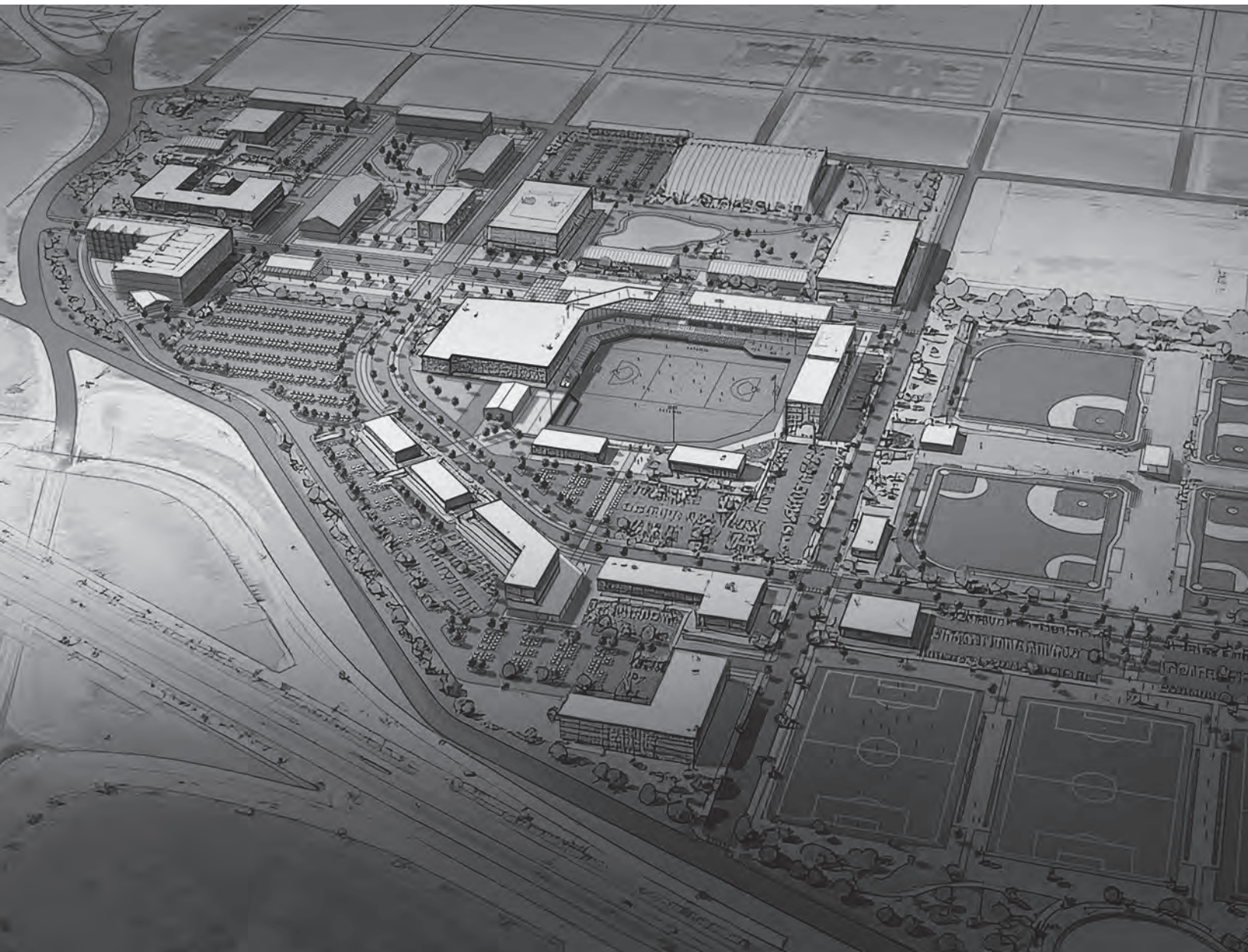






TABLE OF CONTENTS

Executive Summary

- 1 Market Overview and Analysis**
- 2 Existing Facilities & Missed Opportunities**
- 3 Comparative Venue Models & Market Positioning**
- 4 Market Justification**
- 5 Economic Impact and Regional Benefit**
- 6 Event and Market Attraction Strategy**
- 7 Commercial Partnerships & Revenue Generation**
- 8 Addressing Criticisms**
- 9 Implementation Strategy and Phasing**
- 10 Conclusion and Strategic Opportunity**

Appendix A: Detailed Background Information

Executive Summary

The proposed mixed-use development in Pocatello, ID, as analyzed by Pendulum and Neumann & Associates, LLC, aims to reposition the city as a regional hub for amateur sports tourism, large-scale events, and destination travel. The project envisions a comprehensive development that addresses existing facility limitations, taps into unmet market demand, and generates significant economic benefits for the region. The development program includes office and retail space, market-rate multifamily housing, a destination hotel, an expo center, and a youth sports complex.



This ambitious project, strategically located adjacent to the Pocatello Regional Airport, is designed to serve as a catalytic force, fundamentally redefining the city's economic landscape and its prominence as a regional hub for amateur sports tourism, large-scale events, and multi-faceted destination travel. The development's strategic intent goes far beyond conventional real estate; it seeks to cultivate a vibrant ecosystem that fosters year-round economic activity, enhances community quality of life, and elevates Pocatello's regional and national standing. The full buildout of all phases is projected to be completed by 2030, with a significant first phase slated for completion as early as 2028, ensuring timely market entry and early revenue generation.

Building Program Overview

The proposed development encompasses a diverse and synergistic mix of building programs, each component meticulously designed to address identified market demands and contribute to the overall vibrancy and economic viability of the destination:

Office Space: A significant 40,000 square feet of modern professional and creative workspace will be developed. This space is strategically designed to attract regional businesses, startups, and satellite offices seeking contemporary, collaborative environments. Its integration within a dynamic mixed-use complex will offer a unique draw for companies aiming to establish a presence in a growing economic hub, benefiting from shared amenities and increased foot traffic.

Retail Space: Comprising 65,000 square feet dedicated to diverse shops, compelling food & beverage establishments, and essential visitor services. This retail core will be thoughtfully curated to serve the needs of both local residents and the substantial influx of tourists attracted by the development. The tenant mix will strategically blend recognizable national brands with unique local businesses, offering everything from quick-service convenience and specialized sports apparel to local artisan goods and a wide array of dining options that enhance the overall destination experience.

Multifamily Housing: The inclusion of 99 market-rate apartment units is a direct response to the escalating regional housing demand. These modern living options will cater to a growing workforce, young professionals, and families, contributing significantly to the live-work-play environment that defines modern urban developments. These units will appeal to individuals seeking convenience, contemporary amenities, and immediate access to the development's vibrant offerings.

Hotel: A cornerstone of the development, the destination hotel is envisioned to support the burgeoning demand from overnight visitors, traveling sports teams, and event attendees. The master plan anticipates approximately 300–360 total rooms distributed across three distinct hotel concepts (e.g., a full-service hotel for leisure and business, a select-service option for value-conscious travelers, and an extended-stay hotel for longer visits). With projected average occupancy rates of 70–75%, these hotels are forecast to generate between 80,000–100,000 annual room nights, contributing over \$1.2 million in annual lodging tax revenue, thereby providing a significant boost to the local tax base.

Expo Center: A versatile, enclosed event space designed with multi-functional capabilities to host convention meetings, competitive hockey, basketball tournaments, and large-scale public events. This facility will feature highly flexible configurations, state-of-the-art rigging for diverse productions, advanced acoustic engineering, and ample breakout spaces. This design will accommodate a wide spectrum of events, from professional trade shows and consumer expos to major concerts and significant community gatherings, positioning it as a premier regional venue.

Youth Sports Complex: A premier regional sports destination, the complex will feature 4 youth fields, 3 integral softball fields, and 3 soccer pitches. The centerpiece will be a multi-sport feature field, capable of accommodating a diverse array of sports including soccer, lacrosse, football, softball, and baseball. Crucially, this signature field will also be designed to host major concerts and large-scale festivals, ensuring its utility as a true multi-use asset that maximizes revenue opportunities beyond traditional sports seasons.

Idaho State University Satellite Campus: A critical component of Phase Two development, this satellite campus will introduce specialized programming for sports medicine and sports management curriculum. This academic integration will offer unparalleled opportunities for students to gain hands-on experience within a live sports and event environment. Furthermore, the campus will feature facilities where Idaho State University basketball teams can practice and play, fostering a strong, symbiotic connection between the university and the development, enhancing both academic and athletic profiles.

Family Entertainment Anchor: An amenity designed in the vein of a “Great Wolf Lodge” is desired to serve as a significant tourism driver. This family-focused resort, potentially featuring an expansive indoor waterpark and other engaging attractions, is specifically designed to draw traveling families from within a five-hour drive radius. It provides a compelling reason for extended stays, transforming quick trips into multi-day vacations. This anchor will also serve as an attractive component for business and religious conventions and trade shows seeking an engaging and family-friendly environment for attendees and their accompanying families.

This project represents more than a mixed-use development, it's an opportunity to reposition Pocatello as a regional hub for amateur sports tourism, large-scale events, and destination travel. The existing MEC facility is no longer enough to meet community expectations or regional demand. Residents want expanded access to hockey, baseball, soccer, concerts, and conventions. Meanwhile, traveling sports families across the Mountain West are looking for new destinations that combine competition with vacation.

The proposed development, anchored by a multi-sport complex, expo center, hotel, and supporting retail, positions Pocatello to fill a long-standing void in the regional market. While local population growth, household income, and housing trends support the project fundamentals, it's the regional tourism pull that will drive stay-over demand.

With convenient proximity to Yellowstone, Jackson Hole, Sun Valley, and Park City, Pocatello is uniquely situated to offer families a weekend tournament and a national park experience in a single trip. Teams from Utah, Montana, Eastern Washington, and all corners of Idaho are already traveling for tournaments, and this project gives them a reason to stop here.



1

Market Overview & Visitor Analysis

Pocatello's strategic proximity to iconic leisure destinations, combined with accessible transportation and competitive costs, uniquely positions it to attract sports tourists seeking to pair tournament events with family vacations, generating significant visitor spending and economic impact.

Strategic Regional Access

Pocatello's location offers a strategic edge in the Intermountain West, just 2 to 4 hours from top destinations like Yellowstone, Jackson Hole, Park City, and Sun Valley. This proximity aligns with a growing trend in sports tourism, where 30% to 40% of families extend tournament travel into leisure trips. The result is a unique "competition plus adventure" appeal that sets Pocatello apart from cities like Boise, Salt Lake, or Idaho Falls by offering a more complete and memorable travel experience.

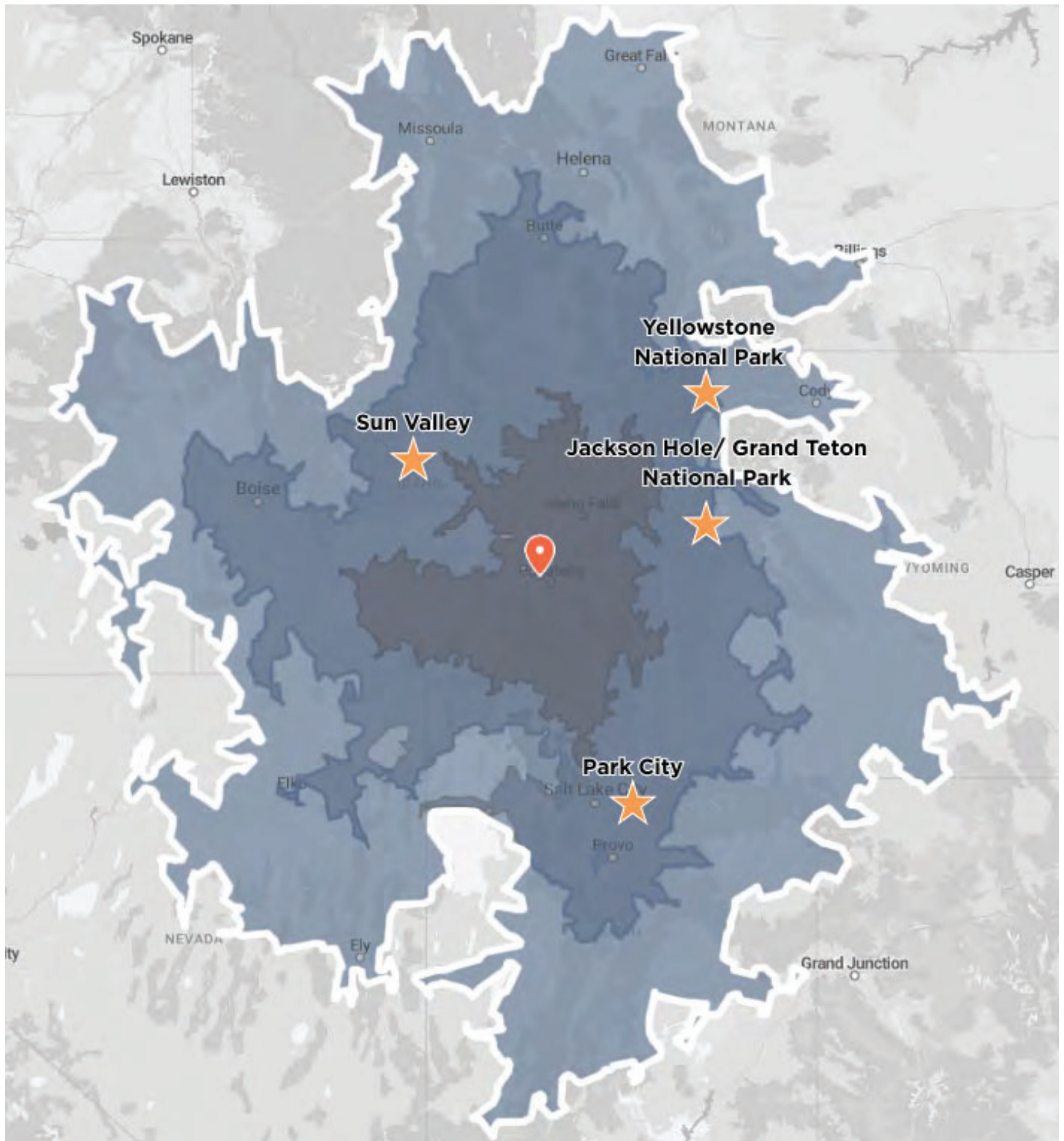


Travel Corridor

The ability to blend competitive sports with world-class leisure is a major draw for modern traveling families. Pocatello's strategic location capitalizes on this desire. Many families already invest time and money into sports travel; the chance to combine this with a visit to a national park or renowned ski resort greatly increases the value of a tournament destination. This is not just a convenience but a powerful marketing tool. Event organizers can promote Pocatello as a gateway to adventure, appealing to families seeking to maximize their travel. This integrated approach elevates Pocatello's appeal beyond its facilities, positioning it as a destination offering more than just games and offers a memorable family experiences.

Pocatello sits at the strategic center of a well-connected regional travel corridor, granting it the inherent ability to attract teams and event attendees within a substantial 4 to 6 hour drive radius. This extensive catchment area encompasses major population centers such as Salt Lake City, Utah (approx. 2.5 hours), Boise, Idaho (approx. 3.5 hours), Twin Falls, Idaho (approx. 1.5 hours), Idaho Falls, Idaho (approx. 1.5 hours), Ogden, Utah (approx. 2 hours), and Logan, Utah (approx. 1.5 hours). Furthermore, this range includes numerous smaller but highly active sports communities across southern and southeastern Idaho, western Wyoming, and northern Utah.

The added benefit of the Pocatello Regional Airport (PIH) provides crucial air access for teams, officials, and attendees from more distant areas, broadening the city's draw without over-reliance on long-distance road travel. These combined access points—robust highway networks and direct air links—make Pocatello an exceptionally viable host city for regular tournament play, multi-day signature events, and various conventions. The city's appeal extends beyond mere geography; it's the profound potential for synergy—a sports event hosted here is not just a competition, but a launching pad for enriching vacations to world-renowned natural wonders, fostering a dynamic and recurring visitor base.



Detailed City Lists

Drive radii by coverage:

Idaho - Complete coverage

Utah: Northern and central regions

Wyoming: Western regions including Yellowstone

Montana: Southern and western regions

Nevada: Northern regions

Washington: Eastern regions

Oregon: Eastern regions

Cities Within 4-Hour Drive Radius (Core Market):

Population Access: Approximately 2.5 million people

Tournament Viability: Excellent for weekend tournaments

Travel Convenience: Day trips possible for some locations

Key Markets: Salt Lake City metro area provides largest population base

Boise, Idaho - Major metropolitan area, state capital

Bozeman, Montana - University town, growing population

Butte, Montana - Historic mining city

Cody, Wyoming - Gateway to Yellowstone, tourist destination

Elko, Nevada - Regional hub for northeastern Nevada

Grand Teton National Park, Wyoming - Major tourist destination

Idaho Falls, Idaho - Regional commercial center

Jackson, Wyoming - Premium tourist destination, affluent community

Logan, Utah - University town (Utah State University)

Ogden, Utah - Major metropolitan area

Provo, Utah - University town (Brigham Young University)

Rock Springs, Wyoming - Regional hub for southwestern Wyoming

Salt Lake City, Utah - Major metropolitan area, state capital

Twin Falls, Idaho - Regional commercial center

West Yellowstone, Montana - Tourist gateway community

Yellowstone National Park, Wyoming - Major tourist destination



Market Potential Assessment

Cities Within 5-Hour Drive Radius (Extended Market):

Population Access: Approximately 3.2 million people

Tournament Viability: Good for 2-3 day tournaments

Travel Patterns: Overnight stays likely required Key Markets:

Billings and Missoula add significant Montana coverage

Billings, Montana - Largest city in Montana

Casper, Wyoming - Major city in central Wyoming

Helena, Montana - State capital

Missoula, Montana - University town (University of Montana)

Richland, Washington - Part of Tri-Cities area

Cities Within 6-Hour Drive Radius (Regional Market):

Population Access: Approximately 4.1 million people

Tournament Viability: Suitable for major regional championships - Travel Patterns: Multi-day stays expected

Key Markets: Spokane provides access to eastern

Washington/northern Idaho

Bend, Oregon - Popular outdoor recreation destination

Cheyenne, Wyoming - State capital, largest city in Wyoming

Coeur d'Alene, Idaho - Resort destination, northern Idaho

Great Falls, Montana - Major city in north-central Montana

Kalispell, Montana - Gateway to Glacier National Park

Spokane, Washington - Major metro area

St. George, Utah - Growing metrop area

Limitations and Considerations

Drive Time Variations: Actual drive times may vary based on weather, road conditions, and traffic

Seasonal Factors: Winter driving conditions may effectively reduce accessible radius

Population Estimates: Figures are approximate and based on metropolitan area populations

Competition Analysis: Other sports facilities in the region may affect market capture

The drive radius analysis demonstrates strong market potential for a sports facility in Pocatello, Idaho. The 4-hour radius provides access to major population centers including Salt Lake City, Boise, and several university towns. The extended 5-6 hour radius significantly expands market reach to include major cities in Montana, Wyoming, and eastern Washington.

Amateur Sports Tourism

The amateur sports tourism industry represents a formidable and continually expanding market segment, currently valued at over \$48 billion annually (adjusted for 2025 dollars). This robust sector accounts for more than 175 million traveler visits and generates an astounding 66.5 million hotel nights each year across the United States, as per the Sports Events & Tourism Association (Sports ETA). The sheer scale of this industry underscores the immense economic potential for cities capable of hosting such events.

Pocatello is strategically poised to capture a significant and growing share of this market by offering a compelling alternative to often overbooked and more expensive urban centers. Many major metropolitan areas face challenges with venue availability, scheduling conflicts, and high accommodation costs, which can deter tournament organizers and families. Pocatello, with its fewer scheduling conflicts, highly competitive and affordable accommodations, and unparalleled access to iconic natural wonders, provides a clear and attractive option for tournament organizers and traveling families seeking a high-quality, value-driven destination.

For a weekend tournament hosting 500 athletes, this translates into nearly 1,400 total visitors generating well over \$350,000 in direct local spending per event, making it a powerful and recurring revenue stream for the local economy. This combination makes Pocatello a desirable location that offers both top-tier athletic facilities and unique recreational opportunities, ensuring a memorable experience for all visitors and a consistent economic uplift for the region.

Visitor Profile

Understanding the typical visitor profile and spending behavior is crucial for quantifying the economic opportunity presented by amateur sports tourism in Pocatello. Based on national sports tourism benchmarks, rigorously adjusted for 2025 dollars to ensure relevance and accuracy, the following assumptions and breakdowns apply:

Travel Demographics and Duration of Stay

Average Travel Party: An average travel party accompanying an athlete consists of 2.8 people per athlete. This typically includes the athlete, their primary parents or guardians, and often siblings or other family members. These groups travel together for the duration of the event, prioritizing convenience, shared experiences, and cost-effectiveness. Their compact size makes them ideal for bundled travel and accommodation packages.

Average Stay: The average stay for a tournament participant and their group is estimated at 2.7 nights per tournament. This duration is strategically significant as it extends beyond just competition days, allowing for multi-day formats, accommodating travel time, and offering families a chance to explore local attractions before or after events. This extended stay directly correlates with increased local spending.

Visitor Days per Event: For a tournament hosting 500 athletes, the total visitor days generated is significant: $500 \text{ athletes} \times 2.8 \text{ people/athlete} \times 2.7 \text{ nights} = 3,780 \text{ visitor days}$. This metric highlights the volume of activity and the extensive engagement with local businesses generated by each major event at the C.R.E.S.T. Destination. These visitor days form the foundation for direct economic impact calculations.

Understanding the Sports Tourism Visitor

Who Travels with the Athlete?

Average Travel Party = 2.8 People



Parent /
Guardian



Athlete



Sibling or
Family Member

Compact, family-based groups are ideal for bundled lodging and travel packages.

Length of Stay

Average Stay = 2.7 Nights



Day 1
Arrival +
Check-in



> Day 2
Competition



> Day 3
Competition
+ Leisure



> Day 4
Exploration
+ Departure

Extra time beyond events supports local tourism and increases spending.

Visitor Days Per Event

Economic Multiplier Effect = 3,780 Visitor Days

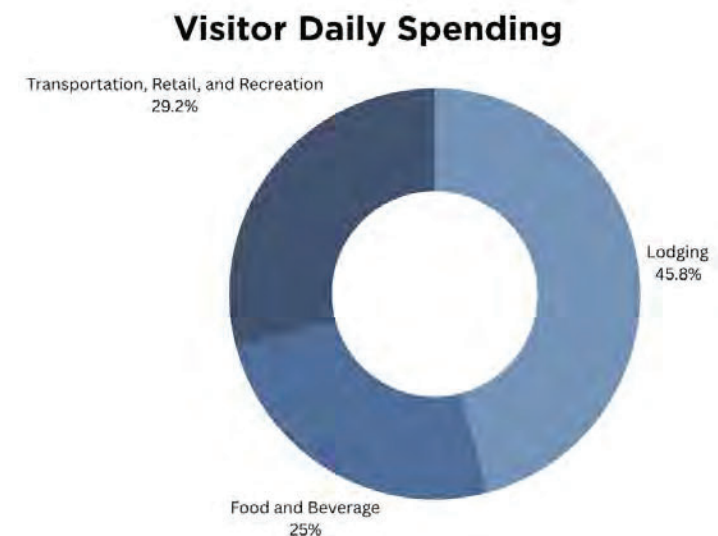
Daily Spending Projections

The daily spending patterns of sports tourists are diverse and impactful across various economic sectors:

Lodging: An estimated \$55 per person per day is allocated to lodging. This encompasses expenditures on hotel stays, short-term rentals (such as Airbnb or VRBO), and other temporary accommodations within the Pocatello area. The strategic availability of multiple on-site hotels within the C.R.E.S.T. Destination will capture a significant portion of this spending directly, while spillover demand will commensurately benefit existing local lodging options throughout the city and surrounding region, boosting overall hotel occupancy rates.

Food & Beverage: An estimated \$30 per person per day is dedicated to food and beverage. This broad category covers a wide range of expenditures, including meals at full-service restaurants, quick-service dining options, snacks and drinks purchased from concessions within the sports complex, and any catering services utilized for team functions or private events. Tournament schedules often dictate a high demand for convenient, accessible, and diverse dining choices, ensuring consistent revenue for F&B establishments.

Transportation, Retail, Recreation: This broad and impactful category accounts for an estimated \$30–\$40 per person per day. It encompasses essential travel-related costs such as fuel for those driving to and from Pocatello, local transportation expenses (e.g., ride-shares, local shuttles, car rentals), and a significant portion allocated to discretionary spending. This includes purchases at retail establishments (ranging from souvenirs and local artisan goods to sporting equipment and everyday necessities), and spending on recreational activities outside of the main event (e.g., local entertainment venues, exploring public parks, movie theaters, or any specialized attractions within the



Spending Impact

Direct Spending Impact per Tournament

Based on these projected daily spending estimates, it is evident that a single well-attended tournament has the capacity to generate substantial direct economic activity within the local economy:

• **Minimum Direct Impact: 3,780 visitor days × \$115/day = \$434,700**

• **Potential Direct Impact: 3,780 visitor days × \$125/day = \$472,500**

According to recent national estimates from the Sports Events & Tourism Association (Sports ETA), sports travelers in the United States spend an average of \$105–\$125 per person per day, with variations depending on event size, location, and available amenities. The U.S. amateur sports tourism industry alone exceeded \$39.7 billion in direct spending in 2023 and is projected to experience continued robust growth through 2025, underscoring the significant and expanding nature of this lucrative market segment.

Even a single well-attended weekend tournament at the C.R.E.S.T. Destination has the proven potential to inject nearly half a million dollars in direct spending into the local economy. When this impressive activity is scaled across 20–30 major event weekends annually, as confidently projected for the Pocatello development, it creates a high-value, predictable, and recurring revenue stream. This steady influx of capital will translate into significant benefits across multiple local sectors: hospitality (hotels, short-term rentals, RV parks), food service (restaurants, cafes, catering), retail (local shops, sporting goods, souvenirs), and transportation (fuel, taxis, ride-shares). These numbers grow further when factoring in longer average stays or extended trips, particularly when visitors combine athletic events with exploring iconic destinations like Yellowstone or Jackson Hole. This combined approach transforms event participants into multi-faceted tourists, multiplying the overall economic benefit and positioning Pocatello as a comprehensive destination.

Understanding Travel Behavior

This market analysis offers a thorough overview of the travel team sports landscape, with a focus on the potential for a new sports facility to attract participants within 1-hour to 6-hour drive radii. These insights are vital for strategic field planning, tournament scheduling, and addressing local stakeholder concerns. The findings reveal a strong and underserved market, particularly within the 3- and 4-hour drive ranges, capable of supporting a full schedule of weekend and multi-day tournaments.



Regional Sport Travel Insights

Sports vary in travel habits and regional density. Soccer has a broad network and steady tournament demand. Volleyball and basketball offer strong year-round circuits, especially indoors. Lacrosse and rugby are more urban-based and often travel farther to compete. These dynamics help guide field use and flexible programming. Lower-density sports can still warrant space when paired with tournaments or multi-use fields.

Outdoor Field Sports

Soccer: Demonstrates the highest concentration regionally, with hundreds of teams within 4 hours. Beyond that, travel is tournament-driven.

Baseball & Softball: Moderate density within 3–4 hours, often linked to American Legion programs and seasonal play.

Lacrosse & Rugby: Emerging sports in the region. Teams exist but are scattered and travel more selectively.

Field Hockey: Extremely limited footprint. Most travel for tournaments beyond the local region.

Alternative Outdoor Field Sports (Ultimate Frisbee, Flag Football, etc.): The inclusion of these sports acknowledges the landscape of youth athletics. Flexible field spaces that

can be adapted for various alternative sports will enhance the facility's appeal and maximize its utility.

Indoor Sports

Basketball: High demand across all radii. Multiple basketball courts are essential to accommodate league play and tournaments. Well-organized with AAU and travel clubs active in Idaho and Utah within 3–5 hours.

Competitive Cheer: This sport consistently brings in a significant number of teams, requiring large, open indoor spaces suitable for performances and competitions.

Volleyball: One of the strongest indoor team sports. The facility should include multiple volleyball courts to cater to this demand.

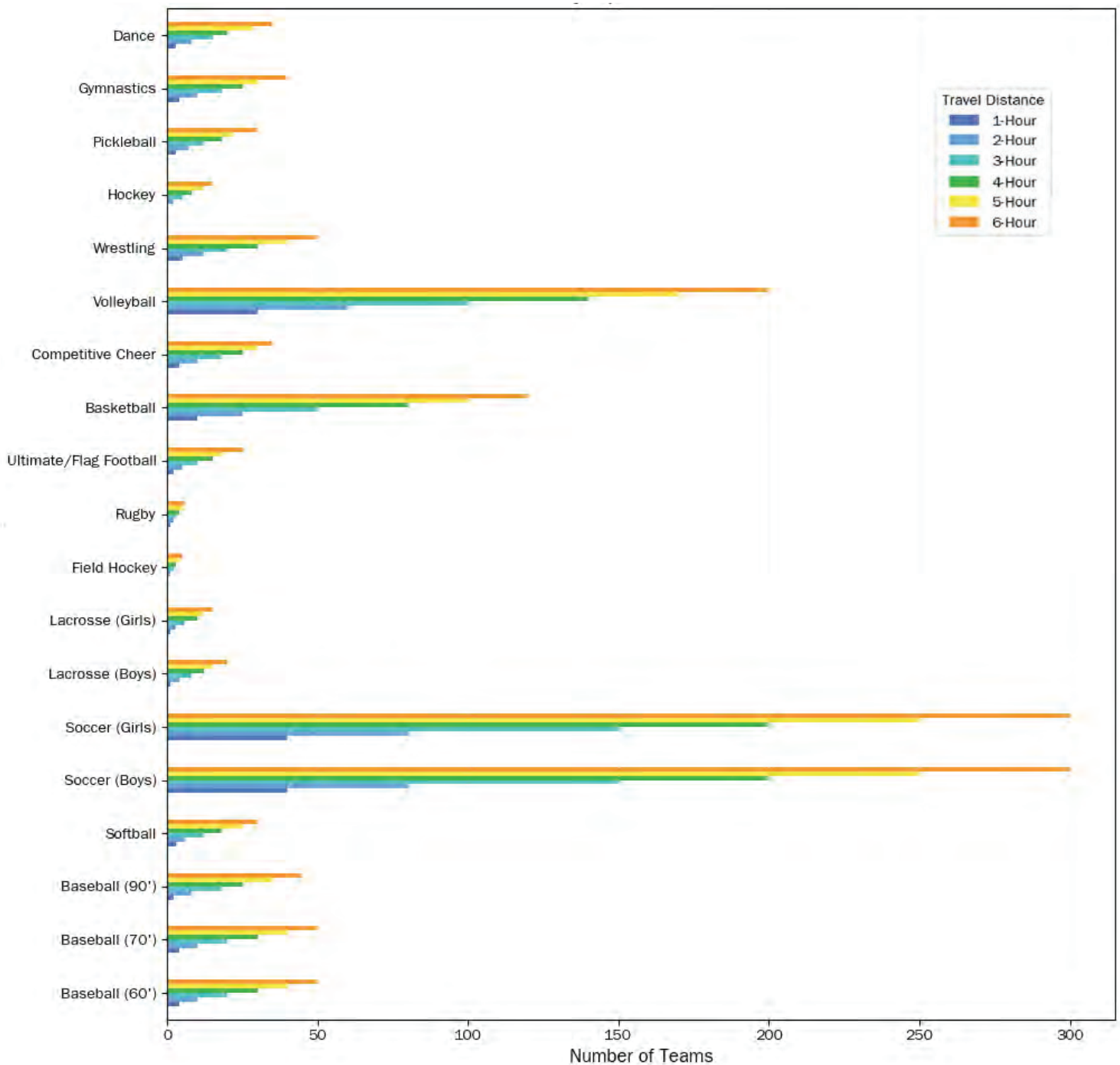
Wrestling: Fewer teams but high commitment. Requires dedicated mat space.

Hockey: Rink access can expand the facility's draw in select markets.

Alternative Indoor Sports (Pickleball, Gymnastics):

Offering flexible indoor spaces for emerging sports like pickleball, or for activities like gymnastics and dance, can broaden the facility's appeal and revenue streams.

Estimated Travel Distribution by Sport



Market Context & Data Disclaimer

The information presented is based on the best available data from public sources such as tournament directories, club websites, league listings, and governing body records. However, there is no single, comprehensive database of all competitive travel or club teams. Information is often spread across multiple regional and national organizations, and compiling a complete and verified list is difficult.

In some cases, data is restricted due to privacy policies, school district protocols, or platform limitations. For security and child protection reasons, many organizations limit public access to rosters and participation records. Because of these limitations, the figures provided should be viewed as directional estimates. As travel distances increase beyond four hours, participation data becomes harder to quantify and less reliable. These numbers are intended to illustrate potential market reach and support early planning decisions, but they do not represent a fully validated census of all active teams.

Understanding team density within a 1 to 6-hour drive of Pocatello provides a directional view of the market's potential for youth and club sports. This analysis is based on data collected from public sources including club directories, event calendars, and governing body listings. However, it is important to note that there is no centralized or complete dataset for all competitive teams. Data privacy, school district policies, and security protocols further limit access to verified counts.

The numbers presented should be seen as high-level estimates. Participation beyond a 4-hour radius tends to be event-driven rather than routine, and projections in this range should be interpreted as aspirational rather than definitive.



Key Takeaways

Robust Market Demand: The sheer volume of travel teams, particularly in high-participation sports like soccer, volleyball, and basketball, ensures a consistent demand for high-quality facilities. The numbers, especially within the 3-hour and 4-hour radii, are more than sufficient to support a thriving tournament schedule.

Guaranteed Tournament Fill Rates: With 637 teams within a 3-hour radius, weekend tournaments are not just feasible but highly probable to be consistently filled. Extending the reach to 1,371 teams within a 6-hour radius opens the door to lucrative 5-7 day tournaments, attracting participants from a wider geographic area and generating significant economic activity.

Strategic Field Design: Prioritizing the development of fields and courts for high-demand sports, while incorporating flexibility for others, will optimize facility utilization and maximize revenue streams. This targeted approach ensures that the investment aligns directly with market needs.

Addressing Skepticism and Attracting Developers: The quantitative data presented in this analysis serves as a powerful tool to assuage local concerns about the project's viability. It provides concrete evidence of a large, accessible market, demonstrating that the facility will be a regional draw, not solely dependent on local participation. For

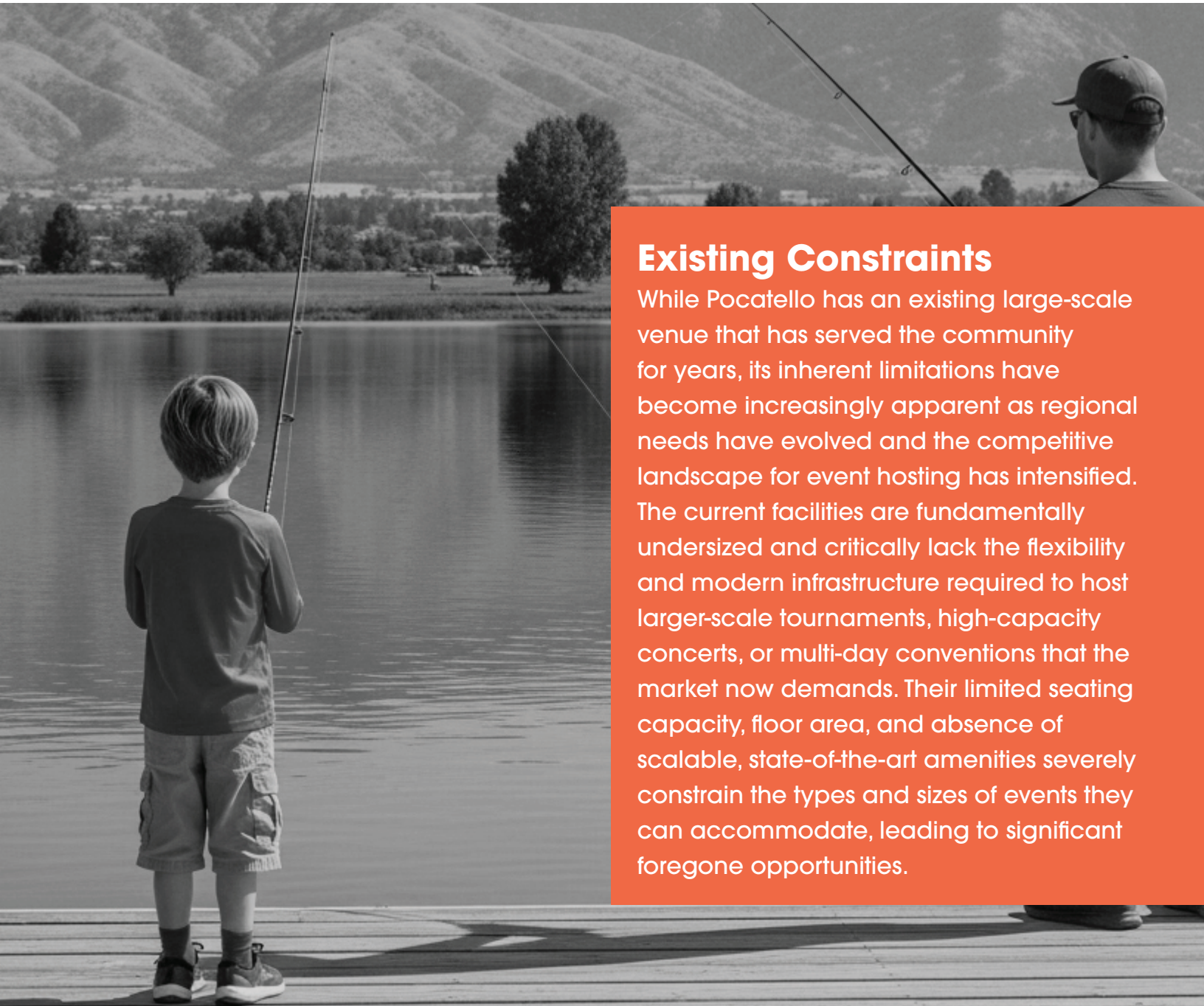
developers, this analysis highlights a clear and attractive return on investment, driven by consistent demand and the potential for high-value, multi-day events.

We believe the development of a state-of-the-art travel team sports facility represents a strategic investment with a strong market foundation. It promises not only to be a hub for athletic competition but also a significant economic driver for the region, attracting visitors, generating revenue, and fostering community engagement. The data supports a confident move forward, assuring all stakeholders of a successful and impactful venture.

2

Existing Facility Limitations & Missed Opportunities

Pocatello's outdated and undersized event facilities are driving tournaments, concerts, and conventions to neighboring cities—resulting in lost revenue, tourism, and growth opportunities.



Existing Constraints

While Pocatello has an existing large-scale venue that has served the community for years, its inherent limitations have become increasingly apparent as regional needs have evolved and the competitive landscape for event hosting has intensified. The current facilities are fundamentally undersized and critically lack the flexibility and modern infrastructure required to host larger-scale tournaments, high-capacity concerts, or multi-day conventions that the market now demands. Their limited seating capacity, floor area, and absence of scalable, state-of-the-art amenities severely constrain the types and sizes of events they can accommodate, leading to significant foregone opportunities.

Current Venue Deficiencies

What specific venue deficiencies is Pocatello facing

Clearly identifying and addressing these issues is critical to capturing significant economic opportunities currently flowing to nearby cities:

Stakeholders, including event promoters, sports leagues, and expo organizers, report that numerous high-value events are either being turned away or significantly downsized due to structural and spatial constraints within Pocatello's current venues. This forces event planners to bypass Pocatello for cities like Idaho Falls, Twin Falls, and Boise, which offer more modern, spacious, and versatile facilities. This persistent redirection represents substantial economic leakage for Pocatello and a continuous missed opportunity to capture tourism dollars, generate new jobs, and enhance local vibrancy.

Lack of Ice Sports Infrastructure:

Existing local venues do not possess the necessary infrastructure to support ice sports, such as competitive hockey, intricate figure skating, or curling. These disciplines represent a significant and growing segment of amateur sports tourism, particularly prevalent in colder climates. This fundamental absence means Pocatello cannot host regional ice hockey tournaments, figure skating competitions, or even local ice-based recreational activities, thereby representing a major missed opportunity given the significant community interest and regional demand for such facilities.

Insufficient Field/Court Capacity:

Pocatello's current indoor facilities critically lack the extensive field or multi-court capacity required for hosting regional-level indoor basketball, volleyball, or indoor soccer tournaments.

Modern multi-sport complexes are typically characterized by multiple full-sized courts or large open fields that can operate simultaneously, facilitating larger tournament formats, efficient scheduling, and accommodating more teams. These essential capabilities are simply not present in the city's current offerings.

Inadequate for Trade Shows & Expos:

Existing facilities are ill-equipped to host contemporary trade shows, consumer expos, or large-scale performances. They lack the advanced rigging systems necessary for complex stage setups and exhibit booths, possess inadequate acoustics for professional concerts and demanding audio productions, and are deficient in the necessary multiple breakout spaces crucial for concurrent convention sessions and workshops. These limitations render them unsuitable for the diverse and often complex demands of modern large-scale events.

Limited Ancillary Support Infrastructure:

Beyond the core event space, the supporting infrastructure of Pocatello's existing venues is also severely limited. This includes insufficient and outdated parking facilities, non-modern concession areas, a lack of VIP lounges or dedicated media rooms, and challenging load-in/load-out access for vendors and production crews. These deficiencies collectively deter high-tier events that require seamless operational support, efficient logistics, and a premium experience for participants and attendees.

The proposed C.R.E.S.T. Destination is designed to fill this critical gap, offering the size, flexibility, and modern infrastructure needed to not only meet existing demand but to grow it substantially. This investment will draw visitors not only from the local community but from the broader region, enabling Pocatello to capture an economic opportunity that has historically been diverted elsewhere.

3

Comparative Venue Models & Market Positioning

By studying how similar cities successfully use modern sports and event facilities to drive tourism and economic growth, Pocatello is uniquely positioned to fill a regional gap and establish a strong competitive advantage with the C.R.E.S.T. Destination.



Benchmarking Opportunity

To accurately understand Pocatello's significant opportunity and to strategically position the C.R.E.S.T. Destination within the regional market, it is essential to examine how nearby and demographically similar cities, both regionally and nationally, are successfully leveraging their sports and event infrastructure to capture tourism. This comparative analysis highlights both the existing demand for such facilities and the unique potential for Pocatello to establish its distinct competitive advantage.

Regional Competitors

Several prominent facilities within the Intermountain West provide valuable benchmarks and insights into the successful operation of sports and event venues:



Mountain America Center

Location: Idaho Falls, ID; Opened in 2022

Facility Type: Multi-purpose Event Center

Sports Hosted: Hockey, Basketball, Concerts, Events

Seating Capacity: ~6,000

Fields/Courts: 1 arena

Indoor / Outdoor: Indoor

Primary Usage: Professional sports, concerts, expos



Salt Lake Regional Athletic Complex

Location: Salt Lake City, UT

Facility Type: Outdoor Sports Complex

Sports Hosted: Soccer, Rugby, Lacrosse

Seating Capacity: ~2,000 (temp)

Fields/Courts: 16 multi-use fields

Indoor / Outdoor: Outdoor

Primary Usage: Regional & national tournaments



Legacy Events Center

Location: Farmington, UT

Facility Type: Indoor & Outdoor Complex

Sports Hosted: Basketball, Volleyball, Rodeo, Soccer

Seating Capacity: Up to ~3,000

Fields/Courts: Multiple (arena + fields)

Indoor / Outdoor: Both

Primary Usage: Youth sports, expos, livestock shows



Bonneville County Fairgrounds

Location: Idaho Falls, ID

Facility Type: Fairgrounds & Event Space

Sports Hosted: Rodeo, Livestock, Exhibits, Soccer

Seating Capacity: ~2,500 (rodeo arena)

Fields/Courts: Several open fields & arena

Indoor / Outdoor: Both

Primary Usage: Fairs, rodeos, community events

Competitors Cont.



Idaho Central Arena

Location: Boise, ID

Facility Type: Indoor Arena

Sports Hosted: Hockey, Basketball, Concerts

Seating Capacity: ~5,000

Fields/Courts: 1 arena

Indoor / Outdoor: Indoor

Primary Usage: Professional sports, entertainment



Treasure Valley Athletics Complex

Location: Meridian, ID

Facility Type: Outdoor Sports Complex

Sports Hosted: Soccer, Football, Lacrosse

Seating Capacity: Minimal

Fields/Courts: 10+ fields

Indoor / Outdoor: Outdoor

Primary Usage: Youth sports & regional tournaments



Spanish Fork Sports Park

Location: Spanish Fork, UT

Facility Type: Outdoor Park

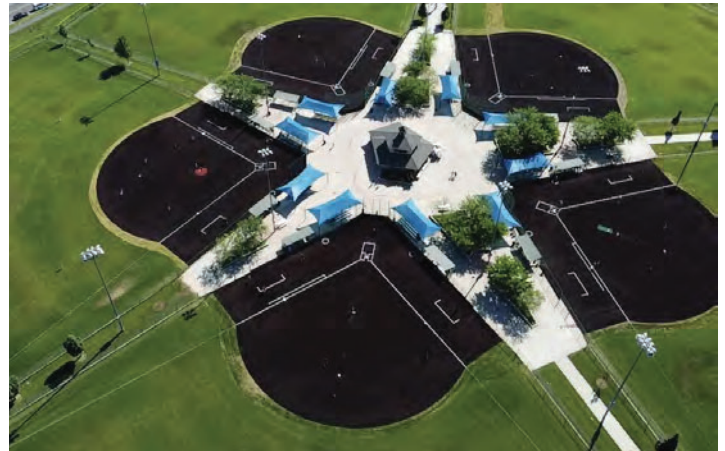
Sports Hosted: Baseball, Softball, Soccer

Seating Capacity: Minimal

Fields/Courts: 20+ diamonds & fields

Indoor / Outdoor: Outdoor

Primary Usage: Local leagues, tournaments



Lakeside Sports Complex

Location: Orem, UT

Facility Type: Outdoor Complex

Sports Hosted: Soccer, Baseball, Softball

Seating Capacity: Minimal

Fields/Courts: 8+ fields

Indoor / Outdoor: Outdoor

Primary Usage: Youth and community sports

National Comparables

These national models demonstrate the profound impact that purpose-built, large-scale sports and event complexes can have on secondary markets, offering valuable lessons and validating Pocatello's ambitious vision.



Grand Park Sports Campus

Location: Westfield, IN

Year Opened: 2014

Square Feet: 370,000 (indoor)

Owner: City of Westfield

Operator: Bullpen Tournaments / City of Westfield

Number of Courts: 8 basketball / 16 volleyball

Number of Fields: 26 baseball/softball, 31 multipurpose



The Dynasty Experience

Location: Ocoee, FL (Orlando)

Year Opened: Est. 2025

Square Feet: 200,000+ (planned)

Owner: Private Developer

Operator: Dynasty Sports Group (planned)

Number of Courts: TBD (multi-use hardwood planned)

Number of Fields: Multiple synthetic turf fields (planned; mix of soccer, flag football)



TBK Bank Sports Complex

Location: Bettendorf, IA

Year Opened: 2018

Square Feet: 370,000 (indoor)

Owner: Private (BettPlex LLC)

Operator: TBK Bank Sports Complex

Number of Courts: 8 basketball / 16 volleyball

Number of Fields: 10 baseball/softball, 6 multipurpose turf fields



Crossroads Sports Complex

Location: New Lenox, IL

Year Opened: 2001

Square Feet: N/A

Owner: Village of New Lenox

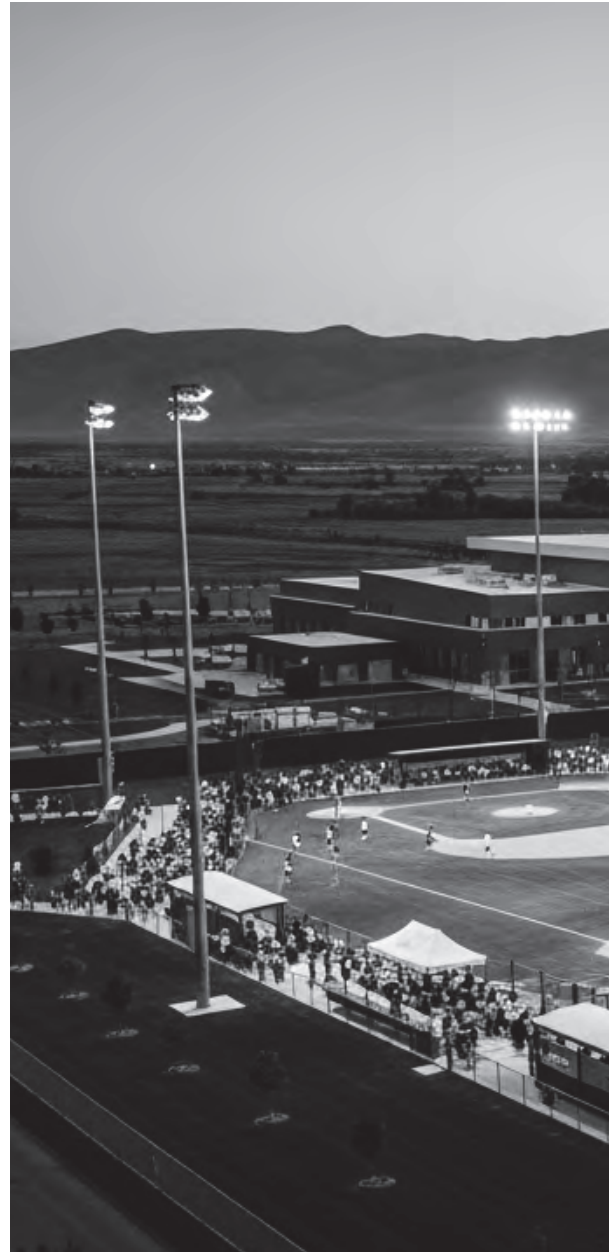
Operator: New Lenox Community Park District

Number of Courts: None (outdoor only)

Number of Fields: 8 baseball/softball, 4 multipurpose fields

National Comparables

These facilities collectively demonstrate a clear trend: teams and event organizers are increasingly willing to travel beyond major metropolitan areas in search of high-quality, well-managed venues that offer superior experiences. Critically, the demand for such facilities often exceeds current capacity, creating a significant and immediate market opening for Pocatello to serve as a high-value, complementary host city.



Competitive Advantage

Competitive Advantage

Pocatello's location, combined with the proposed C.R.E.S.T. Destination, offers several unique and compelling advantages that distinguish it from competitors:

Pocatello's location, combined with the proposed C.R.E.S.T. Destination, offers several unique and compelling advantages that distinguish it from competitors:

Affordable Experience: Pocatello consistently provides a more cost-effective experience for families and event organizers compared to larger, more expensive urban centers. This affordability extends across all aspects of a visit, encompassing lodging, dining, local transportation, and even event fees, making it an attractive option for budget-conscious travelers and organizations.

Proximity to Natural Destinations: Its advantageous location near iconic natural wonders like Yellowstone National Park, Grand Teton National Park, and Sun Valley offers unparalleled opportunities for combining sports travel with leisure and outdoor recreation. This potent draw for families allows for "bleisure" (business/leisure) travel, where tournament participation can be seamlessly integrated into a broader vacation experience.

Lower Congestion: Compared to bustling major metropolitan areas, Pocatello offers significantly lower traffic congestion, easier navigation within the city, and a generally more relaxed environment. This enhances the overall visitor experience by reducing travel stress and maximizing time spent on activities rather than in transit.

Integrated, Purpose-Built Design: Unlike many existing facilities that are stand-alone venues, the C.R.E.S.T. Destination is designed as a fully integrated ecosystem, featuring on-site hotels, diverse retail, and entertainment options. This convenience of having everything within easy reach is a major draw for event organizers and traveling families alike.

With thoughtful planning, strategic development, and targeted marketing, the proposed C.R.E.S.T. Destination can decisively stake out its position in this active and continually growing travel circuit, establishing Pocatello as a preferred destination for years to come.

4

Market Justification for the Proposed Development

Robust demand for sports, lodging, housing, retail, and event space demonstrates that the C.R.E.S.T. Destination is a strategically designed development poised to transform Pocatello into a vibrant, year-round hub for tourism, business, and community growth.



Positioning for Impact

Each distinct component of the proposed Pocatello C.R.E.S.T. Destination is supported by robust, quantifiable indicators of market demand. However, when these elements are synergistically evaluated under the strategic lens of event-driven tourism and regional market saturation, the entire development program reveals itself as a singularly strategic opportunity. It is poised to decisively reposition Pocatello as a vibrant, dynamic, and year-round destination, driving sustained economic growth and enhancing the city's appeal.

Office and Retail Space

While traditional market analyses might suggest cautious growth for office and retail in smaller markets, Pocatello's strategic positioning and the unique, integrated nature of this mixed-use development provide a compelling and distinct context. With consistent population growth projected in both the 30-minute and 60-minute trade areas, coupled with increasing household incomes and a burgeoning regional economy,

Pocatello is indeed well-positioned to support 40,000 square feet of modern office space and 65,000 square feet of diverse retail. These commercial uses become not just viable but highly desirable when integrated with and directly supported by increased hotel occupancy, significant visitor traffic from events, and recurring sports-related spending. The retail component will benefit from both the convenience shopping patterns of local residents and a continuous influx of event-driven tourists seeking dining options, necessities, and unique local goods. The office space can strategically attract regional and national companies drawn by a dynamic environment, direct access to a skilled workforce (particularly through collaboration with ISU), and the overall enhanced quality of life offered by an amenity-rich development. This creates a captive audience for retail, restaurants, and services, driving consistent foot traffic and sales.



MultiFamily Housing

The demand for market-rate multifamily housing in Pocatello is demonstrably strong and growing. Projected demographic trends indicate that growth in the local population is expected to generate demand for over 1,000 new households in the coming years. Of these, an estimated 319 units are specifically needed in modern multifamily rental formats, reflecting changing housing preferences and an expanding workforce.

The inclusion of 99 market-rate apartment units within this development fits comfortably and strategically within this projected demand. These units will cater to a diverse tenant base, including young professionals seeking contemporary living spaces, families desiring convenience and access to educational opportunities, and individuals associated with Idaho State University (e.g., faculty, staff, graduate students), all of whom seek modern living options with convenient access to amenities, recreation, and employment opportunities directly within or immediately adjacent to the new development. This residential component contributes to the 'live-work-play' ecosystem, fostering a vibrant, 24/7 community.



Hotel and Lodging

The influx of out-of-town sports teams, their families, and general event-goers will generate a substantial and remarkably consistent demand for overnight stays. This study estimates over 16,000 hotel room nights per year solely from sports tourism. Critically, this foundational demand is supplemented by additional nights generated from conventions, concerts, and general destination travelers utilizing Pocatello as a gateway. With the prominent presence of Idaho State University providing consistent academic and event-driven demand, and Pocatello's strategic proximity to world-renowned destinations like Yellowstone and Sun Valley attracting leisure travelers, the hotel components of the C.R.E.S.T. Destination are confidently projected to operate profitably year-round. They will serve a diverse clientele, including:

Sports Teams and Families:

Requiring blocks of rooms, often for multi-night stays, generating predictable group revenue.

Conference and Convention Attendees:

Seeking convenient, high-quality lodging adjacent to the expo center, minimizing commute times and maximizing attendance.

University-Related Guests:

Visiting faculty, prospective students and their families, alumni, and attendees for various ISU events, contributing to a stable base.

Leisure Travelers:

Utilizing Pocatello as a strategic, affordable gateway to national parks and diverse outdoor recreation activities throughout Idaho and beyond.

Business Travelers:

Attending corporate events, conducting business in the new office spaces, or passing through the region, contributing to weekday occupancy.



The development's ability to offer a bundled experience—on-site venues, lodging, dining, and entertainment—is a key differentiator that will capture a larger share of the lodging market.

Expo / Convention Center

This facility stands as the cornerstone of the C.R.E.S.T. Destination, addressing a critical and long-standing unmet demand in the region. Events that cannot currently be accommodated by the existing MEC facility or even by larger, more distant venues in Idaho Falls are actively seeking mid-sized, modern, and highly versatile spaces. This new, purpose-built center will be equipped to attract a wide array of high-value events, including:

Youth Sports Championships:

Across basketball, wrestling, volleyball, and gymnastics, requiring multiple courts/mats and ample spectator seating, drawing regional and national competitions.

Winter Ice Events:

Including competitive hockey tournaments, figure skating championships, and community ice-related programming, facilitated by adaptable rink configurations.

Regional Trade Shows and Expos:

Such as home & garden shows, outdoor recreation expos, agricultural technology showcases, and industry-specific conventions that currently bypass Pocatello due to facility limitations, representing significant lost revenue.

Community Festivals and Public Markets:

Large-scale community events, car shows, consumer markets, and major banquets that require flexible, open spaces capable of accommodating diverse setups and high foot traffic.

Touring Concerts and Entertainment Acts:

Seeking acoustically optimized venues with appropriate rigging, stage production capabilities, and seating capacities that fit this market segment, enhancing Pocatello's cultural offerings.



The versatility of the Expo/Convention Center will ensure high utilization rates year-round, diversifying the development's revenue streams and establishing Pocatello as a go-to destination for a broad spectrum of events.

Youth Sports and Stadium

With flexible multi-use fields and a signature feature stadium, Pocatello is positioned to become a premier regional sports and event destination. This state-of-the-art complex will enable Pocatello to attract high-value tournaments, conventions, and entertainment events that currently bypass the area.

State and Regional Championships:

In popular team sports such as soccer, lacrosse, football, baseball, and softball, drawing the highest caliber of youth athletic talent and their families.

Multi-Sport Weekend Tournaments:

Designed to attract large-scale events that feature multiple sports simultaneously, drawing numerous teams from across multiple states, maximizing visitor numbers and economic impact.

Elite Club Soccer, Lacrosse, and Baseball Showcases:

These events are crucial for athlete development and collegiate recruitment, attracting highly competitive youth programs and a significant number of scouts and recruiters.

Major Community Events, Concerts, and Festivals:

The feature stadium will be designed with the necessary infrastructure (e.g., sound, lighting, temporary seating adaptability) to host large-scale non-sporting events, diversifying revenue streams beyond traditional sports seasons and engaging the wider community.



This integrated ecosystem of sports, retail, hospitality, and residential offerings will transform Pocatello into a thriving hub that draws visitors, encourages extended stays, and cultivates long-term visitor loyalty, driving sustained economic growth across the intermountain region.

5

Economic Impact and Regional Benefit

The Pocatello C.R.E.S.T. Destination will generate \$388 million in economic impact, create nearly 500 jobs, attract up to 600,000 annual visitors, and bring in \$29.1 million in annual tax revenue for the region.



Catalyst for Spending

The proposed Pocatello C.R.E.S.T. Destination development is projected to deliver significant and widespread economic returns, not only to the city of Pocatello itself but also to the broader surrounding region. By strategically attracting a continuous influx of tournaments, conventions, and overnight visitors, the project is designed to catalyze substantial increases in spending across multiple key sectors, including lodging, dining, retail, fuel, and recreation.

Economic Indicators

Upon full buildout, expected by 2030, the C.R.E.S.T. Destination is projected to generate a powerful and sustainable economic uplift for southeastern Idaho. Designed as a year-round engine for tourism, events, and community engagement, the development will unlock new market opportunities and long-term regional vitality.

Total Regional Economic Output: An impressive \$388 Million in total regional economic output. This comprehensive figure encompasses direct, indirect, and induced impacts, reflecting the total value of goods and services produced in the region as a direct and indirect result of the project's activities and the new spending it generates.

Annual Tax Revenue: A substantial \$29.1 million in new annual tax revenue for local and state governments. This recurring stream will come from increased sales taxes (from heightened visitor and local spending), lodging taxes (from the surge in hotel stays), property taxes (from higher property values in and around the development), and business taxes from new and expanding enterprises. This critical funding supports public services, infrastructure improvements, and tourism promotion efforts that further enhance Pocatello's overall appeal.

Annual Visitors: Projected to attract between 500,000–600,000 annual visitors. This high volume of foot traffic underscores the development's profound capacity to transform Pocatello into a major regional draw, establishing it as a dynamic hub for tourism and events.

Economic Impact - At a Glance

\$388M

Total Estimated
Economic Output



490

Jobs Created

\$29.1M

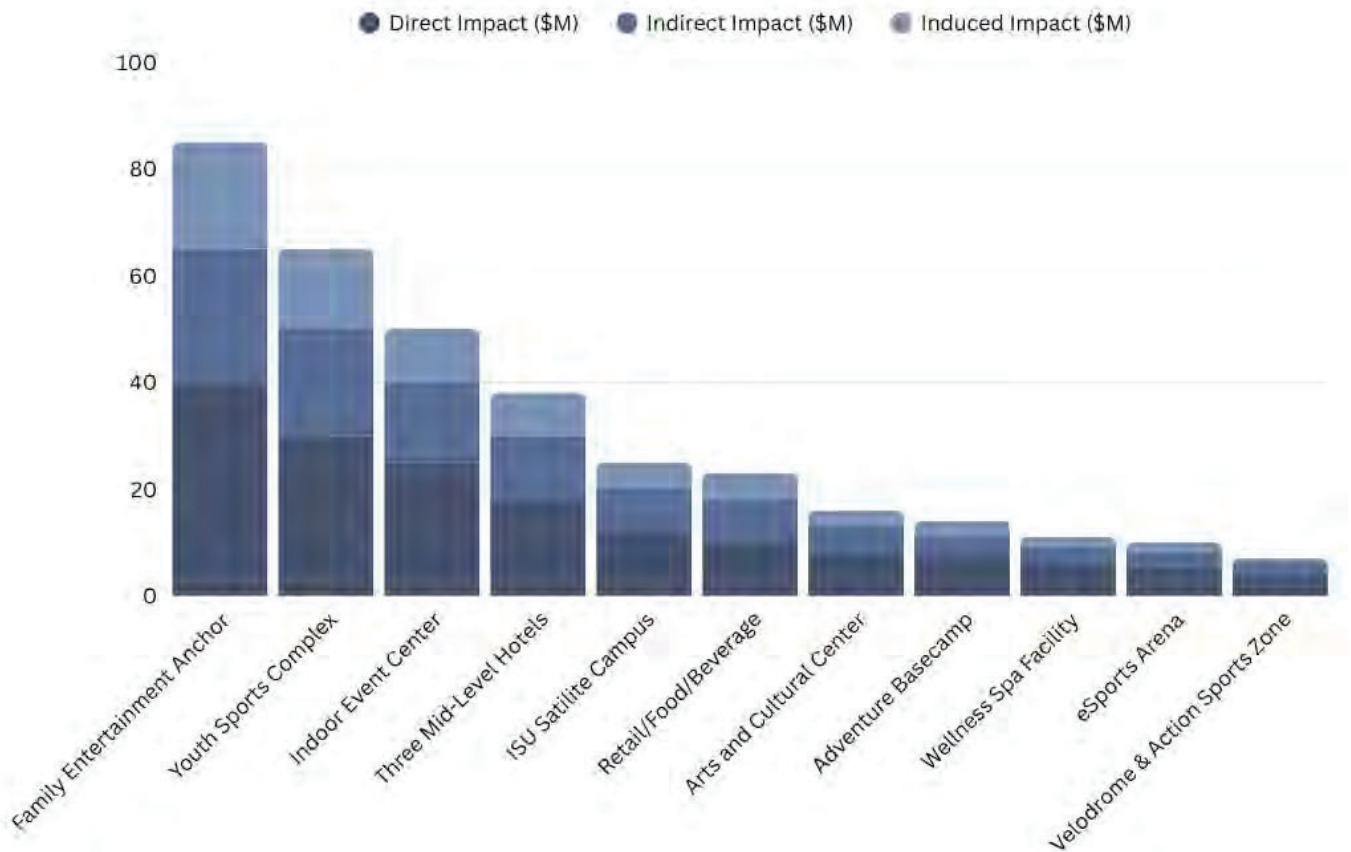
Annual Tax
Revenue



**500,000-
600,000**

Annual Visitors

Projected Economic Impact



Annual Visitor Spending: Estimated at a robust range of \$30M–\$60M per year. This direct injection of external capital into the local economy is a primary catalyst for stimulating growth across numerous existing businesses and fostering the creation of new entrepreneurial ventures.

Property Value Appreciation and Private Development

Potential: The C.R.E.S.T. Destination is expected to act as a catalyst for increased property values in adjacent parcels. It will also spur additional private sector investment and development in surrounding areas, creating a ripple effect of economic growth and urban revitalization. This signals a strong return on initial public and private investment.

Projected Economic Impact

Project Economic Impact by Component

The \$388 million economic impact estimate for the Pocatello C.R.E.S.T. Destination, based on full buildout by 2030, includes expanded programming, boosting tourism and local economy. A component breakdown highlights direct, indirect, and induced impacts:

Direct Impact: Represents the immediate economic effects, such as construction costs, salaries for on-site operations, and direct spending by visitors within the development.

Indirect Impact: Accounts for the local business-to-business activity generated by the development (e.g., spending on local suppliers, vendors, logistics, and professional services).

Induced Impact: Captures the broader economic activity generated by the household spending of wages paid to workers directly employed on-site and those within the development's wider ecosystem (e.g., workers spending their salaries on local goods and services).

Detailed Financial Projections (2028–2032)

The projected total economic impact, adjusted for inflation to 2027 dollars, is approximately \$564.2 million USD, underscoring the project's long-term financial viability and value. The 10-year financial projection, commencing with full operational impact in 2028, indicates a steady and healthy

revenue growth trajectory, from an initial \$76M in 2028 to an estimated \$90.6M by 2032. This demonstrates sustained market capture and increasing operational efficiency.

Concurrently, net income is projected to grow significantly, from \$35M in 2028 to \$44.5M by 2032 over this five-year period. This robust growth in net income highlights the project's ability to generate substantial profit margins and operational surpluses. Furthermore, the Debt Service Coverage Ratio (DSCR), a key indicator of financial health and ability to meet debt obligations, shows consistent improvement from 1.85 in 2028 to 1.96 by 2032. This upward trend in DSCR demonstrates the project's strong financial resilience, its capacity to service debt comfortably, and its attractiveness for long-term investment from both public and private capital sources.

Key Financial Metrics



Key Financial Metrics (2028-2032):

Revenue Growth Rate: Projected at 4.5% annually, indicating strong market penetration and demand.

Expense Growth Rate: Maintained at a fiscally responsible 3% annually, reflecting efficient operational management.

Debt Service Coverage Ratio (DSCR): Begins at 1.85 and exceeds 1.95 by 2032, significantly above the typical 1.25 threshold required for infrastructure-backed public-private development projects, signaling robust financial health.

Profit Margin: Grows steadily from 46.05% to 49.08%, showcasing strong profitability.

Operational Surplus: Over \$9M added annually to reserves or for reinvestment, ensuring long-term sustainability and opportunities for future enhancements.

This financial trajectory supports the project's long-term sustainability and bolsters its appeal to grant funders, municipal stakeholders, and private investors. Continued reinvestment into facilities, programming, and targeted marketing will ensure the C.R.E.S.T. Destination's status as a formidable regional economic engine for generations.

Revenue Generation

Revenue Generation

The C.R.E.S.T. Destination will catalyze significant revenue across multiple sector:

Hotel and Lodging Revenue: With over 16,000 projected hotel room nights annually from sports tourism alone, plus additional nights from conventions, concerts, and destination travelers, the development will ensure consistent off-season and weekend occupancy for local hotels. This activity will also extend to adjacent accommodations such as short-term rentals and RV parks, benefiting the entire lodging ecosystem and generating substantial lodging tax revenue.

Food and Beverage Sales: Traveling families and event attendees represent a high-volume market for food and beverage spending, including meals, snacks, coffee, and catering for teams or corporate events. Local restaurants, cafes, and food trucks—both onsite and citywide—can expect increased weekend and event-driven traffic, especially along key travel corridors.

Retail and Entertainment: Downtown Pocatello, its historic districts, and nearby attractions will gain from increased foot traffic. Families with downtime between games will explore shops, theaters, bowling alleys, museums, and other sites, boosting local business revenue. The development's own retail offerings will capture spending on necessities, souvenirs, and specialty items.

Tax Base Growth: Rising visitor spending will increase local sales, lodging, and property tax revenues. These expanded streams will help fund municipal services, infrastructure, public parks, safety efforts, and tourism promotion—enhancing Pocatello's overall appeal and quality of life.

Employment Impact

The C.R.E.S.T. Destination will be a powerful engine for both direct and indirect job creation within Pocatello and the broader Bannock County.

Direct Jobs:

Will include roles directly associated with the operation of the facilities: venue staffing, retail and food service employees within the development, facility maintenance and groundskeeping staff, and administrative support personnel.

Indirect Jobs:

Stem from the increased demand for local suppliers, vendors, and services (e.g., catering, transport services, marketing agencies, uniform suppliers, printing services). This creates a multiplier effect as local businesses hire more staff to meet the new demand.

Small Business Opportunity:

The vibrant environment fostered by the C.R.E.S.T. Destination will encourage the growth of new small businesses focused on athletics, health, wellness, recreation, and merchandise. This creates a fertile ground for entrepreneurial ventures and local job creation around the year-round tournament and event venue.



Revenue Generation

Regional Impact

The economic benefits of the C.R.E.S.T. Destination will not be confined solely to Pocatello's municipal boundaries. Neighboring towns and counties will also experience positive impacts

Overflow Accommodations: During peak event weekends, demand for hotel rooms will likely exceed on-site capacity, leading to spillover bookings in nearby communities.

Expanded Services: Increased demand for car rentals, specialized transportation services, and other visitor-serving businesses across the wider region.

Day-Trip Excursions: Families and attendees often extend their stays with day trips to regional attractions, spreading tourism dollars beyond Pocatello.

Enhanced Regional Identity: The development will elevate Pocatello's profile, benefiting the entire region by attracting more visitors and investment. Strategic regional collaboration and integrated marketing efforts will help capture broader travel dollars, reinforcing Pocatello's position as a premier launch point for longer stays and deeper exploration of southern Idaho and the wider Intermountain West.

This project is more than just about meeting local needs; it's about leveraging Pocatello's strategic location, its relative affordability, and its growing appeal to capture a significant share of the multi-billion dollar amateur sports tourism market while simultaneously enhancing the city's long-term economic resilience and regional prominence.



Event & Market Attraction

The Pocatello C.R.E.S.T. Destination uses its central location, modern facilities, and on-site hotels to attract major tournaments, conferences, and trade shows.



Positioning for Impact

Targeting the right tournament organizers and series is critical for ensuring the high utilization and financial success of the indoor event center and youth sports complex in Pocatello. Given the development's comprehensive amenities—including multi-sport fields, on-site hotels, and a family-friendly destination near a regional airport—Pocatello is exceptionally well-positioned to attract a diverse array of regional and national tournament circuits that prioritize accessibility, bundled lodging solutions, and a premium event experience for participants and spectators alike.

Strategy

Youth & Amateur Sports Organizers (Multi-Sport)

These organizations are key targets due to their high volume of events and reliance on multi-sport facilities:

1 | National Travel Basketball Association (NTBA):

A prominent operator of national and regional youth basketball tournaments. NTBA frequently seeks centralized indoor venues with convenient hotel access. The C.R.E.S.T. Destination offers a prime opportunity for partnership, including potential for ISU team hosting and related events, providing a dedicated facility for their circuits.

2 | USSSA (United States Specialty Sports Association):

This extensive organization governs youth baseball, fastpitch softball, and various other sports. USSSA is renowned for hosting multi-sport tournaments that draw exceptionally high family attendance. Their events emphasize the critical need for well-maintained fields, ample parking, and bundled hotel options within a single, convenient location, making Pocatello an ideal fit.

3 | AAU (Amateur Athletic Union):

One of the largest and most influential tournament networks in the U.S., AAU encompasses a wide range of sports including basketball, volleyball, football, baseball, and track and field. AAU conventions and regional qualifiers frequently rotate locations, and Pocatello's new venue will offer a compelling new option for their circuits, especially given its new, state-of-the-art facilities.

4 | Perfect Game:

A nationally recognized leader in youth baseball and softball tournaments and showcases. Perfect Game consistently expands its presence, frequently adding new western and midwestern sites to its calendar. Their events are known to draw thousands of families to regional tournament hubs, making Pocatello an attractive candidate for their high-profile circuits.

5 | Elite Tournaments (Soccer/Lacrosse):

Specializing in youth and college preparatory events for soccer and lacrosse. This organization includes major showcases and multi-state competitions, with a particular emphasis on venues within drivable 5-hour zones like those encompassing Boise, Salt Lake City, and Montana. Pocatello offers a strategic, central location for these growing sports.

Indoor Sports + Specialty Events

The multi-sport indoor expo center is specifically designed to attract a variety of indoor events:

6 | JVA (Junior Volleyball Association):

A key organizer of club volleyball events and showcases, JVA is consistently looking for new, modern, air-conditioned indoor centers with multiple courts. The C.R.E.S.T. Destination pairs exceptionally well with their requirements and the desire for tourism-focused venues.

7 | National Federation of State High School Associations (NFHS):

NFHS frequently hosts state and regional championships across all high school sports. The C.R.E.S.T. Destination's event center could serve as an ideal neutral-site for playoffs in sports such as basketball, wrestling, and cheerleading, drawing high school athletes and fans from across the state.

8 | USA Wrestling / USA Gymnastics:

These national governing bodies regularly organize state qualifiers and national club events. Their events require not only large indoor spaces but also accessible hotels, ample parking, and walkable amenities, all of which the Pocatello development will offer.

Collegiate + Club Sports

Leveraging the partnership with Idaho State University presents unique opportunities:

9 | NAIA / NJCAA / Club Nationals (NIRSA):

With ISU as a partner, Pocatello could host NAIA or club-level regional tournaments across various sports, including basketball, flag football, eSports, and volleyball. This collaboration can align perfectly with ISU's burgeoning sports management and sports medicine programs, providing practical experience for students and elevating the university's athletic profile.

Additional Targets: Conferences & Conventions

The versatility of the expo center extends beyond traditional sports tournaments:

10 | Fellowship of Christian Athletes (FCA) / Religious Youth Retreats:

These organizations require high-volume group bookings for 2-4 day events. The C.R.E.S.T. Destination offers the ideal combination of hotels, diverse recreational options, and flexible meeting rooms to accommodate such large-scale gatherings.

11 | Rocky Mountain Tourism Association / Mountain West Youth Sports:

These western regional organizations are constantly seeking turnkey locations for their annual conferences and events. Pocatello's central location within the region and its easy airport access make it a logical and appealing host city.

Outreach for Events

Why Pocatello Is Attractive to Organizers

Pocatello offers a compelling suite of advantages that make it an attractive and efficient choice for tournament organizers:

Regional Air Access + On-Site Hotels

Direct air access to Pocatello Regional Airport combined with ample, convenient hotel rooms directly on-site or immediately adjacent minimizes logistical complexities and travel time for participants.

Indoor and Outdoor Flexibility

The unique combination of a state-of-the-art indoor expo center and expansive outdoor multi-sport fields provides unparalleled flexibility, allowing organizers to host a wider variety of events and pivot between indoor and outdoor options if needed due to weather.

Family Resort (Waterpark) Engagement

The integrated family entertainment anchor (e.g., indoor waterpark) offers additional value, keeping siblings and non-participating parents engaged throughout the tournament, enhancing the overall family experience and encouraging longer stays.

Affordable Drive Radius:

Pocatello's location provides an affordable drive radius for teams and families from Montana, Wyoming, Utah, Idaho, and eastern Washington/Oregon, making it a cost-effective alternative to larger, more expensive metropolitan areas.

Outreach Strategy for Events

Securing these target events requires a proactive and strategic outreach approach:

Create a comprehensive tournament bid packet:

This professional packet provides a comprehensive overview of the C.R.E.S.T. Destination's offerings, including detailed field layouts and indoor court configurations supported by high-quality renderings. It features information on hotel partners, negotiated room rates, and booking procedures, along with clear guidance on shuttle services and airport access. The packet also highlights partnerships with Idaho State University, showcasing access to medical support, athletic training facilities, and academic programming. Lastly, it promotes local attractions and family-friendly activities to enhance the visitor experience.

Attend key industry conferences:

Actively participate in major sports tourism conferences such as the Sports ETA Annual Symposium and Connect Sports Conferences to directly market the venue to decision-makers and network with tournament directors.

Build early relationships:

Establish contact with tournament directors 2-3 years out from the projected completion dates. Offer first-right-of-refusal for inaugural events to incentivize early commitments and build a robust calendar.

Develop a custom pitch deck:

Tailor presentations to specific organizations, highlighting how Pocatello meets their unique needs and event formats.



Top Booking Sectors

Healthcare & Wellness Organizations:

Targets: Portneuf Medical Center, Intermountain Health (major regional presence), Mountain View Hospital, and various regional hospital systems.

Why: These organizations have strong regional presences and a continuous need for continuing medical education (CME) events, patient education seminars, and wellness expos. The development can host physician conferences, nursing workshops, and telehealth summits.

Higher Education Conferences & Institutional Retreats:

Targets: Idaho State University (direct partner), BYU-Idaho, University of Utah, and regional community colleges.

Why: Universities frequently host internal faculty events, student recruitment expos, and staff development programs. The C.R.E.S.T. Destination offers ideal venues for department retreats, research symposiums, and inter-collegiate athletics symposiums, especially with the integrated ISU satellite campus.

STEM, Engineering, and Tech Conferences:

Targets: Idaho National Laboratory (INL), Micron Technology, Battelle Energy Alliance, ON Semiconductor.

Why: Pocatello is strategically located near growing tech and energy clusters, particularly benefiting from its proximity to INL in Idaho Falls. The venue is ideal for clean energy expos, robotics/mechatronics trade shows, and tech consortiums, tapping into a high-value industry.

Agriculture & Outdoor Equipment Trade Shows:

Targets: Idaho Farm Bureau Federation (headquartered in Pocatello), J.R. Simplot Company, CHS Inc., Wilbur-Ellis.

Why: Southeast Idaho is a significant agricultural production and logistics hub. The event center can host farm tech expos, livestock feed summits, and seed and irrigation tradeshow, catering to a vital regional industry.

Faith-Based Retreats & Conferences:

Targets: LDS Regional Stakes (large local presence), Catholic Diocese of Boise, various Christian youth organizations (e.g., FCA, Awana, YoungLife).

Why: The combination of family-focused lodging and the indoor waterpark makes the development an ideal location for youth events and retreats. It can host youth conventions, regional leadership summits, and music & arts retreats, offering a safe and engaging environment.

Construction, Trades & Utility Organizations:

Targets: Idaho Associated General Contractors, Idaho Power, Rocky Mountain Power, and regional utility contractors.

Why: These regional companies require large, versatile venues for comprehensive training sessions, compliance meetings, and vendor expos. The C.R.E.S.T. Destination is well-suited for safety conventions, skilled trades shows, and workforce recruitment fairs.

Faith-Based Retreats & Conferences:

Targets:

Targets: LDS Regional Stakes Catholic Diocese of Boise, various Christian youth organizations.

Why: The combination of family-focused lodging and the indoor waterpark makes the development an ideal location for youth events and retreats. It can host youth conventions, regional leadership, offering a safe and engaging environment.

Outdoor Recreation, Motorsports, & Overlanding Events:

Targets: Polaris Industries, Western Power Sports, backcountry outfitters, snowmobile and UTV associations, Overland Expo Rocky Mountain.

Why: Pocatello's close proximity to diverse outdoor terrain and trail networks, combined with large flat event spaces, makes it perfect for dealer expos, trail summits, and adventure travel conferences. This taps into Idaho's strong outdoor recreation culture.

Logistics & Rail Industry Summits:

Targets: Union Pacific Railroad (with a major yard in Pocatello), FedEx Freight, Idaho Trucking Association.

Why: The combination of airport and significant rail access establishes Pocatello as a logical hub for logistics-focused events, including supply chain conferences and transportation trade shows.

Government & Tribal Entities:

Targets: Bannock County, City of Pocatello, Shoshone-Bannock Tribes, Idaho Department of Commerce – Tourism Division.

Why: Ideal for hosting economic development roundtables, intergovernmental training sessions, regional planning summits, and cultural events, fostering community engagement and strategic partnerships.



Selling Points

To effectively market the C.R.E.S.T. Destination to these organizations, the following unique selling points should be emphasized:

- **5-minute airport transfers:** Unparalleled convenience for attendees flying in, minimizing travel time and stress.
- **Walkable on-site lodging:** Eliminates the need for extensive shuttling, providing a seamless experience for attendees.
- **Business-class event facilities:** Versatile and modern facilities with flexible configurations for exhibits, banquets, classroom-style setups, and auditoriums.
- **Family entertainment option (waterpark):** A significant draw for conferences and corporate events, allowing for spouse and kid-friendly participation or family recreation during downtime.
- **Lower overall costs:** Compared to major metropolitan areas like Boise, Salt Lake City, or Spokane, Pocatello offers a more cost-effective solution for large-scale events, making budgets stretch further.
- **Integrated environment:** The mix of retail, dining, and recreation within the development creates a self-contained environment that enhances the attendee experience.



Outreach for Bookings

Build sector-specific pitch decks:

Develop tailored presentations with stunning visuals of event spaces, lodging options, and amenities, customized for each industry sector's specific needs (e.g., healthcare needs vs. ag needs).

Emphasize airport proximity and bundled experiences:

Highlight the convenience of air travel and the value of packaged deals for event organizers, including lodging, meals, and recreational activities for family and business travelers.

Offer incentives:

Propose first-year hosting incentives, potential naming rights opportunities for specific halls or features, and attractive long-term booking agreements to secure anchor events.

Attend industry expos:

Participate in relevant state and regional expos such as the Intermountain Healthcare Conference, Idaho Ag Expo, and Sports ETA to network directly with event planners.

Leverage ISU's network:

Utilize Idaho State University's connections for co-branded education, athletic, and research-focused summits, tapping into academic and institutional networks.



7

Commercial Partnerships & Revenue Generation

The C.R.E.S.T. Destination will secure funding and long-term value through naming rights, key sponsors, and a curated retail mix, generating strong revenue and a vibrant economic hub.



Partnering for Growth

Securing strategic commercial partnerships, including naming rights sponsorships and a curated mix of retail and commercial tenants, is a crucial component of the C.R.E.S.T. Destination's funding strategy. These partnerships offer significant capital while providing unparalleled visibility for corporate partners and ensuring a diverse, vibrant economic ecosystem within the development.

Sponsorships

Probable Naming Rights Sponsors

The following local and regional companies represent the most promising candidates for naming rights and substantial sponsorship investments. Their strong alignment with Pocatello's community values and their demonstrated track record of past sponsorship activity make them excellent fits.



Idaho Central Credit Union (ICCU):

Profile

Idaho's largest credit union, headquartered in Chubbuck, with over \$12 billion in assets. ICCU has a proven history of significant institutional sponsorship, notably as the sponsor of ICCU Arena and ICCU Dome at Idaho State University. They are deeply embedded in the community.

Naming Opportunities

ICE Sports & Event Center by ICCU: For the main indoor event facility, aligning with their existing athletic venue sponsorships. Estimated Investment Range: \$3M–\$5M/share.

ICCU Family Fields: For the youth sports complex field facilities. Estimated Investment Range: \$1M–\$2M.

Strategic Value

High visibility, strong brand alignment with family and community, extensive member base in the region.



Portneuf Medical Center / Intermountain Health:

Profile

A major employer in Pocatello and an essential regional healthcare partner. Their commitment to community health and wellness aligns directly with the development's focus on sports and active living.

Naming Opportunities

ISU Sports Medicine & Wellness Center by Portneuf: For the academic and wellness facilities associated with ISU. Estimated Investment Range: \$2M–\$4M.

Portneuf Performance Fieldhouse: For a key indoor training or competition space. Estimated Investment Range: \$1M+.

Strategic Value

Brand alignment with health, wellness, and peak performance; direct connection to athlete well-being; significant local presence.



Idaho State University / Bengal Athletics:

Profile

A critical institutional partner for the development, having co-developed the ICCU Dome. Their deep community ties and academic mission align perfectly with the project's educational and athletic components.

Naming Opportunities

ISU Bengal Event Pavilion: For a major event space within the complex. Estimated Investment Range: \$2M–\$3M+.

ISU-branded Innovation & Media Hub: For areas dedicated to media production, eSports, or academic innovation. Estimated Investment Range: \$500K–\$1M.

Strategic Value

Institutional pride, direct student and faculty engagement, leveraging existing athletic brand, long-term programmatic collaboration.

Regional Candidates



Union Pacific Railroad:

Profile

A major regional logistics employer with a significant rail yard in Pocatello, representing a foundational element of the city's economic history and present.

Naming Opportunities

Union Pacific Logistics Plaza: For a prominent public plaza or transport hub within the development. Estimated Investment Range: \$500K–\$1.5M.

Sponsorship of trade-show halls and shuttle care areas:
Aligning with their transportation and logistics expertise.

Strategic Value

Historical significance, strong industrial brand, alignment with regional transport and trade.



J.R. Simplot Company:

Profile

A major Idaho-based agribusiness giant with a long-standing history of strong community involvement and the title sponsorship of the renowned Simplot Games, an annual indoor track and field event at ISU.

Naming Opportunities

Simplot Games Field Pavilion: Within the youth sports complex, capitalizing on their existing association with youth sports. Estimated Investment Range: \$1M–\$2M.

Simplot Agriculture Heritage Center: Within the cultural zone (if added to plan), aligning with their industry roots. Estimated Investment Range: \$500K–\$1M.

Strategic Value

Deep regional roots, alignment with agriculture and community, association with a legacy sporting event.

Value to Sponsors

Key benefits for sponsors include brand alignment with healthy living, family experiences, education, and economic development. Sponsors receive prominent signage and broad media exposure through event coverage and marketing. There is also potential for tax-deductible contributions for qualifying nonprofits, enhancing philanthropic impact. Sponsors gain access to naming rights across high-visibility assets, creating diverse branding opportunities. The project offers strong regional tourism visibility, reaching families and business travelers from a five-hour drive and ensuring brand recognition

A structured approach is essential for successful sponsorship acquisition:

1. Develop a comprehensive sponsor tier sheet: Clearly define the rights, benefits, duration, and deliverables associated with each sponsorship level and asset.

2. Leverage existing relationships: Initiate outreach through established connections, such as ICCU's strong ties with ISU and Portneuf Medical Center's community connections.

3. Align with funding phasing: Strategically target sponsors for Phase 1 assets (Event Center, Fields) for early capital, and Phase 2 assets (Waterpark, Medical/Pavilion) for subsequent funding rounds.

4. Integrate revenue into capital stack: Ensure that projected naming rights revenue is clearly presented as a component of the overall capital stack in investor and financial materials, demonstrating a diversified funding model.

5. Develop a tailored sponsor prospectus deck: Create high-quality, customized presentations for each key organization, detailing the unique value proposition and specific naming opportunities relevant to their brand and philanthropic goals.



Tenant Strategy

The retail and commercial mix at the Pocatello C.R.E.S.T. Destination must be meticulously curated to achieve a delicate balance: addressing regional authenticity, maximizing tourism spending potential, and fulfilling local community needs. This strategic alignment is critical to ensuring synergy with the adjacent regional airport, Idaho State University, and the family-centric sports and events programming that defines the development.

Ideal Retail & Commercial Tenants Profile

The following tenant types have been identified as ideal fits for the C.R.E.S.T. Destination, selected for their relevance to the project's family-first, outdoors-focused, and education-integrated mission:

Outdoor Gear & Adventure Retail

Examples: Regional brands like REI Co-op (a scaled-down model), local concepts such as Black Owl Gear, or smaller Cabela's Express-style stores.

Why: Directly aligns with Idaho's strong outdoor culture (hiking, skiing, fishing, hunting) and appeals broadly to tourists seeking adventure, youth athletes participating in outdoor sports, and ISU students who engage in recreational activities. This captures spending related to Pocatello's identity as a gateway to natural wonders.

Idaho-Made Marketplace

Concept: A collective retail space or incubator dedicated to showcasing artisan foods, unique gifts, and locally produced apparel.

Products: Could feature popular local items like huckleberry goods, handcrafted jewelry, regional soaps, Idaho wool products, and craft beverages.

Why: Provides a low capital expenditure entry point for small local vendors, offers high-margin, tourist-oriented sales, and is particularly appealing for convention attendees and holiday season traffic, offering authentic local experiences.

Sports Apparel & Equipment

Examples: A branded Nike/Adidas Team Store, a compact model of DICK'S Sporting Goods, or specialized local soccer/baseball shops.

Why: Captures the immediate, last-minute needs of event attendees. Also presents significant opportunity for on-site tournament merchandising, providing custom event-branded apparel and accessories.

Quick-Service Convenience + Pharmacy

Examples: A recognizable convenience store brand (e.g., CVS, Walgreens, or a locally branded hybrid pharmacy/general store).

Why: Serves as an essential amenity for traveling families and hotel guests, providing access to everyday necessities, snacks, drinks, and critical over-the-counter medications. It's also invaluable for minor sports injuries or family emergencies that may arise during events.

Examples: A popular local roaster (like Pocatello's Muddy Water Coffee), a regional favorite such as Panera Bread, or a community-focused Great Harvest-style bakery.

Why: Anchors morning traffic, encourages longer dwell times for visitors and locals, and offers a universal appeal across all visitor segments, from early-morning athletes to business travelers and leisure guests.

Child-Focused Edutainment Retail

Examples: Stores focusing on educational toys (e.g., Discovery Toys, BrainBalance), a LEGO retail concept, or creative play spaces.

Why: Adds significant value to the family tourism experience, providing engaging activities and shopping opportunities for children and siblings during tournament downtime. Works well adjacent to the hotel, waterpark, and indoor fields.



Tenant Strategy

Coworking + Remote Office Suites

Concept: A mid-size coworking facility or a series of private business lounges/suites.

Examples: Could be managed by a national brand like Regus-style suites or a local brand potentially underwritten or partnered with ISU/alumni networks.

Why: Serves diverse needs, including event vendors requiring temporary office space, corporate travelers needing productive work environments, and ISU hybrid faculty members. Can also host small corporate breakout sessions or informal business meetings, diversifying commercial revenue.

Wellness & Performance Clinic

Examples: A specialized physical therapy clinic, cryotherapy/recovery center, professional massage therapy, or a dedicated yoga studio.

Why: Creates strong synergy with ISU's sports medicine programming, offering immediate access to recovery and injury treatment services for athletes. Adds significant value for athletes, coaches, parents, and long-stay guests seeking wellness services.

Fly-Fishing or Adventure Outfitter

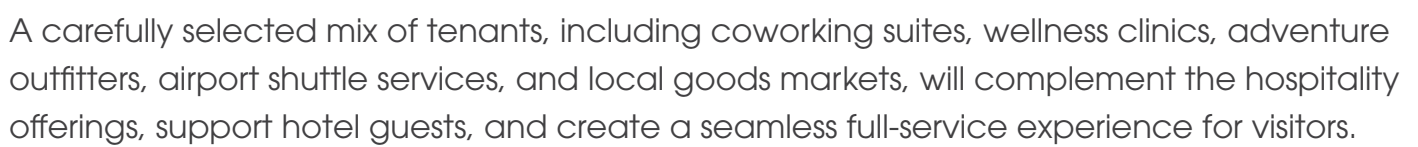
Examples: A specialty shop like "Snake River Outfitters" or a custom gear shop tailored to regional outdoor activities.

Why: Directly bridges the sports tourism experience to Idaho's renowned outdoor recreation opportunities. Offers cross-promotional potential with the hotel and waterpark, encouraging visitors to explore beyond the events, potentially including guided tours or equipment rentals.

Airport-Friendly Car Rental or Shuttle Hub

Concept: A satellite booth or designated hub for regional car rental agencies, ride-share services, or an e-bike rental station.

Why: Capitalizes on the development's immediate proximity to the regional airport. Eases access for arriving visitors to the development itself and to nearby attractions, enhancing overall convenience and visitor experience.



Zoning Recommendations

Why is Zoning Important?

Strategic zoning and layout are critical to optimizing foot traffic, ensuring complementary tenant placement, and enhancing the visitor experience:

Arrival Plaza:

Positioned near the main entrance, this zone would feature high-convenience tenants such as coffee shops, regional gift stores (for last-minute souvenirs), and pharmacy services for inbound travelers.

Sports Campus:

This area, directly adjacent to the youth sports complex and expo center, would house tournament support services including team stores, gear rental, quick-service restaurants (QSR) for immediate food needs, and potentially sports recovery services.

Main Retail Spine:

This central pedestrian thoroughfare would serve as the primary shopping district, featuring family- and tourism-centric retail, outdoor apparel brands, ISU spirit wear, toy stores, and bakeries. It would be designed for leisurely browsing and dining.



Health & Academic Zone:

Integrated with the ISU satellite campus, this zone would feature wellness clinics, smoothie bars, yoga studios, and physical therapy services, catering to athletes, students, and health-conscious visitors.

Airport Gateway:

Located near airport access points, this zone would include car rental services, pop-up shops for "Idaho goods" (e.g., potatoes, local crafts), and an information kiosk for regional transit resources, serving as a welcoming first impression.

Tenant Recruitment

Why Pocatello Is Attractive to Organizers

Pocatello offers a compelling suite of advantages that make it an attractive and efficient choice for tournament organizers:

Blend Local and National: Strategically blend local entrepreneurs with established regional and national co-tenants to create a diverse and appealing mix that resonates with both local community members and out-of-state visitors.

Flexible Lease Packages: Offer flexible lease terms, competitive rental rates, and incubator terms specifically designed to support small businesses and emerging local concepts, fostering a vibrant entrepreneurial ecosystem. **Prioritize Experiential Retail:** Focus on attracting experiential and lifestyle retail concepts over purely transactional retail. Tenants that offer interactive experiences, workshops, or services (e.g., a climbing gym, a cooking class studio) will encourage longer dwell times and repeat visits.

Anchor Leases with Strategic Tenants: Secure anchor leases with wellness-focused tenants or prominent outdoor gear retailers to drive consistent foot traffic year-round, capitalizing on Idaho's outdoor appeal.

Marketing and Promotion: Develop targeted marketing campaigns to reach potential tenants, highlighting the unique advantages of the C.R.E.S.T. Destination, its projected visitor numbers, and its strategic location.



8

Addressing Criticisms

Large-scale developments face scrutiny, so anticipating concerns and responding clearly is essential for building support. Critiques about finances, environment, culture, and market fit can be addressed by focusing on community benefits.



Anticipating the Pushback

Successful large-scale developments often face scrutiny and criticism. Anticipating and addressing these concerns is paramount for maintaining public support, securing necessary approvals, and building a strong foundation for the Pocatello C.R.E.S.T. Destination. Critics of the development plan will likely raise concerns across several recurring themes: financial implications, environmental impact, cultural relevance, and market feasibility. This section breaks down the most probable critiques and outlines strategic framing for how to effectively address them

Critiques and Responses

Critique 1:

"The public will bear the financial burden."

Critics may say: "Taxpayer money will be overused for infrastructure or incentives, creating long-term deficits the public will have to cover."

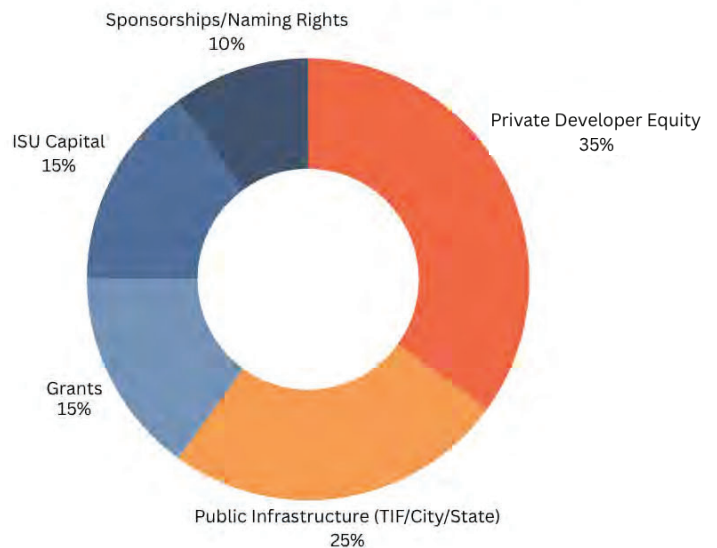
Response Strategy:

Highlight the Private-Public Partnership model: Make clear the project relies on a balanced PPP, with private investors assuming substantial financial risk.

Emphasize diverse revenue streams: Naming rights, user fees, event revenue, and hotel/sales tax generation help offset public investment and ensure long-term financial stability.

Quantify economic returns: The project is projected to generate \$29.1 million annually in tax revenue and create over 490 jobs, delivering strong economic benefits that far outweigh public costs.

Funding Strategy Breakdown



Critique 2:

"It's too ambitious for a city the size of Pocatello."

Critics may say: "The region lacks the population to support a large-scale, multi-facility development. It risks becoming a 'build it and hope they come' scenario with underused assets."

Response Strategy:

Emphasize the drive-time market: Pocatello serves a 5-hour radius of over 5 million people, far beyond its local population.

Cite proven analogs: Reference successful models like Grand Park in Westfield, IN (population ~54,000) and Fieldhouse USA in TX and IL—secondary markets that became regional event hubs. These prove that well-managed, strategically located facilities thrive outside major metros.

Highlight competitive advantages: Stress Pocatello's airport access and affordability compared to larger, often overlooked markets like Boise and Salt Lake City.

Critique 3:

"The environmental impact hasn't been fully considered."

Critics may say: "Paving over 70 acres near the airport could harm local wildlife, disrupt watershed areas, and increase traffic and energy use, degrading environmental quality."

Response Strategy:

Detail mitigation plans: Highlight measures like robust stormwater systems, green roofs, native landscaping to reduce water use, and responsible land development practices.

Commit to sustainable building: Pursue LEED or WELL certification for key buildings to ensure energy efficiency and healthy indoor environments.

Promote recreation benefits: Emphasize connections to the adventure basecamp and new bike/pedestrian trails, encouraging sustainable tourism and active lifestyles to help offset environmental concerns.

Critiques and Responses

Critique 4:

"We already have underutilized hotels and event spaces."

Critics may say: "Local hotels are still recovering post-COVID, and the new development could cannibalize existing venues, creating oversupply that harms current businesses."

Response Strategy:

Position as complementary, not competitive: The C.R.E.S.T. Destination offers a unique bundled experience—on-site fields, indoor venues, and lodging adjacent to the airport—not available anywhere else locally.

Highlight gaps in current inventory: Existing lodging and event spaces are fragmented, lacking integration with attractions or airport convenience.

Demonstrate spillover demand: Large tournaments and conferences drive overflow demand, boosting occupancy and revenue for existing hotels, restaurants, and retailers rather than displacing them.

Critique 5:

"It doesn't reflect the cultural identity of Pocatello."

Critics may say: "The concept feels too commercial, imported from bigger cities, and lacks authenticity. It doesn't adequately represent local history, art, or the voices of the Shoshone-Bannock Tribes."

Response Strategy:

Spotlight cultural integration: Emphasize the planned Arts & Cultural Center and ongoing collaboration with the Shoshone-Bannock Tribes on exhibits, programming, and educational initiatives.

Embed local identity in design: Incorporate public art, local maker markets, and historical storytelling into the site and programming to reflect Pocatello's heritage.

Leverage ISU partnerships: Partner with Idaho State University to develop programs and events rooted in local culture and values, ensuring authenticity.

9

Implementation Strategy and Phasing

Robust demand for sports, lodging, housing, retail, and event space demonstrates that the C.R.E.S.T. Destination is a strategically designed development poised to transform Pocatello into a vibrant, year-round hub for tourism, business, and community growth.

Growth Strategy

A carefully structured and phased implementation plan is absolutely critical to balancing investment risk, maximizing early revenue generation, and establishing long-term operational sustainability for the proposed Pocatello C.R.E.S.T. Destination development. This phased strategy is meticulously designed to align with measurable market demand, ensure operational feasibility, and facilitate a synchronized rollout of infrastructure and facilities, building momentum with each completed stage.

Phase 1

Sports Complex and Infrastructure Backbone (Target Completion: Early 2028)

This initial phase focuses on establishing the core sports infrastructure and essential site functionality, allowing for early activation and revenue generation.

Develop the Youth Sports Complex:

This involves the prioritized construction of the multi-use outdoor fields and the signature feature stadium. The goal is to immediately create high-quality playing surfaces and spectator facilities that are designed to attract high-demand outdoor sports tournaments from day one. This will include turf, lighting, scoreboards, and seating.

Prioritize Basic Site Infrastructure:

Critical foundational elements will include the rapid development of main access roads leading to and through the complex, comprehensive utility connections (water, sewer, power), efficient and ample parking areas capable of handling large event volumes, and pedestrian circulation paths to ensure safe and easy movement throughout the site for participants and visitors.

Initiate Strategic Partnerships:

Early engagement and formal agreements with prominent youth sports associations (e.g., USSSA, Perfect Game, AAU),

experienced tournament operators, and key regional clubs will be crucial for securing initial bookings and rapidly establishing the complex's reputation. This proactive approach will include developing compelling bid packets and promotional materials highlighting the new facilities.

Begin Construction of Supporting Amenities:

Essential supporting structures such as modern restrooms facilities, fully equipped concession buildings, dedicated first aid stations, and clear directional signage will be built concurrently with the fields to enhance the visitor experience from the very first event.

Focus on Early Activation:

Even during partial completion, the strategy will involve hosting smaller, local events, showcase tournaments, and community sports leagues to generate early buzz, test operational logistics, and fine-tune event management processes.

Phase 2

Hotel and Expo/Convention Center (Target Completion: By 2029)

This phase introduces the critical lodging and indoor event capabilities, significantly expanding the development's capacity for multi-day events and conventions.

Launch Construction of the Destination Hotel: This will be the first of the planned hotels (likely a select-service or full-service option), strategically designed to accommodate the immediate need for tournament attendees and event participants requiring overnight stays. Focus will be on comfortable, team-friendly accommodations with amenities catering to traveling groups.

Build the Expo/Convention Center: Construction of this indoor facility will commence, with a focus on flexible configurations to host a wide array of events, including indoor sports, competitive cheer, regional expos, and various performances. This includes installing advanced rigging systems for diverse setups, professional sound and lighting systems, and divisible meeting spaces to accommodate concurrent sessions.

Coordinate with Regional Event Promoters: Proactive outreach to university partners (e.g., Idaho State University athletics and academic departments for events and

conferences) and major trade show organizers will be crucial to begin populating the event calendar for the new indoor venue, leveraging its unique capabilities and modern infrastructure.

Develop Shuttle Services: Establish efficient shuttle services connecting the new hotel, expo center, sports complex, and Pocatello Regional Airport to ensure seamless visitor transit and enhance the overall attendee experience, minimizing reliance on personal vehicles for airport transfers.



Phase 3

Mixed-Use Development (Target Completion: By 2030)

This phase completes the core mixed-use vision, adding residential, commercial, and retail vibrancy that sustains the development beyond event weekends.

Phase in Retail and Restaurant Spaces: A strategic mix of retail and dining options will be introduced, carefully curated to serve both the growing local resident base within the development and the continuous stream of visiting guests. This includes diverse culinary experiences (from quick bites to sit-down restaurants) and retail concepts that align with visitor profiles and local demand.

Begin Development of Office Space: The 40,000 square feet of modern office space will be developed to attract local professional services firms, regional satellite offices for larger companies, and businesses seeking contemporary, accessible workspaces integrated into a dynamic mixed-use environment. This creates a sustainable daytime population and diverse economic activity.

Construct 99 Multifamily Apartment Units: These market-rate units will be meticulously designed to attract a diverse tenant base, including workforce housing for those employed within the development, young professionals, and long-term renters seeking a vibrant community environment with convenient access to amenities, recreation, and employment opportunities.

Phase 4

Programming and Branding Activation (Ongoing from 2028)

This phase focuses on establishing a strong market presence and ensuring continuous engagement.

Launch a Unified Brand Identity: Develop a compelling and consistent brand for the entire C.R.E.S.T. Destination that powerfully positions Pocatello as a premier regional tournament and event destination. This includes a memorable name, distinctive logo design, and a clear brand narrative that highlights the “competition plus adventure” theme and unique amenities.

Collaborate with Tourism Boards: Work closely and continuously with Visit Idaho, city tourism boards, and regional sports marketing groups to execute targeted promotional campaigns, advertising, and public relations efforts that drive widespread awareness and attract new visitor segments to the C.R.E.S.T. Destination.

Activate the Site with Year-Round Programming: Implement a dynamic and diverse calendar of events that extends beyond major sports tournaments. This will include seasonal festivals (e.g., fall harvest festivals, holiday light shows), community gatherings, and campus-extension activities from Idaho State University, ensuring continuous vibrancy, local engagement, and visitor draw even during non-peak sports periods.



Phase 5

Expansion and Enhancement (Post-2030, Ongoing)

This long-term phase ensures the development remains adaptable and continues growing with evolving market demands.

Assess Demand Growth: Continuously monitor visitor numbers, event bookings, and regional trends to identify opportunities for expansion. This allows for adjusting field capacity, adding specialized amenities like indoor training centers (e.g., batting cages, gymnastics pits), or advanced sports medicine clinics as needed.

Expand Hospitality Options: Based on sustained demand, consider more hotels, specialized lodging (e.g., boutique hotels, extended stay, or a branded family resort), or a larger convention hotel to support bigger events.

Pursue Private Sponsorships and Naming Rights: Actively secure corporate sponsorships and naming rights for key facilities, strengthening long-term financial sustainability. Focus on partners aligned with the project's mission and audience.

Add New Market Segments: Introduce future-facing program elements such as a cultural & heritage center, adventure tourism basecamp, luxury wellness spa, eSports arena, or cycling velodrome/action sports zone. These additions expand the destination's appeal and diversify revenue.

This phased strategy drives early revenue through sports tourism, builds momentum with hotel and convention traffic, and culminates in a vibrant, mixed-use neighborhood delivering lasting economic impact for the region.

10

Conclusion & Strategic Opportunity

Robust demand for sports, lodging, housing, retail, and event space demonstrates that the C.R.E.S.T. Destination is a strategically designed development poised to transform Pocatello into a vibrant, year-round hub for tourism, business, and community growth.



Transforming a City

Pocatello stands on the brink of a transformative moment, an investment opportunity capable of reshaping its economic future and elevating its position within the Intermountain West. What started as a local development project addressing specific facility needs has evolved into a strategic plan that directly addresses critical regional gaps in youth sports tourism, event hosting capabilities, and destination attractiveness. More than a real estate endeavor, this project represents a unique opportunity to redefine Pocatello's identity as a vibrant regional center for activity, commerce, and community.

Final Thoughts

Investing in a multi-purpose sports complex, convention center, and integrated hospitality offerings positions Pocatello to attract steady streams of visitors from Idaho, Utah, Montana, and Washington. These visitors will significantly boost hotel occupancy, restaurant traffic, and retail activity while elevating Pocatello's regional and national visibility as a tournament and event destination.

Each component of this development, including modern office spaces, curated retail options, quality residential units, and placed hotels, is designed not only to meet local market demands but also to leverage and amplify the economic potential generated by sports and event tourism. This integrated approach ensures sustainability, as each part of the development supports and reinforces the others, creating a thriving, active community destination with a clear and appealing identity.

Rooted in rigorous market analysis and data-driven planning, the project aligns with regional demand. Its phased, strategic rollout mitigates risk while maximizing long-term impact, ensuring continued growth and visitor attraction.

Successful communities plan boldly. This project offers Pocatello a unique opportunity to meet unmet needs in youth sports, corporate events, and entertainment, positioning the city as a key regional player and unlocking new economic potential.

Now is the pivotal moment for Pocatello to invest in this comprehensive vision. By doing so, the city will establish a dynamic regional identity, enhance resident quality of life, and stimulate meaningful economic development. The Pocatello C.R.E.S.T. Destination is more than a proposal; it is a clear roadmap to a prosperous future, benefiting the entire community for generations to come.

Appendix: A

Subheader filler text for sizing exampleBus voleserum is ere ius explam, coressit occum rem fugitem fugit lab ipsusti que nonsequatae .

Redvelopment Market Analysis

2029 Market Size Projections

Subheader filler text for sizing exampleBus voleserum is ere ius explam, coressit occum rem fugitem fugit lab ipsusti que

	2024 Total Population		2024 Total Households		2024 Household Size	
	30 Minutes	60 Minutes	30 Minutes	60 Minutes	30 Minutes	60 Minutes
Pocatello, ID	109,675	300,053	40,360	105,334	2.72	2.85
Bettendorf, IA	347,693	694,955	149,372	274,550	2.33	2.53
Brighton, MI	989,119	5,419,320	407,734	2,223,209	2.43	2.44
New Haven, IN	444,347	947,038	176,952	377,151	2.51	2.51
New Lenox, IL	1,159,019	7,137,761	436,667	2,783,050	2.65	2.56
COMPARABLE AVERAGE	735,045	3,549,769	292,681	1,414,490	2.48	2.51
	2029 Total Population		2029 Total Households		2029 Household Size	
	30 Minutes	60 Minutes	30 Minutes	60 Minutes	30 Minutes	60 Minutes
Pocatello, ID	112,868	315,072	41,887	111,151	2.69	2.83
Bettendorf, IA	344,068	649,219	146,177	276,511	2.35	2.35
Brighton, MI	988,549	5,371,232	416,579	2,249,758	2.37	2.39
New Haven, IN	453,492	953,668	182,342	384,451	2.49	2.48
New Lenox, IL	1,138,494	7,014,937	440,502	2,814,915	2.58	2.49
COMPARABLE AVERAGE	731,151	3,497,264	296,400	1,431,409	2.45	2.43

Notes:
Esri forecasts based upon U.S. Census Bureau 2000, 2010, and 2020 decennial census data.

2024 Population by Age and Target Market

	Population	Population by Age							Target Market (0 - 24)	Target Market (0 - 24)
		0 - 14	15 - 24	25 - 34	35 - 44	45 - 54	55 - 64	65+		
30-Minute Drive Time										
Pocatello, ID	109,675	21.5%	15.3%	13.8%	13.4%	10.8%	9.7%	15.6%	40,360	36.8%
Bettendorf, IA	347,693	18.1%	13.0%	12.1%	12.8%	11.8%	12.3%	19.9%	108,133	31.1%
Brighton, MI	989,119	15.6%	14.0%	13.6%	12.7%	12.0%	12.9%	19.3%	292,779	29.6%
New Haven, IN	444,347	20.3%	13.3%	13.7%	12.8%	11.5%	11.5%	16.9%	149,301	33.6%
New Lenox, IL	1,159,019	17.4%	12.6%	12.3%	13.0%	12.8%	13.1%	18.8%	347,706	30.0%
COMPARABLE AVERAGE	735,045	17.9%	13.2%	12.9%	12.8%	12.0%	12.5%	18.7%	224,480	31.1%
60-Minute Drive Time										
Pocatello, ID	300,053	23.5%	14.7%	12.9%	13.5%	10.7%	9.6%	15.1%	114,620	38.2%
Bettendorf, IA	654,955	17.3%	14.3%	12.1%	12.2%	11.4%	12.1%	20.1%	206,966	31.6%
Brighton, MI	5,419,320	17.0%	13.0%	13.9%	12.7%	12.1%	12.9%	18.4%	1,625,796	30.0%
New Haven, IN	947,038	19.6%	13.1%	12.5%	12.1%	11.6%	12.3%	18.9%	309,681	32.7%
New Lenox, IL	7,137,761	17.2%	12.7%	14.4%	13.9%	12.7%	12.2%	16.7%	2,134,191	29.9%
COMPARABLE AVERAGE	3,539,769	17.8%	13.3%	13.2%	12.7%	12.0%	12.4%	18.5%	1,069,158	31.1%

2029 Population by Age and Target Market

	Population	Population by Age							Target Market (0 - 24)	Target Market (0 - 24)
		0 - 14	15 - 24	25 - 34	35 - 44	45 - 54	55 - 64	65+		
30-Minute Drive Time										
Pocatello, ID	112,868	13.1%	18.0%	14.5%	16.5%	22.8%	10.4%	4.7%	35,102	31.1%
Bettendorf, IA	344,068	13.2%	17.7%	16.6%	13.3%	19.9%	11.0%	8.3%	106,317	30.9%
Brighton, MI	988,549	8.9%	10.8%	12.6%	11.4%	20.8%	15.0%	20.5%	194,744	19.7%
New Haven, IN	453,492	10.3%	18.3%	18.4%	15.9%	18.8%	9.9%	8.2%	129,699	28.6%
New Lenox, IL	1,138,494	8.7%	11.6%	13.3%	13.0%	21.6%	15.5%	16.3%	231,114	20.3%
COMPARABLE AVERAGE	731,151	10.3%	14.6%	15.2%	13.4%	20.3%	12.9%	13.3%	165,469	24.9%
60-Minute Drive Time										
Pocatello, ID	315,072	10.5%	13.5%	16.1%	17.4%	23.8%	11.2%	7.5%	75,617	24.0%
Bettendorf, IA	649,219	14.7%	17.7%	16.2%	13.6%	20.1%	10.5%	7.3%	210,347	32.4%
Brighton, MI	5,371,232	14.0%	15.0%	15.3%	12.6%	19.5%	11.2%	12.3%	1,557,657	29.0%
New Haven, IN	953,668	10.4%	18.0%	18.2%	16.1%	20.4%	9.8%	7.0%	270,842	28.4%
New Lenox, IL	7,014,937	11.8%	12.8%	13.5%	12.5%	20.1%	13.0%	16.3%	1,725,675	24.6%
COMPARABLE AVERAGE	3,497,264	12.7%	15.9%	15.8%	13.7%	20.0%	11.1%	10.7%	941,130	28.6%

Redvelopment Market Analysis

2024 Household Wealth

	Total Households	Average Household Income	Income Distribution						
			\$0 - \$24,999	\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 - \$149,999	\$150,000 - \$199,999	\$200,000+
30-Minute Drive Time									
Pocatello, ID	40,360	\$81,361	14.4%	17.1%	17.3%	16.8%	20.3%	8.2%	6.0%
Bettendorf, IA	145,372	\$93,115	15.4%	20.1%	17.6%	13.4%	18.1%	8.5%	6.8%
Brighton, MI	407,734	\$134,679	11.2%	13.3%	14.0%	11.8%	19.6%	12.4%	17.8%
New Haven, IN	176,952	\$92,352	13.1%	21.2%	19.8%	15.5%	16.4%	7.2%	6.8%
New Lenox, IL	436,667	\$123,292	10.8%	14.0%	14.8%	13.5%	20.2%	12.8%	13.9%
COMPARABLE AVERAGE	291,681	\$110,860	12.6%	17.2%	16.6%	13.6%	18.6%	10.2%	11.3%
60-Minute Drive Time									
Pocatello, ID	105,334	\$93,036	14.5%	17.5%	18.4%	15.9%	20.4%	7.4%	6.0%
Bettendorf, IA	274,550	\$89,559	17.0%	20.2%	17.2%	13.5%	18.1%	8.0%	6.1%
Brighton, MI	2,233,209	\$103,699	16.9%	17.8%	16.3%	12.5%	17.5%	8.8%	10.3%
New Haven, IN	377,151	\$90,251	13.1%	21.0%	149.5%	15.8%	17.7%	7.1%	5.9%
New Lenox, IL	2,783,050	\$118,980	14.4%	15.1%	14.8%	12.8%	18.6%	10.7%	13.8%
COMPARABLE AVERAGE	1,416,990	\$100,622	15.4%	18.5%	49.5%	13.7%	18.0%	8.7%	9.0%

2024 Household Wealth Projections

	Total Households	Average Household Income	Income Distribution						
			\$0 - \$24,999	\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 - \$149,999	\$150,000 - \$199,999	\$200,000+
30-Minute Drive Time									
Pocatello, ID	41,887	\$81,361	10.5%	13.5%	16.1%	17.4%	23.8%	11.2%	7.5%
Bettendorf, IA	146,177	\$93,115	13.2%	17.7%	16.6%	13.3%	19.9%	11.0%	8.3%
Brighton, MI	416,579	\$134,679	8.9%	10.8%	12.6%	11.4%	20.8%	15.0%	20.5%
New Haven, IN	182,342	\$92,352	10.3%	18.3%	18.4%	15.9%	18.8%	9.9%	8.2%
New Lenox, IL	440,502	\$123,292	8.7%	11.6%	13.3%	13.0%	21.6%	15.5%	16.3%
COMPARABLE AVERAGE	296,400	\$110,860	10.3%	14.6%	15.2%	13.4%	20.3%	12.9%	13.3%
60-Minute Drive Time									
Pocatello, ID	111,151	\$93,036	10.9%	13.9%	17.0%	16.4%	24.0%	10.2%	7.5%
Bettendorf, IA	276,511	\$89,559	14.7%	17.7%	16.2%	13.6%	20.1%	10.5%	7.3%
Brighton, MI	2,249,758	\$103,699	14.0%	15.0%	15.3%	12.6%	19.5%	11.2%	12.3%
New Haven, IN	384,451	\$90,251	10.4%	18.0%	18.2%	16.1%	20.4%	9.8%	7.0%
New Lenox, IL	2,814,915	\$118,980	11.8%	12.8%	13.5%	12.5%	20.1%	13.0%	16.3%
COMPARABLE AVERAGE	1,431,409	\$100,622	12.7%	15.9%	15.8%	13.7%	20.0%	11.1%	10.7%

Ancillary Development Summary Demand Analysis

Apartment Demand

2024 30-Minute Drive Time Population:	109,675
2029 30-Minute Drive Time Population:	<u>112,868</u>
Population Change:	3,193

Household Size:	3
Market Share of Residential Residences:	30%

Apartment Demand: 319 Apartments

Hotel Demand

2024 60-Minute Drive Time Population:	300,053
2029 60-Minute Drive Time Population:	<u>315,072</u>
Population Change:	15,019

Rooms per 10,000 Residents: 155

Hotel Demand 233 Rooms

Retail Demand

2024 30-Minute Drive Time Population:	109,675
2029 30-Minute Drive Time Population:	<u>112,868</u>
Population Change:	3,193

Household Size:	3
Annual Sales per Household:	\$11,000
Sales per SF:	\$150

Retail Demand 78,051 Square Feet

Office Demand

2024 30-Minute Drive Time Population:	109,675
2029 30-Minute Drive Time Population:	<u>112,868</u>
Population Change:	3,193

Office Worker Factor:	20%
Square Feet per Office Worker	150

Office Demand 95,790





Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
Population Summary			
2010 Total Population	100,695	254,513	446,118
2020 Total Population	105,511	282,849	507,664
2020 Group Quarters	2,556	4,703	20,971
2024 Total Population	109,675	300,053	540,482
2024 Group Quarters	2,560	4,714	20,998
2029 Total Population	112,868	315,072	569,450
2024-2029 Annual Rate	0.58%	0.98%	1.05%
2024 Total Daytime Population	111,611	300,943	529,730
Workers	50,874	139,505	237,077
Residents	60,737	161,438	292,653
Household Summary			
2010 Households	36,614	89,542	150,573
2010 Average Household Size	2.69	2.80	2.92
2020 Total Households	38,666	98,965	168,033
2020 Average Household Size	2.66	2.81	2.90
2024 Households	40,360	105,334	180,169
2024 Average Household Size	2.65	2.80	2.88
2029 Households	41,887	111,151	191,536
2029 Average Household Size	2.63	2.79	2.86
2024-2029 Annual Rate	0.75%	1.08%	1.23%
2010 Families	25,205	64,978	112,388
2010 Average Family Size	3.23	3.31	3.37
2024 Families	26,239	73,110	130,433
2024 Average Family Size	3.32	3.43	3.43
2029 Families	27,093	76,856	138,293
2029 Average Family Size	3.30	3.42	3.41
2024-2029 Annual Rate	0.64%	1.00%	1.18%
Housing Unit Summary			
2000 Housing Units	34,909	80,632	135,844
Owner Occupied Housing Units	65.8%	69.5%	69.7%
Renter Occupied Housing Units	27.6%	24.1%	23.3%
Vacant Housing Units	6.6%	6.3%	7.0%
2010 Housing Units	39,342	96,668	162,772
Owner Occupied Housing Units	63.0%	66.5%	66.4%
Renter Occupied Housing Units	30.1%	26.1%	26.1%
Vacant Housing Units	6.9%	7.4%	7.5%
2020 Housing Units	41,256	105,186	179,453
Owner Occupied Housing Units	62.9%	66.9%	66.1%
Renter Occupied Housing Units	30.8%	27.2%	27.5%
Vacant Housing Units	6.2%	6.1%	6.5%
2024 Housing Units	42,950	111,482	191,523
Owner Occupied Housing Units	65.2%	69.1%	67.9%
Renter Occupied Housing Units	28.7%	25.4%	26.2%
Vacant Housing Units	6.0%	5.5%	5.9%
2029 Housing Units	44,443	117,290	202,943
Owner Occupied Housing Units	66.9%	70.9%	69.9%
Renter Occupied Housing Units	27.3%	23.9%	24.5%
Vacant Housing Units	5.8%	5.2%	5.6%

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 23, 2025



Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
2024 Households by Income			
Household Income Base	40,360	105,334	180,169
<\$15,000	8.6%	7.1%	7.3%
\$15,000 - \$24,999	8.9%	7.3%	7.2%
\$25,000 - \$34,999	10.0%	7.2%	7.3%
\$35,000 - \$49,999	12.2%	9.9%	10.2%
\$50,000 - \$74,999	15.2%	17.3%	18.4%
\$75,000 - \$99,999	15.4%	16.8%	15.9%
\$100,000 - \$149,999	18.8%	20.3%	20.4%
\$150,000 - \$199,999	7.3%	8.2%	7.4%
\$200,000+	3.6%	6.0%	6.0%
Average Household Income	\$81,361	\$93,036	\$91,920
2029 Households by Income			
Household Income Base	41,887	111,151	191,536
<\$15,000	6.7%	5.4%	5.6%
\$15,000 - \$24,999	6.4%	5.1%	5.3%
\$25,000 - \$34,999	8.2%	5.7%	5.8%
\$35,000 - \$49,999	9.8%	7.8%	8.1%
\$50,000 - \$74,999	14.5%	16.1%	17.0%
\$75,000 - \$99,999	16.5%	17.4%	16.4%
\$100,000 - \$149,999	22.8%	23.8%	24.0%
\$150,000 - \$199,999	10.4%	11.2%	10.2%
\$200,000+	4.7%	7.5%	7.5%
Average Household Income	\$96,795	\$109,384	\$107,971
2024 Owner Occupied Housing Units by Value			
Total	28,016	77,024	130,035
<\$50,000	7.0%	5.1%	5.2%
\$50,000 - \$99,999	4.4%	3.1%	3.2%
\$100,000 - \$149,999	6.5%	5.1%	4.5%
\$150,000 - \$199,999	5.8%	5.6%	5.5%
\$200,000 - \$249,999	7.9%	7.1%	7.5%
\$250,000 - \$299,999	7.7%	8.4%	8.6%
\$300,000 - \$399,999	25.2%	24.7%	22.5%
\$400,000 - \$499,999	17.4%	19.0%	18.9%
\$500,000 - \$749,999	14.3%	17.2%	18.2%
\$750,000 - \$999,999	2.5%	3.2%	4.1%
\$1,000,000 - \$1,499,999	1.0%	1.0%	1.2%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.1%
\$2,000,000 +	0.4%	0.4%	0.5%
Average Home Value	\$360,512	\$389,252	\$400,634
2029 Owner Occupied Housing Units by Value			
Total	29,744	83,121	141,860
<\$50,000	4.4%	3.1%	3.3%
\$50,000 - \$99,999	1.9%	1.5%	1.8%
\$100,000 - \$149,999	3.0%	2.4%	2.3%
\$150,000 - \$199,999	2.5%	2.6%	2.7%
\$200,000 - \$249,999	3.2%	2.9%	3.5%
\$250,000 - \$299,999	3.5%	3.6%	4.0%
\$300,000 - \$399,999	15.7%	15.3%	14.3%
\$400,000 - \$499,999	24.1%	23.5%	22.3%
\$500,000 - \$749,999	31.1%	33.8%	33.0%
\$750,000 - \$999,999	6.7%	7.5%	8.6%
\$1,000,000 - \$1,499,999	1.9%	1.9%	2.3%
\$1,500,000 - \$1,999,999	0.0%	0.1%	0.3%
\$2,000,000 +	2.0%	1.8%	1.5%
Average Home Value	\$512,915	\$528,427	\$528,950

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 23, 2025



Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
Median Household Income			
2024	\$64,925	\$76,342	\$74,296
2029	\$80,146	\$87,282	\$85,532
Median Home Value			
2024	\$342,785	\$363,157	\$368,889
2029	\$465,663	\$479,444	\$480,935
Per Capita Income			
2024	\$30,063	\$32,671	\$30,845
2029	\$36,050	\$38,591	\$36,507
Median Age			
2010	31.0	31.6	30.0
2020	34.2	33.8	31.3
2024	34.5	34.2	31.8
2029	35.5	35.1	32.6
2020 Population by Age			
Total	105,511	282,849	507,664
0 - 4	6.8%	7.4%	7.5%
5 - 9	7.7%	8.3%	8.1%
10 - 14	7.9%	8.7%	8.6%
15 - 24	15.1%	14.1%	17.4%
25 - 34	13.5%	13.0%	13.0%
35 - 44	13.0%	13.1%	12.3%
45 - 54	10.2%	10.1%	9.5%
55 - 64	10.8%	10.8%	10.2%
65 - 74	9.2%	8.8%	8.1%
75 - 84	4.2%	4.2%	3.9%
85 +	1.5%	1.5%	1.4%
18 +	73.0%	70.6%	70.9%
2024 Population by Age			
Total	109,676	300,055	540,484
0 - 4	6.8%	7.4%	7.5%
5 - 9	7.2%	7.9%	7.7%
10 - 14	7.5%	8.2%	8.0%
15 - 24	15.3%	14.7%	17.8%
25 - 34	13.8%	12.9%	13.1%
35 - 44	13.4%	13.5%	12.6%
45 - 54	10.8%	10.7%	10.1%
55 - 64	9.7%	9.6%	9.1%
65 - 74	9.2%	8.8%	8.2%
75 - 84	4.8%	4.7%	4.4%
85 +	1.6%	1.6%	1.5%
18 +	74.1%	71.8%	72.0%
2029 Population by Age			
Total	112,867	315,071	569,450
0 - 4	6.8%	7.4%	7.5%
5 - 9	6.7%	7.3%	7.2%
10 - 14	7.0%	7.6%	7.5%
15 - 24	14.6%	14.2%	17.0%
25 - 34	14.3%	13.3%	13.7%
35 - 44	13.3%	13.4%	12.6%
45 - 54	11.6%	11.6%	10.9%
55 - 64	9.1%	8.9%	8.4%
65 - 74	9.0%	8.8%	8.3%
75 - 84	5.8%	5.7%	5.2%
85 +	1.8%	1.8%	1.7%
18 +	75.4%	73.2%	73.4%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 23, 2025



Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
2020 Population by Sex			
Males	52,307	140,926	254,204
Females	53,204	141,923	253,460
2024 Population by Sex			
Males	55,125	151,657	274,322
Females	54,550	148,396	266,160
2029 Population by Sex			
Males	56,318	158,202	287,196
Females	56,550	156,870	282,254
2010 Population by Race/Ethnicity			
Total	100,695	254,513	446,119
White Alone	85.7%	88.1%	88.7%
Black Alone	0.7%	0.5%	0.5%
American Indian Alone	5.1%	2.6%	1.8%
Asian Alone	1.2%	0.9%	0.8%
Pacific Islander Alone	0.2%	0.1%	0.1%
Some Other Race Alone	4.4%	5.4%	6.0%
Two or More Races	2.7%	2.3%	2.1%
Hispanic Origin	10.4%	11.4%	12.1%
Diversity Index	39.7	37.7	37.6
2020 Population by Race/Ethnicity			
Total	105,511	282,849	507,664
White Alone	79.5%	82.3%	82.8%
Black Alone	0.8%	0.6%	0.6%
American Indian Alone	5.6%	2.8%	1.9%
Asian Alone	1.2%	1.0%	1.0%
Pacific Islander Alone	0.3%	0.2%	0.2%
Some Other Race Alone	5.3%	6.2%	6.8%
Two or More Races	7.4%	7.0%	6.7%
Hispanic Origin	12.7%	13.3%	13.9%
Diversity Index	49.9	47.2	47.1
2024 Population by Race/Ethnicity			
Total	109,675	300,052	540,481
White Alone	78.7%	81.3%	81.9%
Black Alone	0.7%	0.6%	0.6%
American Indian Alone	5.6%	2.8%	1.9%
Asian Alone	1.2%	1.1%	1.0%
Pacific Islander Alone	0.3%	0.2%	0.2%
Some Other Race Alone	5.6%	6.7%	7.3%
Two or More Races	7.8%	7.4%	7.1%
Hispanic Origin	13.5%	14.3%	14.9%
Diversity Index	51.6	49.3	49.1
2029 Population by Race/Ethnicity			
Total	112,867	315,072	569,450
White Alone	77.5%	80.1%	80.7%
Black Alone	0.8%	0.6%	0.6%
American Indian Alone	5.7%	2.8%	1.9%
Asian Alone	1.3%	1.1%	1.1%
Pacific Islander Alone	0.3%	0.2%	0.2%
Some Other Race Alone	6.1%	7.2%	7.9%
Two or More Races	8.4%	8.0%	7.6%
Hispanic Origin	14.5%	15.5%	16.0%
Diversity Index	53.8	51.7	51.5

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 23, 2025



Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
2020 Population by Relationship and Household Type			
Total	105,511	282,849	507,664
In Households	97.6%	98.3%	95.9%
Householder	36.7%	35.0%	33.1%
Opposite-Sex Spouse	17.7%	19.0%	19.4%
Same-Sex Spouse	0.1%	0.1%	0.1%
Opposite-Sex Unmarried Partner	2.7%	2.1%	1.7%
Same-Sex Unmarried Partner	0.1%	0.1%	0.1%
Biological Child	28.9%	31.6%	31.6%
Adopted Child	0.8%	0.8%	0.8%
Stepchild	1.7%	1.6%	1.5%
Grandchild	2.6%	2.4%	2.3%
Brother or Sister	0.9%	0.8%	0.7%
Parent	0.7%	0.7%	0.6%
Parent-in-law	0.2%	0.2%	0.2%
Son-in-law or Daughter-in-law	0.5%	0.5%	0.5%
Other Relatives	1.0%	0.9%	0.8%
Foster Child	0.1%	0.1%	0.1%
Other Nonrelatives	2.9%	2.4%	2.4%
In Group Quarters	2.4%	1.7%	4.1%
Institutionalized	1.2%	1.0%	0.9%
Noninstitutionalized	1.2%	0.6%	3.2%
2024 Population 25+ by Educational Attainment			
Total	69,293	185,516	318,673
Less than 9th Grade	2.2%	2.8%	3.1%
9th - 12th Grade, No Diploma	4.8%	4.3%	4.3%
High School Graduate	22.3%	22.8%	24.1%
GED/Alternative Credential	4.8%	4.7%	4.4%
Some College, No Degree	24.4%	22.6%	22.5%
Associate Degree	10.6%	11.3%	11.2%
Bachelor's Degree	20.9%	21.5%	20.9%
Graduate/Professional Degree	10.0%	9.9%	9.5%
2024 Population 15+ by Marital Status			
Total	86,028	229,712	414,829
Never Married	32.4%	29.0%	30.9%
Married	51.5%	55.4%	56.1%
Widowed	5.5%	5.2%	4.6%
Divorced	10.7%	10.4%	8.4%
2024 Civilian Population 16+ in Labor Force			
Civilian Population 16+	51,085	143,656	256,869
Population 16+ Employed	96.4%	97.2%	97.4%
Population 16+ Unemployment rate	3.6%	2.8%	2.6%
Population 16-24 Employed	17.9%	18.1%	22.2%
Population 16-24 Unemployment rate	8.2%	6.6%	5.4%
Population 25-54 Employed	65.0%	63.3%	60.4%
Population 25-54 Unemployment rate	2.4%	1.8%	1.8%
Population 55-64 Employed	12.4%	13.2%	12.6%
Population 55-64 Unemployment rate	2.2%	1.7%	1.6%
Population 65+ Employed	4.7%	5.5%	4.8%
Population 65+ Unemployment rate	5.0%	2.6%	3.3%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 23, 2025



Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
2024 Employed Population 16+ by Industry			
Total	49,239	139,673	250,084
Agriculture/Mining	2.3%	3.1%	4.4%
Construction	7.3%	9.1%	8.8%
Manufacturing	7.8%	8.3%	10.8%
Wholesale Trade	1.8%	2.0%	2.0%
Retail Trade	11.4%	11.5%	11.2%
Transportation/Utilities	5.5%	5.0%	5.1%
Information	1.3%	1.2%	1.2%
Finance/Insurance/Real Estate	7.0%	4.9%	4.3%
Services	49.0%	49.5%	47.3%
Public Administration	6.5%	5.2%	4.9%
2024 Employed Population 16+ by Occupation			
Total	49,238	139,673	250,085
White Collar	59.4%	59.7%	57.5%
Management/Business/Financial	14.1%	16.0%	15.7%
Professional	25.6%	24.9%	23.8%
Sales	8.8%	8.6%	8.2%
Administrative Support	10.9%	10.3%	9.8%
Services	18.4%	16.8%	16.7%
Blue Collar	22.2%	23.5%	25.8%
Farming/Forestry/Fishing	1.0%	1.3%	1.8%
Construction/Extraction	5.3%	6.2%	6.2%
Installation/Maintenance/Repair	3.4%	3.1%	3.1%
Production	4.3%	4.8%	5.9%
Transportation/Material Moving	8.2%	8.0%	8.7%
2020 Households by Type			
Total	38,666	98,965	168,033
Married Couple Households	48.6%	54.7%	58.7%
With Own Children <18	20.9%	24.7%	26.6%
Without Own Children <18	27.7%	30.0%	32.2%
Cohabiting Couple Households	7.5%	6.2%	5.3%
With Own Children <18	2.8%	2.5%	2.2%
Without Own Children <18	4.7%	3.7%	3.1%
Male Householder, No Spouse/Partner	19.0%	16.8%	15.7%
Living Alone	12.7%	11.4%	10.3%
65 Years and over	3.9%	3.6%	3.3%
With Own Children <18	2.0%	1.8%	1.7%
Without Own Children <18, With Relatives	2.6%	2.3%	2.3%
No Relatives Present	1.6%	1.4%	1.4%
Female Householder, No Spouse/Partner	25.0%	22.3%	20.3%
Living Alone	13.9%	12.3%	11.0%
65 Years and over	6.5%	6.2%	5.8%
With Own Children <18	4.8%	4.5%	4.1%
Without Own Children <18, With Relatives	5.0%	4.5%	4.1%
No Relatives Present	1.2%	1.0%	1.0%
2020 Households by Size			
Total	38,666	98,965	168,033
1 Person Household	26.6%	23.7%	21.4%
2 Person Household	32.7%	32.5%	33.1%
3 Person Household	14.7%	14.5%	14.5%
4 Person Household	11.9%	12.4%	12.7%
5 Person Household	7.2%	8.3%	8.8%
6 Person Household	4.1%	5.2%	5.7%
7 + Person Household	2.7%	3.4%	3.8%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 23, 2025



Market Profile

Pocatello, ID, USA

Drive Times: 30, 60, 90 drive time minute radii

Latitude: 42.8665

Longitude: -112.4435

	30 drive time minute	60 drive time minute	90 drive time minute
Top 3 Tapestry Segments			
1.	Set to Impress (11D)	Middleburg (4C)	Middleburg (4C)
2.	Middleburg (4C)	Set to Impress (11D)	Green Acres (6A)
3.	Down the Road (10D)	Green Acres (6A)	Prairie Living (6D)
2024 Consumer Spending			
Apparel & Services: Total \$	\$70,412,321	\$207,159,588	\$348,407,720
Average Spent	\$1,744.61	\$1,966.69	\$1,933.78
Spending Potential Index	73	83	81
Education: Total \$	\$49,185,204	\$146,103,657	\$246,531,733
Average Spent	\$1,218.66	\$1,387.05	\$1,368.34
Spending Potential Index	71	80	79
Entertainment/Recreation: Total \$	\$120,010,538	\$360,684,664	\$612,973,214
Average Spent	\$2,973.50	\$3,424.20	\$3,402.21
Spending Potential Index	73	84	83
Food at Home: Total \$	\$214,529,691	\$631,617,494	\$1,068,531,383
Average Spent	\$5,315.40	\$5,996.33	\$5,930.72
Spending Potential Index	73	82	81
Food Away from Home: Total \$	\$115,929,917	\$341,929,619	\$576,544,649
Average Spent	\$2,872.40	\$3,246.15	\$3,200.02
Spending Potential Index	74	83	82
Health Care: Total \$	\$231,914,487	\$693,094,901	\$1,185,436,723
Average Spent	\$5,746.15	\$6,579.97	\$6,579.58
Spending Potential Index	75	86	86
HH Furnishings & Equipment: Total \$	\$94,029,391	\$279,913,645	\$474,936,073
Average Spent	\$2,329.77	\$2,657.39	\$2,636.06
Spending Potential Index	74	84	83
Personal Care Products & Services: Total \$	\$28,926,354	\$85,008,052	\$142,451,401
Average Spent	\$716.71	\$807.03	\$790.65
Spending Potential Index	72	81	79
Shelter: Total \$	\$759,443,170	\$2,257,254,197	\$3,796,982,764
Average Spent	\$18,816.73	\$21,429.49	\$21,074.56
Spending Potential Index	71	80	79
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$105,102,088	\$316,256,414	\$537,615,917
Average Spent	\$2,604.12	\$3,002.42	\$2,983.95
Spending Potential Index	74	86	85
Travel: Total \$	\$86,342,583	\$261,359,778	\$442,803,500
Average Spent	\$2,139.31	\$2,481.25	\$2,457.71
Spending Potential Index	71	82	81
Vehicle Maintenance & Repairs: Total \$	\$44,795,983	\$132,620,336	\$225,608,375
Average Spent	\$1,109.91	\$1,259.05	\$1,252.20
Spending Potential Index	75	85	85

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

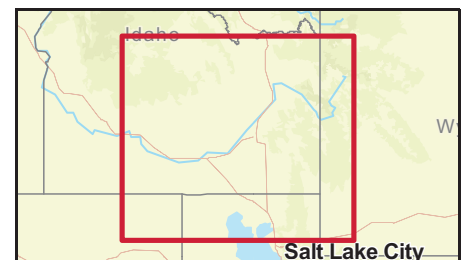
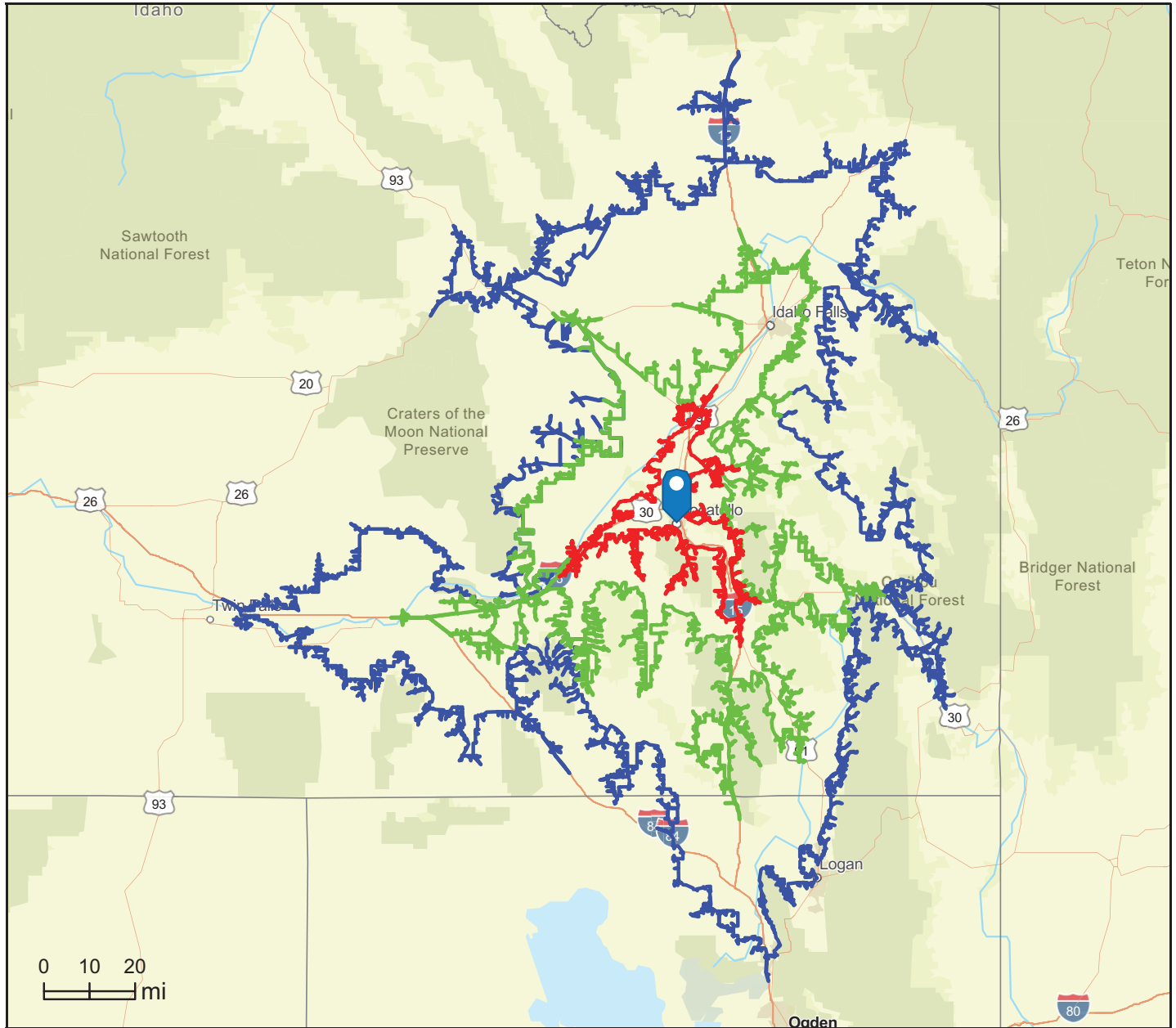
January 23, 2025



Site Map

Pocatello, ID, USA
Drive Time: 30 drive time minute radius

Latitude: 42.8665
Longitude: -112.4435

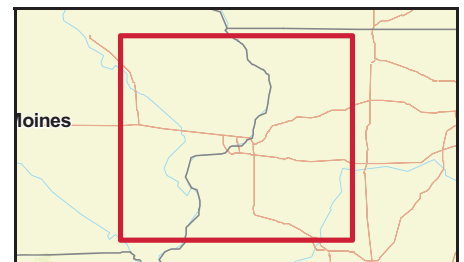
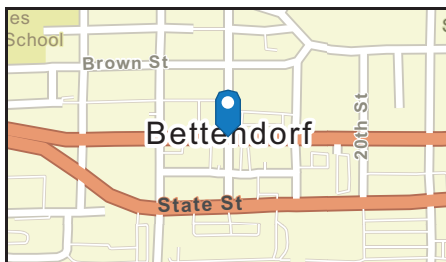
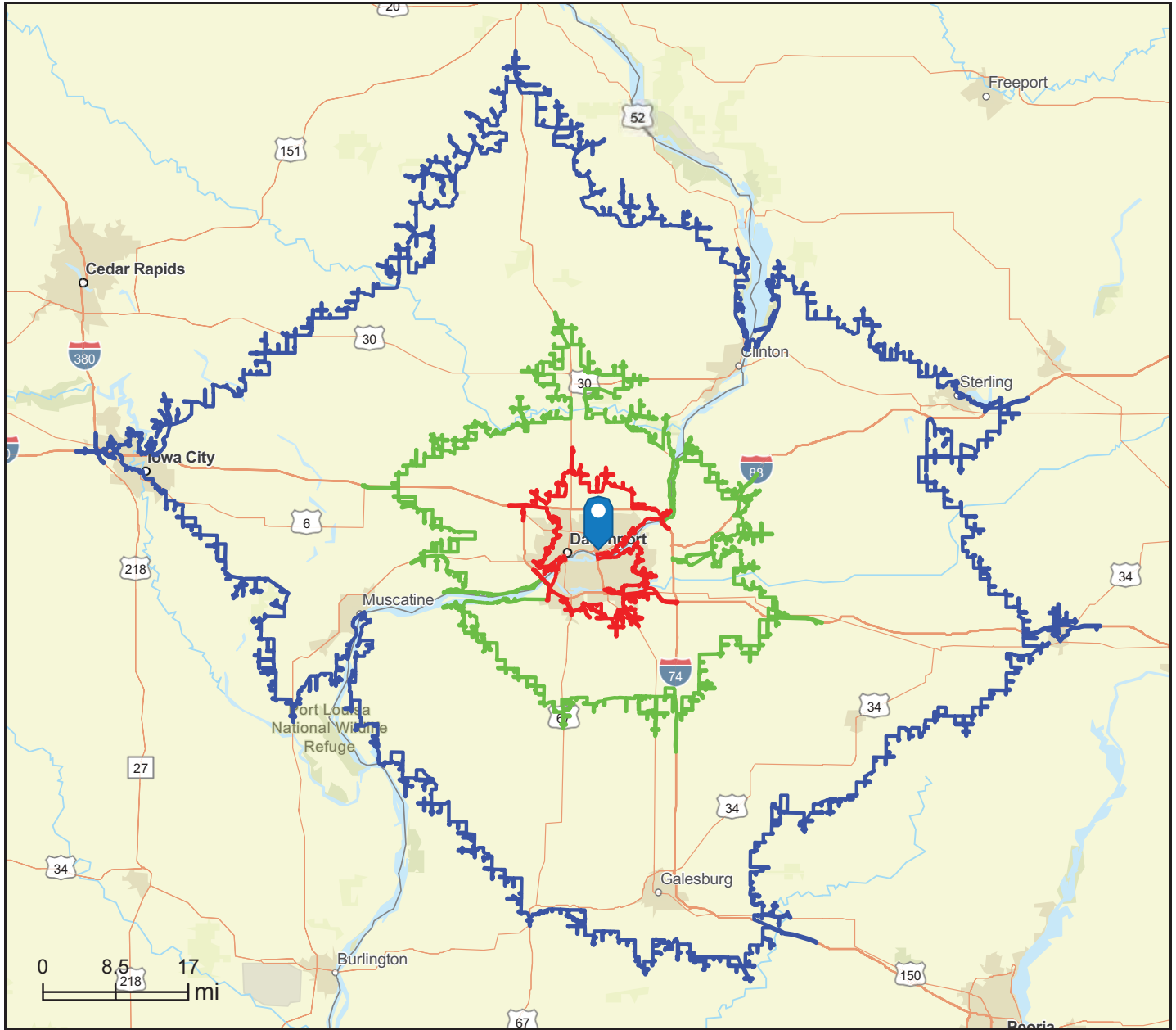




Site Map

Bettendorf, IA, USA
Drive Time: 15 drive time minute radius

Latitude: 41.5263
Longitude: -90.5073

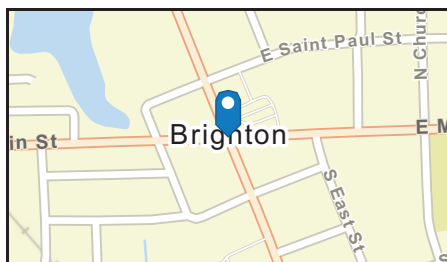
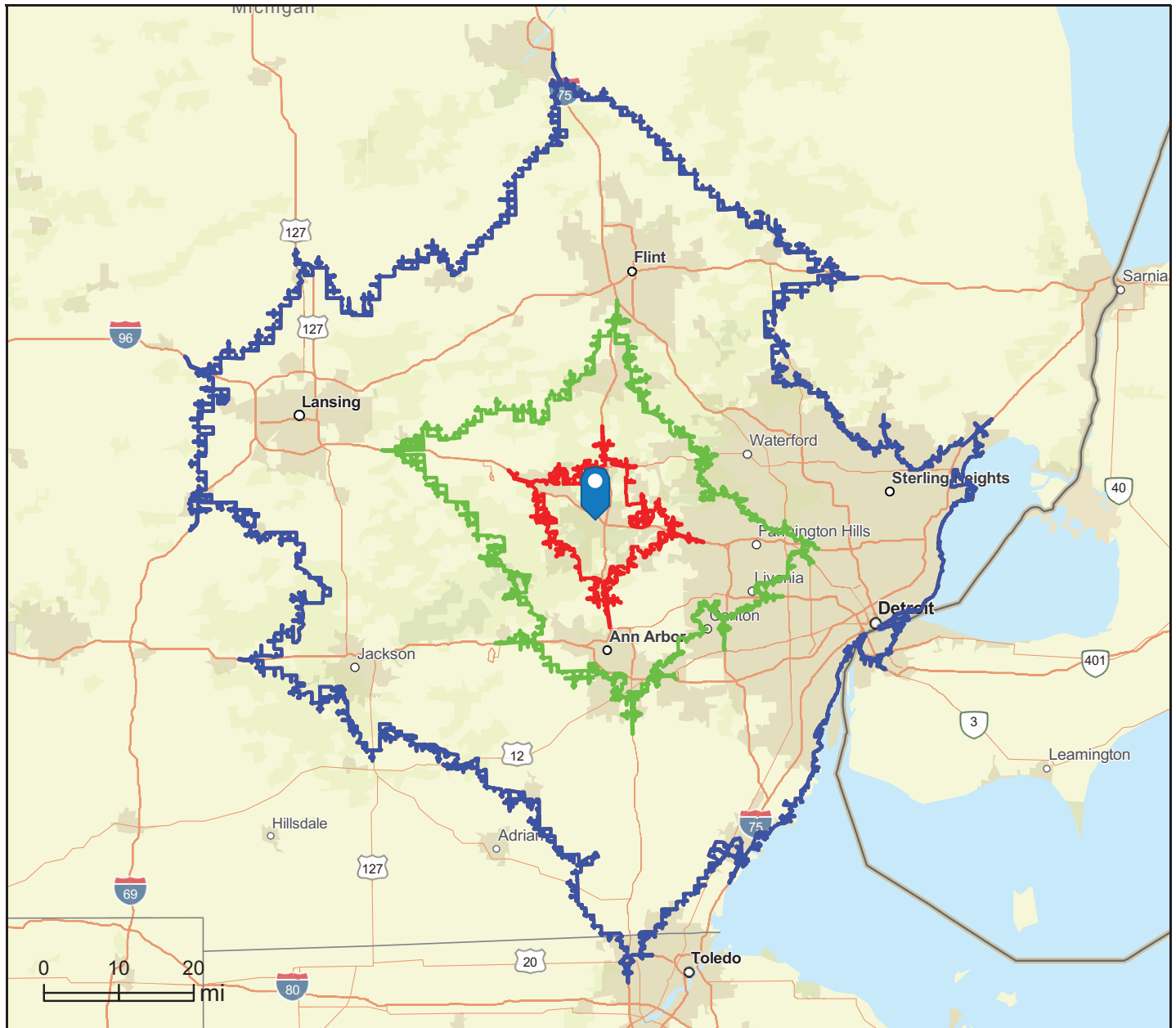




Site Map

Brighton, MI, USA
Drive Time: 15 drive time minute radius

Latitude: 42.5296
Longitude: -83.7803



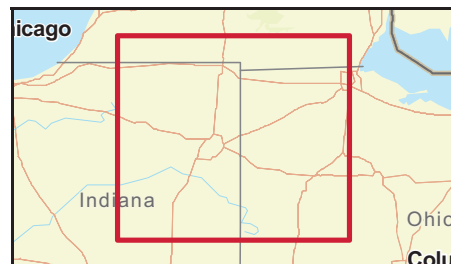
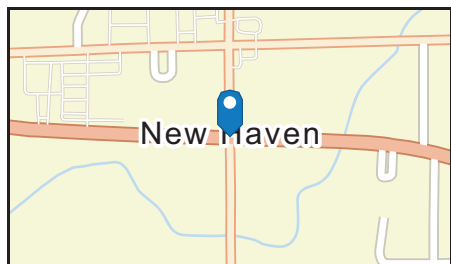
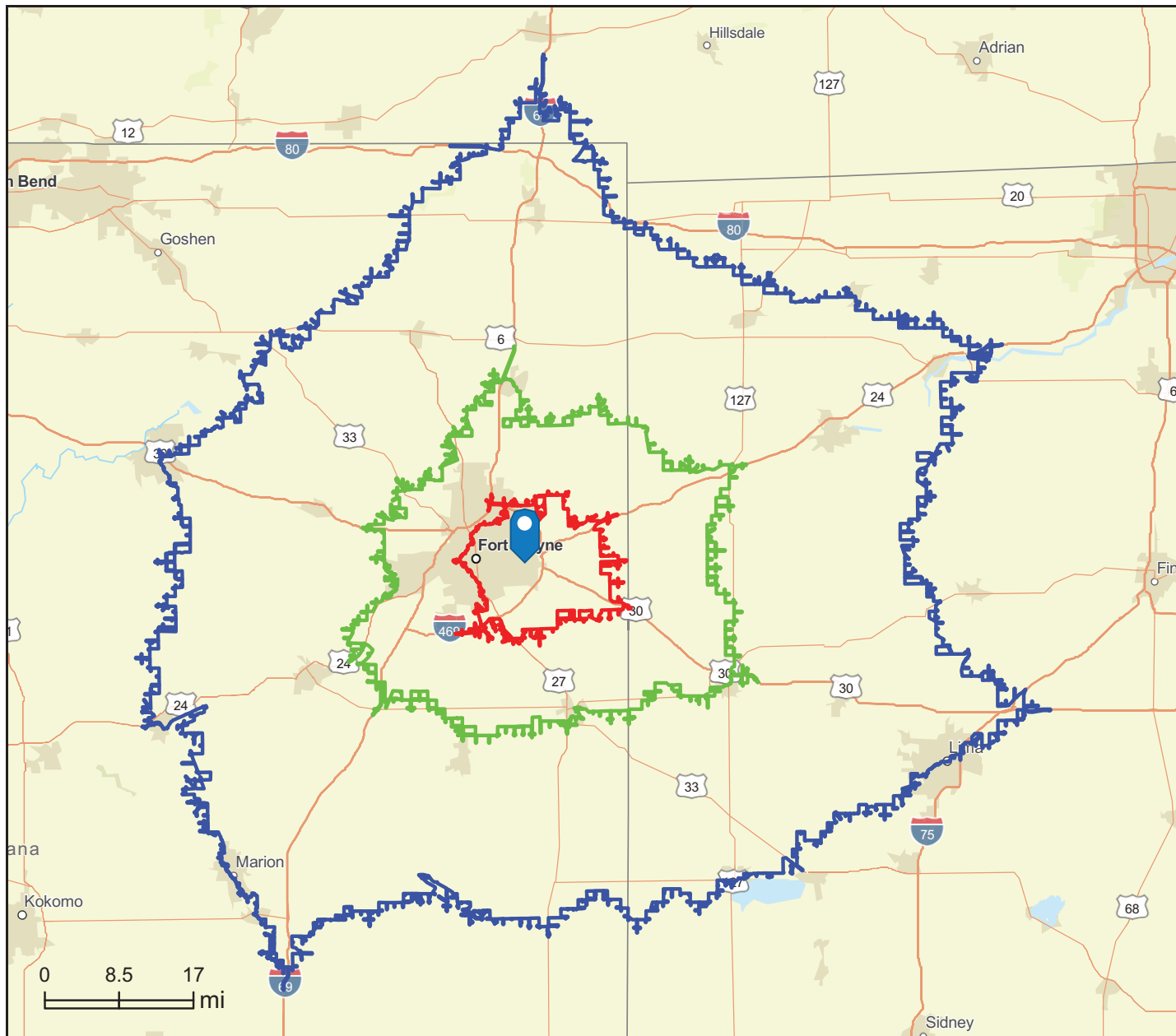


Site Map

New Haven, IN, USA

Drive Time: 15 drive time minute radius

Latitude: 41.0687
Longitude: -85.0302



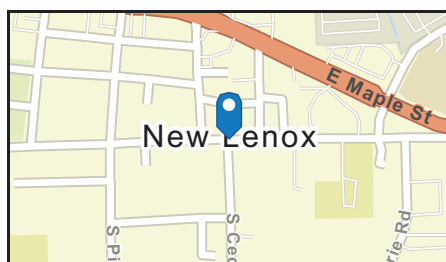
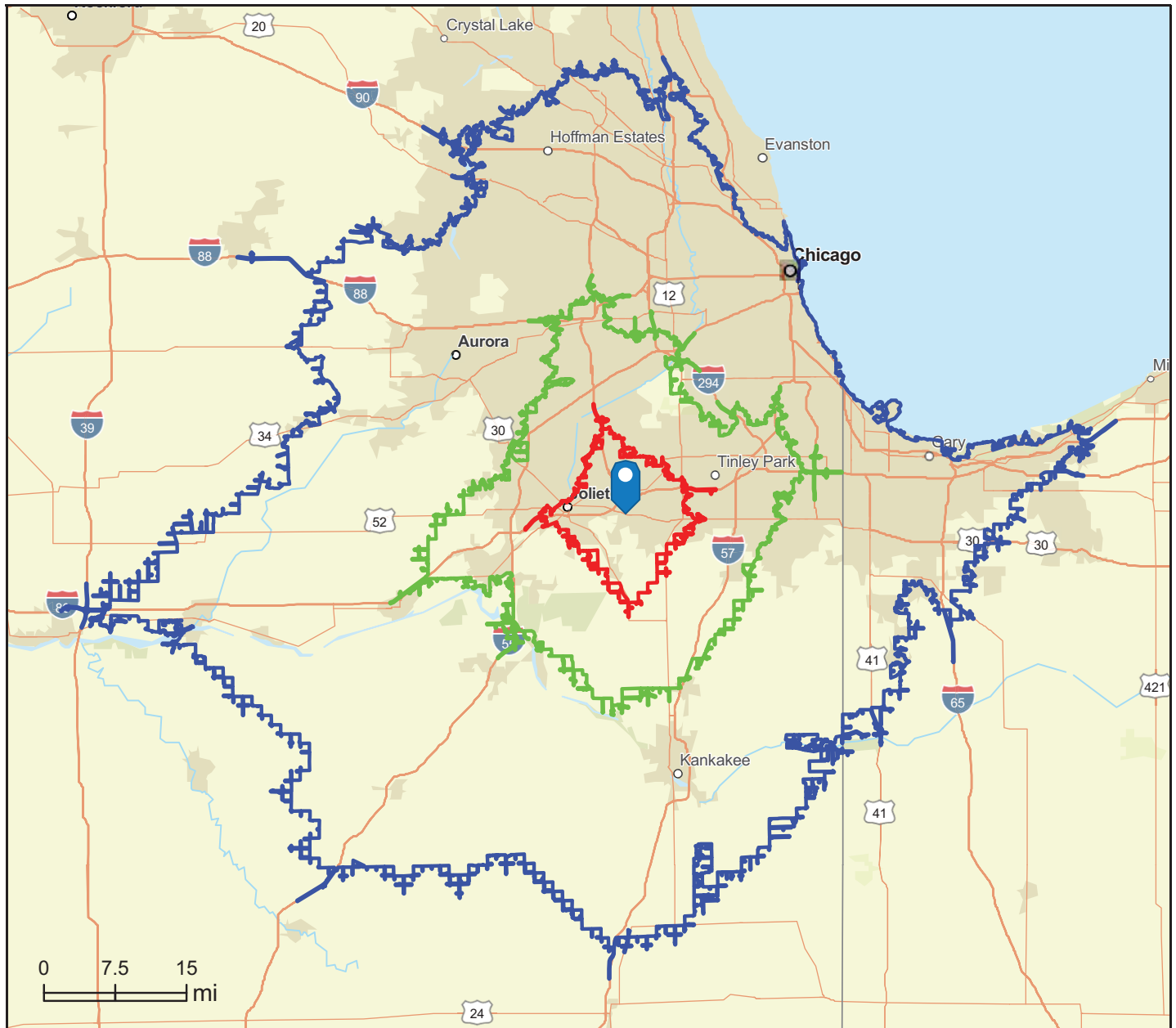


Site Map

New Lenox, IL, USA

Drive Time: 15 drive time minute radius

Latitude: 41.5122
Longitude: -87.9658



Action Item 3

Meeting Minutes

SPECIAL JOINT WORK SESSION MINUTES
POCATELLO DEVELOPMENT AUTHORITY (PDA)
POCATELLO CITY COUNCIL (CC)
BANNOCK COUNTY BOARD OF COMMISSIONERS (BOC)

OCTOBER 2, 2025 – 3:00 PM

CITY HALL COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE, POCATELLO, IDAHO

1. CALL TO ORDER, ROLL CALL, AND ACKNOWLEDGMENT OF GUESTS.

Mayor Blad called the Special Joint Work Session to order at 3:03 PM.

PDA Commissioners present: Mayor Brian Blad, Jeff Hough, Linda Leeuwrik, Kirk Lepchenske (3:04 PM), Fred Parrish. **PDA Commissioners excused:** Nathan Richardson, Scott Turner, David Villarreal and Ruby Walsh.

Pocatello CC members present: Mayor Brian Blad, Dakota Bates, Rick Cheatum, Linda Leeuwrik, Corey Mangum, Brent Nichols, and Hayden Paulsen (arrived at 3:26 p.m.).

Bannock County BOC present: Jeff Hough, Ernie Moser and Ken Bullock.

Others in attendance: PDA Executive Director Brent McLane and PDA Secretary Aceline McCulla, City of Pocatello Deputy City Clerk Aubriana Resendes, City of Pocatello City Attorney Jared Johnson, Bannock County Administrative Manager and Deputy Clerk Nancy Allen, Bannock County Chief Deputy Prosecuting Attorney Jonathan Radford. **By virtual attendance:** Feasibility Study Consultant Adam Daniels of SB Friedman.

Chair **Jeff Hough** of BC BOC stated that the BBC BOC is back in session at 3:04 PM.

2. URBAN RENEWAL PLAN FOR THE SOUTH 5TH URBAN RENEWAL PROJECT (S 5TH PLAN).

PDA Executive Director McLane will present and provide information on the South 5th Urban Renewal Project Plan to the Pocatello City Council (CC) and to the Bannock County Board of Commissioners (BC BOC). This work session will provide an opportunity to ask questions about the plan.

McLane presented a PowerPoint presentation of the proposed South 5th Urban Renewal Area (URA) Plan and the review and approval process. The plan and presentation are included in the agenda packet.

Key meeting schedule dates include:

- **Planning and Zoning Commission (P&Z)** meeting is **October 8** to confirm and execute by Resolution No. 2025-1 that the South 5th Urban Renewal Plan conforms with the Pocatello Comprehensive Plan.
- **BC BOC** meeting on **October 9** to approve, adopt and execute the Intergovernmental Agreement and Transfer of Powers Ordinance.
- **Idaho State Journal (ISJ)** advertisement will publish on **October 17 and October 31** for the Notice of Public Hearing (NOPH) before the Pocatello City Council.
- **City Council** meeting of **November 20** will hold the public hearing for public comment and for CC to approve, adopt, and execute the Intergovernmental Agreement and the Plan by Ordinance with the Ordinance Reading.
- **Goal, new district established by December 31.**

McLane noted that in the feasibility study the PDA was conservative and excluded the Bannock County Ambulance, the Pocatello Valley Fire and the Portneuf Free Library from the feasibility numbers within that document. We are not asking for those funds as part of this district, they are not significant enough to create an impact on this district, but it would impact the operating agencies. **Blad** asked McLane to clarify

there is no impact with the North County Fire District. **McLane** confirmed the North County Fire District is not impacted by this urban renewal area.

McLane clarified HB436 allowed these districts to not be included in the urban renewal areas. The PDA decided to not include them.

Projects identified in this plan are provided in the project list on page 13, in a table, with estimated costs of each project. Phases are planned to spur development and increment for future growth. The phase one projects stimulate more economic growth of property tax and phases 2 and 3 will provide further development growth.

McLane identified agriculture projects that are participating and others that opted not to participate in the plan. McLane referenced attachments 1 and 4 from the plan and discussed the maps.

Adam Daniels of SB Friedman is a consultant that will answer questions on the Feasibility Study.

Hough asked about the construction about sewer and water from Inkom to Pocatello, is there a way to make an accommodation for future growth. **McLane** commented that we may talk with Public Works about that through this process and if that is something they are interested in pursuing. The intent for this district is that it serves the area within this district. If upgrades would be above and beyond what is required for this district, the increment funding could not be used for that project.

Leeuwrik asked will the projects that were included in the federal grant we had received and was then pulled back may affect this project. **McLane** noted that those projects were included in this Plan.

McLane noted those projected were included in the project list of this plan. **Bullock** asked if anyone may be added into the area later. **McLane** noted that the State allows a one-time boundary adjustment, not to exceed 10 percent of the TIF Area. The PDA would reach out to Bannock County and the City of Pocatello to discuss the request and decide at that time.

McLane clarified the focus of the Hildreth Road is traffic control and limit the amount of traffic in that tunnel.

Leeuwrik asked about the parks/trails/greenway improvements. **McLane** noted that work would be completed when development in that area occurs.

Leeuwrik asked about a letter being sent to the agriculture property owners that did not want to participate in the URA Plan and not having hard feelings. **McLane** stated that he met with the property owners that chose to not participate and had discussions about what could be done and McLane supported and respected their decision and what they wanted to do with their property. There were no hard feelings.

Bates asked about the feasibility base value by phase projects. **McLane** clarified that these figures are forecasted rates by project and phase completion. The increment revenue will not be received until some years later. **Daniels** noted that if bonding occurs, tax incrementing may not happen until the end of the of a specific project or the TIF project.

McLane noted that once projects and goals are attained, the Tax Increment Financing (TIF) District would be closed. Pocatello strives to meet the goals and close TIF Districts early. Additional projects would be analyzed

McLane explained the creation of an URA is determined. As McLane is the Planning and Development Services Department Director and the Executive Director of the PDA, developers have approached McLane on developing this area. Developers commented that without infrastructure in place, it is too costly to develop. This Plan includes the area of city impact and prime development areas that would add value to the Pocatello area. A URA Plan and TIF District will help bring development to this area and grow our south end of Pocatello. An eligibility study was completed first, to identify areas with development and growth potential that would not flourish without an URA TIF District's financial support.

With no further discussion, **Blad** closed the special joint work session for the PDA and City Council and **Hough** closed the Bannock County Board of Commissioner's meeting at 4:01 PM.

By:

Aceline McCulla, Secretary

Approved on:

DRAFT

MINUTES
CITY OF POCATELLO
POCATELLO DEVELOPMENT AUTHORITY MEETING
SEPTEMBER 17, 2025 – 11:00 AM
COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE, POCATELLO

1. CALL TO ORDER AND DISCLOSURE OF CONFLICTS OF INTEREST.

Turner called the meeting to order at 11:01 AM. No conflicts were disclosed.

Members present: Mayor Brian Blad, Linda Leeuwrik, Kirk Lepchenske (arrived at 11:04), Fred Parrish, Nathan Richardson, Scott Turner, and Ruby Walsh.

Members excused: Jeff Hough and David Villarreal.

Others present: Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Development Engineer Merril Quayle, City of Pocatello City Attorney Jared Johnson, City of Pocatello PW Director Tom Kirkman, and other visitors. Virtual attendees: PDA Counselor Meghan Conrad.

2. APPROVE A CHAIR PRO TEM FOR THE PDA MEETING OF SEPTEMBER 17, 2025.

The Board may wish to approve Scott Turner as Chair Pro Tem for the meeting of September 17, 2025.

It was moved by **S. Turner** and seconded by **B. Blad** to approve Scott Turner as Chair Pro Tem for the September 17, 2025 meeting. Those in favor: B. Blad, L. Leeuwrik, F. Parrish, N. Richardson, S. Turner and R. Walsh. Those against: none. Unanimous. Motion carried.

3. APPROVE THE MINUTES.

The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners' meeting held August 20, 2025.

It was moved by **B. Blad** and seconded by **R. Walsh** to approve the meeting minutes held August 20 2024, as presented. Those in favor: B. Blad, L. Leeuwrik, F. Parrish, N. Richardson, S. Turner and R. Walsh. Those against: none. Unanimous. Motion carried.

4. MONTHLY FINANCIAL REPORT, EXPENSES AND REIMBURSEMENTS.

The Board may wish to approve the monthly financial report, expenses and reimbursements.

It was moved by **R. Walsh** and seconded by **B. Blad** to approve the financial report, expenses and reimbursements as presented. Those in favor: B. Blad, L. Leeuwrik, K. Lepchenske, F. Parrish, N. Richardson, S. Turner and R. Walsh. Those against: none. Unanimous. Motion carried.

5. APPROVE BY RESOLUTION 2025-6 THE SOUTH 5TH URBAN RENEWAL AREA FEASIBILITY STUDY AND

PLAN. The Board may wish to approve, adopt and execute by Resolution 2025-6 the South 5th Urban Renewal Area (URA) Feasibility Study and Plan to include all pertinent documents and changes through finalization.

Counselor Meghan Conrad presented a powerpoint to explain the South 5th Urban Renewal Area Plan and answered Board inquiries of the Plan.

Blad recommended that Staff generate a letter to the Agriculture designated property owners who decline participating in the S 5th URA and confirm that the property will not be eligible for future TIF Funding reimbursement requests. **Conrad** noted that a permitted modification to a post 2016 URA Plan and not considered a modification to the Plan that would trigger a base reset, may take up to ten percent (10%) of the value one time, to add approximately 200 acres. These are developer initiated amendments and sometimes we may negotiate a memorandum of understanding so they may pay for that scope of work as well.

It was moved by **L. Leeuwrik** and seconded by **B. Blad** to approve, adopt and execute by Resolution 2025-6, the South 5th urban Renewal Area Feasibility Study and Plan to direct staff to include and finalize all pertinent

documents through finalization. **Vote by roll call:** those in favor: B. Blad, L. Leeuwrik, K. Lepchenske, F. Parrish, N. Richardson, S. Turner and R. Walsh. Those against: none. Unanimous. Motion carried.

6. TREASURER CONSULTANT CONTRACT FOR FISCAL YEAR 2026. This time has been set aside for the Board to discuss, approve and execute the PDA Treasurer Consultant Contract for Fiscal Year 2026.

McLane stated the Consultant Contract for Thane Sparks will allow Sparks to continue the roll of Treasurer/Bookkeeper for Fiscal Year 2026.

It was moved by **B. Blad** and seconded by **K. Lepchenske** to approve and execute the Consultant Contract for Thane Sparks for Fiscal Year 2026 as presented. Those in favor: B. Blad, L. Leeuwrik, K. Lepchenske, F. Parrish, N. Richardson, S. Turner and R. Walsh. Those against: none. Unanimous. Motion carried.

7. PROFESSIONAL SERVICES AGREEMENT FOR THE FINANCIAL ANNUAL AUDIT OF FISCAL YEAR 2025. The Board may wish to review and approve the Professional Services Agreement by Deaton and Company for the financial annual audit of Fiscal Year 2025.

McLane noted the services are the same as last year and the rate increase of three percent (3%) for inflation.

It was moved by **R. Walsh** and seconded by **L. Leeuwrik** to approve the Professional Services Agreement by Deaton and Company for the Financial Annual Audit for Fiscal Year 2025 as presented. Those in favor: B. Blad, L. Leeuwrik, K. Lepchenske, F. Parrish, N. Richardson, S. Turner and R. Walsh. Those against: none. Unanimous. Motion carried.

8. RFP UPDATE FOR MONARCH BUILDING. The Board may wish to discuss and recommend next steps of the Monarch Building RFP.

McLane noted that the RFP was open for two months, McLane provided tours to two groups, and we have not received any bids for the project. McLane recommends we put an RFQ for qualifications and work with developers to create a RFP and will also assist with the Urban Renewal Area plan and potential projects. This property has some unique criteria, with adjoining walls of other businesses, as one of them. Saving the building is not economically feasible.

9. CALENDAR REVIEW.

The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.

Nothing was reported.

10. ADJOURN REGULAR MEETING.

With no further business, **Turner** adjourned the meeting at 12.14 PM.

Submitted by:

Aceline McCulla, Secretary

Approved on:

Action Item 4

Finance Report

Pocatello Development Authority
Monthly Finance Report
October 15, 2025
Fiscal Year 2026

Expenditure Approvals:

Checks to be ratified:

Vendor	Check #	Amount
--------	---------	--------

Checks to be approved:

Vendor	Check #	Amount
ICCU VISA	dbt25-10	123.63
Thane Sparks	2093	1,500.00
Bannock Dev. Corp.	2094	65,000.00
Elam & Burke	2095	6,296.00

Jimmy Johns - 98.76, dessert - 17.99, Walmart - 6.88
 October Invoice
 MOU C.R.E.S.T. study
 Invoice #: 217915, 217916

Board Approval

Cash Balances as of October 15, 2025

	General Fund		Naval Ordinance *		North Portneuf		Airport		Northgate		So 5th Ave		Total	
	1,079,916.82		210,107.03		1,480,008.88		49,985.89		412,713.67		0.00		3,232,732.29	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash*														
Income														
Administrative fees	104,800	-	-	-	-	-	-	-	-	-	-	-	104,800	0.00
Property taxes	-	-	-	-	122,000	-	81,600	-	845,000	-	-	-	1,048,600	0.00
Interest income	90,000	-	-	-	-	-	-	-	-	-	-	-	90,000	0.00
Transfer In	-	-	50,000	-	-	-	-	-	-	-	25,000	-	75,000	0.00
Total Income	194,800	0.00	50,000	0.00	122,000	0.00	81,600	0.00	845,000	0.00	25,000	0.00	1,318,400	0.00
Expense														
Administrative expense	-	-	-	-	12,200	-	8,160	-	84,500	-	-	-	104,860	0.00
Luncheon costs	2,500	123.63	-	-	-	-	-	-	-	-	-	-	2,500	123.63
Office expenses	500	-	-	-	-	-	-	-	-	-	-	-	500	0.00
Dues and memberships	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00
Insurance	12,500	-	-	-	-	-	-	-	-	-	-	-	12,500	0.00
City admin charges	20,000	-	-	-	-	-	-	-	-	-	-	-	20,000	0.00
Professional services	150,000	7,796.00	50,000	-	-	-	-	-	-	-	25,000	-	225,000	7,796.00
Reimbursement - district imp.	-	-	-	-	-	-	-	-	956,500	-	-	-	956,500	0.00
Planned development projects	-	-	-	-	510,000	-	-	-	-	-	-	-	510,000	0.00
Transfer out	25,000	-	50,000	-	-	-	-	-	-	-	-	-	75,000	0.00
Non-capital Infrastructure	984,300	-	-	-	769,800	-	126,440	65,000.00	-	-	-	-	1,880,540	65,000.00
Total Expense	1,194,800	7,919.63	100,000	0.00	1,292,000	0.00	134,600	65,000.00	1,041,000	0.00	25,000	0.00	3,787,400	72,919.63

* - includes Titan Center 2026 budget

PDA Luncheon for October 15, 2025

Jimmy John's

625 S 5th Ave, Pocatello, ID 83204

208-478-1693

City of Pocatello Tax Exempt ID: 82-6000244

Deliver to: City Hall Council Chambers, across from Utility Billing Windows,
911 N. 7th Avenue; **between 10:30-10:40 AM on Wednesday, October 15, 2025.**

Please Call Aceline at 406.202.6444 with questions on order and delivery.

Items	Qty	Each Cost	Totals
#4 Giant Turkey Tom French Bread, EZ Mayo, lettuce, tomato (no lettuce on 1 section & label LINDA)	1	\$ 15.19	\$ 15.19
#5 Giant Vito French Bread as prepared,	1	\$ 15.19	\$ 15.19
#12 Giant Beach Club French Bread, EZ Mayo, lettuce, tomato	1	\$ 18.29	\$ 18.29
#14 Bootlegger Club French Bread, EZ Mayo, lettuce, tomato	1	\$ 18.29	\$ 18.29
10 Chips: (3) Jale, (2) Reg, (2) S&V, (3) BBQ	10	\$ 1.59	\$ 15.90
TOTAL CHECK AMOUNT			\$ 82.86
Gratuity 20% of food			\$ 13.40
Delivery Charge			\$ 2.50
Paid with PDA Credit Card ending in 0272			\$ 98.76

Instructions to prepare and label sandwiches:

* All sandwiches will be dry, please add vegetables per line item specifications listed above.

* Include 1 mayo and mustard packet and three (3) napkins for each sandwich section, and Oil/Vinegar for the Vito #5 sandwiches. **Thank you for all you do.**

* Please cut each Giant sub into 4 equal sandwiches, add lettuce and tomato to each sandwich, then wrap each section individually, and write sandwich name (Turkey, Vito, Beach, or Bootlegger) on each individually wrapped sandwich. **We have one allergy to lettuce, please see note for LINDA above on Turkey Tom for her sandwich section.**

Thank you for all you do.



Pocatello #1033

305 West Quinn Rd.
Pocatello, ID 83202

DZ Member 111787715509

RESALE ON

E 1343114 CHOC CAKE 17.99

RESALE TOTAL 17.99

NON RESALE TOTAL 0.00

SUBTOTAL 17.99

TAX 0.00

*** TOTAL 17.99

XXXXXXXXXXXX0272 CHIP Read

AID: A0000000031010

Seq# 10915 App#: 310540

Visa Resp: APPROVED

Tran ID#: 528700010915....

APPROVED - Purchase

AMOUNT: \$17.99

10/14/2025 14:44 1033 10 204 66

Visa 17.99

CHANGE 0.00

TOTAL NUMBER OF ITEMS SOLD = 1

~~10/14/2025~~ 14:44 1033 10 204 66



21103301002042510141444

OP#: 66 Name: Pedro P.

Thank You!

Please Come Again

Whse:1033 Trm:10 Trn:204 OP:66

Items Sold: 1

DZ 10/14/2025 14:44

Give us feedback @ survey.walmart.com
Thank you! ID #:7VR09LPLVB1

Walmart *

WM Supercenter
208-237-5090 Mar: TODD
4240 YELLOWSTONE AVE
CHUBBUCK ID 83202

ST# 01995 OP# 007023 TE# 93 TR# 05476

ITEMS SOLD 1

TC# 5061 2971 2383 3787 0458



CLR CUTLERY 007874200413 6.88 0

SUBTOTAL 6.88

TOTAL 6.88

VISA TEND 6.88

VISA CREDIT ***** 0272 I 0

APPROVAL # 431912

REF # 528314193717

TRANS ID - 305283688973648

VALIDATION - BSJJ

PAYMENT SERVICE - E

AID A0000000031010

AAC 6EFA94642C70CA2B

TERMINAL # 53284213

*NO SIGNATURE REQUIRED

10/10/25 10:21:40

CHANGE DUE 0.00

CUSTOMER COPY



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

Low Prices You Can Trust. Every Day.
10/10/25 10:21:52

INVOICE

Thane Sparks

3506 E 126 N
Rigby, Idaho 83442
(208) 206-8457

DATE: October 15, 2025
INVOICE # 25-10
FOR: Professional Services

BILL TO:

Pocatello Development Authority
911 N 7th Avenue
Pocatello, Idaho 83201

DESCRIPTION			AMOUNT
Professional Services - October			\$ 1,500.00
SUBTOTAL			\$ 1,500.00
TAX RATE			
SALES TAX			\$ -
OTHER			
TOTAL			\$ 1,500.00

Make all checks payable to .

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



September 30, 2025

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 217915
Client No. 9212
Matter No. 3
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from September 3, 2025 through September 30, 2025.

RE: Special Counsel General

Total Professional Services	\$ 525.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 525.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



September 30, 2025

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 217916
Client No. 9212
Matter No. 7
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from September 3, 2025 through September 30, 2025.

RE: S. 5th Corridor Plan

Total Professional Services	\$ 5,771.00
Total Costs Advanced	<u> \$.00 </u>
TOTAL THIS INVOICE	\$ 5,771.00

REMITTANCE REPORT

From County Auditor of Bannock County

To: POCATELLO URBAN

Remittance No.	030
----------------	-----

Date: September 25, 2025

	PREPAID	CURRENT		-----DELINQUENT TAXES-----					INTEREST	MISC		TOTAL
SOURCE AND FUND	2025	2024	2023	2022	2021	2020	2019	2018				COLLECTION
NORTH YELLOWSTONE (1-0013)												0.00
NAVAL ORDINANCE (1-0014)												0.00
NORTH PORTNEUF 801 (1-0016)												0.00
NORTHGATE (1-0017)		1,284.20	614.12						253.40			2,151.72
NORTHGATE (1-0018)												0.00
NORTHGATE (83-0000)												0.00
NORTHGATE (84-0000)												0.00
NORTH PORTNEUF 802 (82-0000)												0.00
PRSN PROPERTY RPLCMNT												0.00
CIRCUIT BREAKER												0.00
HOMEOWNER TAX RELIEF												0.00
ADDITIONAL TAX RELIEF												0.00
COLUMN TOTALS	0.00	1,284.20	614.12	0.00	0.00	0.00	0.00	0.00	253.40	0.00		2,151.72

[illegible]

Amount of Remittance	2,151.72
----------------------	----------

I, JASON C. DIXON, County Clerk in and for the County aforesaid, being duly sworn on oath, make the following statement:

That the foregoing is a full, true, and correct report, in accordance with Section 3326, Compiled Statutes of Idaho, as amended by

Chapter 169, laws of 1925, by source and fund, of all monies paid into the treasury of said county and apportioned to the
since the 31ST DAY OF AUGUST the date of my last report. Subscribed and sworn to in duplicate before me on the

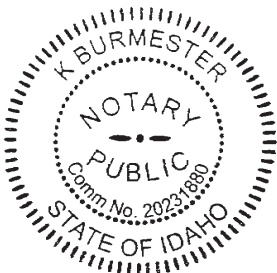
POCATELLO URBAN and included district
25TH DAY OF SEPTEMBER

 Notary Public of Bannock County.

N B. The Clerk will countersign the attached order and transmit same to the treasurer of the municipality or district accompanied by a duplicate of this report.

County Clerk: JASON C. DIXON

By [Signature]
Deputy Auditor



Action Item 6

Pocatello Quinn LLC – IRG
Owner Participation Agreement No. 3

RESOLUTION NO. 2025-7

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO, ALSO KNOWN AS POCATELLO DEVELOPMENT AUTHORITY AUTHORIZING AGENCY TO ENTER INTO A THIRD OWNER PARTICIPATION AGREEMENT WITH POCATELLO QUINN, LLC; AUTHORIZING THE CHAIR OR VICE CHAIR AND THE SECRETARY OF AGENCY TO TAKE APPROPRIATE ACTION; AUTHORIZING ANY TECHNICAL CHANGES, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as Pocatello Development Authority, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council of the City of Pocatello (the “City”) adopted its Ordinance No. 2797 on July 6, 2006, approving the Naval Ordnance Plant Urban Renewal Area Improvement Plan (hereinafter the “Urban Renewal Plan”), and establishing the Naval Ordnance Plant revenue allocation area (the “Project Area”). The termination date of the Urban Renewal Plan and Project Area is December 31, 2030;

WHEREAS, Pocatello Quinn, LLC (the “Participant”), acquired the approximately 150-acre former Naval Ordnance Plant, located within the City and within the Project Area (the “Site”);

WHEREAS, Participant intends to make significant improvements to the Site to attract a mix of tenants to support industrial distribution, manufacturing, office, and retail uses (the “Project”);

WHEREAS, as part of the Project, Participant intends on constructing certain improvements to façades of several of the existing buildings, including painting and replacement of any existing damaged, loose, and/or failing panels, which improvements are necessary to the proper redevelopment of the Site;

WHEREAS, the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan, including building façade enhancements;

WHEREAS, the Agency and Participant previously entered into that certain Owner

Participation Agreement on June 6, 2022, which provided for Agency reimbursement to Participant for costs related to certain improvements to façades on existing buildings 13, 16, 36, 37, and 38 located within the Site, including painting and replacement of any existing damaged, loose, and/or failing panels;

WHEREAS, the improvements to the exterior of the buildings' façades are subject to a Deed of Façade Easement, recorded in the real property records of Bannock County on July 8, 2022, as Instrument No. 22211620, granting the City the right to preserve the partially funded buildings' exterior façades into the future;

WHEREAS, in or around December 2022, the Agency and Participant entered into the First Amendment to the Owner Participation Agreement to amend the Owner Participation Agreement to allow Agency to reimburse Participant for completion of a portion of certain improvements to building 16 within the Site prior to building 16 being completed in its entirety;

WHEREAS, the Agency and Participant previously entered into that certain Second Owner Participation Agreement on July 19, 2023, which provided for Agency reimbursement to Participant for costs related to certain improvements to facades on existing building 12 located within the Site, including painting and replacement of any existing damaged, loose and/or failing panels; and

WHEREAS, the improvements to the exterior of the buildings' facades are subject to a Deed of Façade Easement, recorded in the real property records of Bannock County on August 4, 2023, as Instrument No. 22307950, granting the City the right to preserve the partially funded buildings' exterior facades into the future; and

WHEREAS, the Agency and Participant wish to enter into the Third Owner Participant Agreement (the "Agreement") to outline the major terms of Agency's participation in the funding of certain improvements and other eligible expenses to building 10 within the Site (collectively the "Agency Funded Public Improvements"); and

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan; and

WHEREAS, the Site, and building 10, is not registered in the National Register of Historic Places, but is historically significant and contributes to the historic integrity of the City. Additionally, the Site contributes greatly to the City's skyline; and

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Agreement to define their respective obligations.

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement, attached hereto as Exhibit A, and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO, ALSO KNOWN AS POCATELLO DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Agreement.

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the October 15, 2025, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as Pocatello Development Authority on October 15, 2025. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on October 15, 2025.

APPROVED:

By _____
Chair of the Board

ATTEST:

By Secretary

EXHIBIT A

Third Owner Participation Agreement

4865-7588-1071, v. 1

THIRD OWNER PARTICIPATION AGREEMENT

By and Between

**The Urban Renewal Agency of Pocatello, Idaho, also known as the
Pocatello Development Authority**

and

Pocatello Quinn, LLC

for the

Naval Ordnance Plant Urban Renewal Area Improvement Plan

THIRD OWNER PARTICIPATION AGREEMENT

THIS THIRD OWNER PARTICIPATION AGREEMENT (hereinafter “Agreement”) is entered into by and between the Urban Renewal Agency of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company (hereinafter “Participant”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

WHEREAS, Agency is an urban renewal agency created by and existing under the authority of the Law and the Act; and

WHEREAS, the Pocatello City Council adopted Ordinance No. 2797 on July 6, 2006, approving the Naval Ordnance Plant Urban Renewal Area Improvement Plan (hereinafter the “Urban Renewal Plan”), and establishing the Naval Ordnance Plant revenue allocation area (the “Project Area”). The termination date of the Urban Renewal Plan and Project Area is December 31, 2030; and

WHEREAS, Participant acquired the approximately 150-acre former Naval Ordnance Plant, located within the City of Pocatello (the “City”) and within the Project Area (the “Site”); and

WHEREAS, Participant intends to make significant improvements to the Site to attract a mix of tenants to support industrial distribution, manufacturing, office, and retail uses (the “Project”); and

WHEREAS, as part of the Project, Participant intends on constructing certain improvements to facades of several of the existing buildings, including painting and replacement of any existing damaged, loose and/or failing panels, which improvements are necessary to the proper redevelopment of the Site; and

WHEREAS, the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan, including building façade enhancements; and

WHEREAS, the Agency and Participant previously entered into that certain Owner Participation Agreement on June 6, 2022, which provided for Agency reimbursement to Participant for costs related to certain improvements to facades on

existing buildings 13, 16, 36, 37, and 38 located within the Site, including painting and replacement of any existing damaged, loose and/or failing panels; and

WHEREAS, the improvements to the exterior of the buildings' facades are subject to a Deed of Façade Easement, recorded in the real property records of Bannock County on July 8, 2022, as Instrument No. 22211620, granting the City the right to preserve the partially funded buildings' exterior facades into the future; and

WHEREAS, in or around December 2022, the Agency and Participant entered into the First Amendment to the Owner Participation Agreement, to amend the Owner Participation Agreement to allow Agency to reimburse Participant for completion of a portion of certain improvements to building 16 within the Site, prior to building 16 being completed in its entirety; and

WHEREAS, the Agency and Participant previously entered into that certain Second Owner Participation Agreement on July 19, 2023, which provided for Agency reimbursement to Participant for costs related to certain improvements to facades on existing building 12 located within the Site, including painting and replacement of any existing damaged, loose and/or failing panels; and

WHEREAS, the improvements to the exterior of the buildings' facades are subject to a Deed of Façade Easement, recorded in the real property records of Bannock County on August 4, 2023, as Instrument No. 22307950, granting the City the right to preserve the partially funded buildings' exterior facades into the future; and

WHEREAS, the Agency and Participant wish to enter into this Agreement to outline the major terms of Agency's participation in the funding of certain improvements and other eligible expenses to building 10 within the Site (collectively the "Agency Funded Public Improvements"); and

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan; and

WHEREAS, the Site, and building 10, is not registered in the National Register of Historic Places, but is historically significant and contributes to the historic integrity of the City. Additionally, the Site contributes greatly to the City's skyline; and

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Agreement to define their respective obligations.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). Participant shall complete the Agency Funded Public Improvements within fifteen (15) months from the Effective Date (the “Construction Term”). Upon written request the Agency may grant one extension of the Construction Term for a period not to exceed three (3) months to allow Participant to complete the Agency Funded Public Improvements. Agency’s reimbursement obligations under Section III.G shall continue until the earlier of (i) Agency has paid to Participant those amounts due hereunder or (ii) the expiration of the Urban Renewal Plan (the “Reimbursement Term”).

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency’s commitment herein is intended to comply with the Agency’s authority under the Law, the Act, and the Urban Renewal Plan and is not a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Urban Renewal Plan by providing for the construction and reimbursement of a portion of the Agency Funded Public Improvements, as generally identified in **Attachment 4**, on the Site.

The enhancements to the Site pursuant to the Agency Funded Public Improvements and the fulfillment, generally, of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Urban Renewal Plan.

B. The Plan

This Agreement is subject to the provisions of the Urban Renewal Plan.

C. The Project Area

The Project Area is located in the City, and the exact boundaries of the Project Area are set forth in **Attachment 1**, the Project Area Map, and as more particularly described in the Legal Description of the Project Area, attached hereto as **Attachment 2**. The Project Area has the same boundaries as the Site.

D. The Site

The Site has the same boundaries as the Project Area. An overview of the Site showing specific building numbers where the Agency Funded Public Improvements to building 10 will be located is attached hereto as **Attachment 3**.

E. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer when such participation achieves the objectives of the Urban Renewal Plan, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the Participant. The specific participation by the Agency for this Site is as set forth herein.

F. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Law and the Act. The office of the Agency is located at City of Pocatello, 911 North 7th Avenue, Pocatello, Idaho 83201. "Agency," as used in this Agreement, includes the Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is Pocatello Quinn, LLC, a Delaware limited liability company. The principal address of the Participant is 11111 Santa Monica Blvd., Suite 810, Los Angeles, CA 90025. The Guarantor (as defined below) is Holdings SPE, LLC, a Delaware limited liability company. The principal address of the Guarantor is 11111 Santa Monica Blvd., Suite 810, Los Angeles, CA 90025.

"Participant" as used in this Agreement, shall include any assignee or successor in interest approved or consented to by the Agency, which consent should not be unreasonably withheld.

G. City Agreements and Approvals

“City Agreements and Approvals” shall mean those certain agreements between Participant and City, if any, concerning, among other things, any required building permits and other approvals by City for the improvements on the Site, including the Agency Funded Public Improvements.

Any material default by Participant of the City Agreements and Approvals, including but not limited to any and all applicable City ordinances not cured within any applicable cure period that would unreasonably delay or prohibit the completion of the Agency Funded Public Improvements shall constitute a default under this Agreement with the Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Development Renderings

Participant agrees that the Agency Funded Public Improvements will be in full compliance with the Urban Renewal Plan, all applicable City building and zoning ordinances, and any City Agreements and Approvals. The Agency Funded Public Improvements to building 10 will substantially conform to the renderings attached hereto as **Attachment 7**. To the extent there is a material change to the renderings attached hereto as **Attachment 7**, including any change to the color palette, the Agency Board must approve the proposed changes prior to commencement of the Agency Funded Public Improvements, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. Cost of Construction

The cost of all improvements to the Site, including the Agency Funded Public Improvements, defined below, shall be borne by the Participant except as may be eligible for reimbursement following completion as otherwise set forth herein.

C. Agency, City, and Other Governmental Agency Permits

Participant has or shall, at Participant's own expense, secure or cause to be secured any and all permits or approvals which may be required by Agency, City, or any other governmental agency necessary for construction of the improvements on the Site, including the Agency Funded Public Improvements.

D. Agency Funded Public Improvements

The Agency Funded Public Improvements are: (a) critical to the redevelopment and/or improvement of the Site and (b) provide a higher quality of development that should assist Agency in meeting the objectives of the Urban Renewal Plan. Because of the proposed improvements to the Site, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the improvements related to the overall enhancement of the Site may be reimbursed by the Agency. Agency finds that the Agency Funded Public Improvements are in the best public interest and provide for enhanced improvements to the Site within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to pay a portion of the costs of certain approved Agency Funded Public Improvements as verified by the Agency and/or its designee. Approved Agency Funded Public Improvements may include those improvements listed on **Attachment 4**. Participant anticipates that following commencement of the Agency Funded Public Improvements, the work will be completed in approximately fifteen (15) months from the date of commencement. Participant anticipates the Agency Funded Public Improvements will commence by October 2025, provided such date is an estimate only and shall not serve to bind Participant to such commencement date so long as the Agency Funded Public Improvements are completed during the Construction Term.

E. Agency Review and Approval of Design and Construction Documents

Agency shall have the right and the opportunity to review and approve any substantial changes to the renderings set forth in **Attachment 7** concerning Participant's design, construction and/or improvement plans, and the right and opportunity to review budgets, and bids for the Agency Funded Public Improvements (collectively the "Agency Funded Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Agency Funded Public Improvements are constructed consistent with the Agency Funded Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section and Section F, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if (1) Participant's general contractor solicits or solicited competitive bids for the Agency Funded Public Improvements pursuant to Title 67, Chapter 28, Idaho Code, as amended; (2) the work is performed by Idaho public works licensed contractors or contractors holding requisite licenses as may be required by law; and (3) such work is not performed by an affiliate or subsidiary of Participant.

All such improvements to the exterior of building 10's façade within the Site consisting of Agency Funded Public Improvements shall be subject to a Deed of Façade Easement, attached hereto as **Attachment 6**, granting the City the right to preserve the partially publicly funded buildings' exterior façades into the future.

F. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Participant's construction of the Agency Funded Public Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Participant an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Public Improvements, **not to exceed** Two Hundred Ninety Thousand, Eight Hundred Eighty-Seven Dollars and 00/100 (\$290,887.00), with no interest accruing on the Reimbursement Obligation (defined below).

2. Notification, Inspection, Approval

Upon completion of the Agency Funded Public Improvements to building 10, associated with the Project, Participant shall notify Agency in writing to request a meeting with the Agency Administrator to determine if the completed Agency Funded Public Improvements meet the requirements of this Agreement (the "Notification of Completion"). Agency shall provide Participant with written confirmation in a form generally consistent with the Confirmation of Agency Reimbursement form attached hereto as **Attachment 5** that the completed Agency Funded Public Improvements are eligible for reimbursement as follows:

(a) With respect to the Notification of Completion, Participant is responsible for submitting detailed schedule of values, invoices and receipts for work performed as part of the Project, including lien waivers, in a form deemed acceptable by the Agency (the "Cost Documentation") which will permit the Agency to determine the Actual Eligible Costs spent to date, which shall be the actual costs to construct the then completed Agency Funded Public Improvements. Cost Documentation shall include the following:

- i. An accounting of the costs associated with the then completed Agency Funded Public Improvements and evidence of payment of such costs by Participant. Participant shall include a schedule of values that includes line items for the Agency Funded Public Improvements for reimbursement so they are identifiable separate from other line items, invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials.

- ii. Explanation of any significant deviation between the initial cost estimates in **Attachment 4** and the actual costs in the Cost Documentation.
- iii. Additional documentation or clarifications as requested by the Agency Administrator.

(b) The Agency Administrator and/or his designee shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Public Improvements, and to obtain independent verification that the quantities of work claimed, and the costs associated therewith are accurate, commercially reasonable, and appropriate for the completed Agency Funded Public Improvements and consistent with the cost estimates provided by Participant to Agency prior to construction, and meets the objectives of Title 67, Chapter 28, Idaho Code. The Agency's approval shall not be unreasonably conditioned delayed, or withheld.

(c) Within thirty (30) days of Agency's receipt of the Cost Documentation for the then completed Agency Funded Public Improvements for building 10, the Agency shall notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed, memorialized in a confirmation form consistent with the Confirmation of Agency Reimbursement form set forth in **Attachment 5**, to be executed by the Participant and the Agency. Agency shall, in its discretion determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Agency Funded Public Improvement Construction Documents. In no event shall the total for all Actual Eligible Costs exceed the amount allowed by Section II.F(1).

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant that the Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion.

3. Allocation of Costs

Agency and Participant agree Participant shall be able to allocate expenses among the various items listed on **Attachment 4** so long as the total amount of reimbursement sought by Participant does not exceed Two Hundred Ninety Thousand, Eight Hundred Eighty-Seven Dollars and 00/100 (\$290,887.00). Participant shall notify Agency of the allocation of costs among the items listed on **Attachment 4**.

4. Reimbursement

Participant shall initially pay for all of the costs of construction for the Agency Funded Public Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Public Improvements (the "Reimbursement Obligation") as set forth in Section F, Section G, and the other provisions of this Agreement.

G. Reimbursement Procedure

1. Agency's Reimbursement Obligation shall not commence until: (i) the recordation of the Deed of Façade Easement; (ii) completion of all the Agency Funded Public Improvements for building 10, as determined by the Agency and, to the extent necessary, the City's acceptance of the improvements; (iii) execution of the Confirmation of Reimbursement Form; and (iv) the Agency Funded Public Improvements are completed within fifteen (15) months from the Effective Date, unless otherwise extended as set forth in Section I.

2. Subsequent to the satisfaction of the conditions set forth in Section G(1), the Agency will first pay the Reimbursement Obligation from existing Project Area revenue allocation proceeds, subject to Agency retention of a maximum of \$50,000 to pay for Project Area operating and administrative expenses. To the extent existing Project Area revenue allocation proceeds are not available to pay the Reimbursement Obligation in full upon completion off the Agency Funded Public Improvements as provided herein, the Agency will, in conjunction with its receipt of revenue allocation proceeds on a biannual basis from the Project Area, make payment to Participant of any tax increment revenue allocation proceeds, after withholding operating and administrative expenses, actually received and arising from the Site subsequent to the satisfaction of the conditions set forth in Section G(1) and until such time as the Reimbursement Obligation has been paid in full or the Reimbursement Term of this Agreement, whichever occurs first. **PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR**

**BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY
UNDER THE URBAN RENEWAL PLAN AND ASSUMES THAT RISK.**

3. Agency shall have no obligation to make payments to the Participant for taxes collected and paid to Agency beyond the Reimbursement Term.

4. All payment due hereunder shall be paid to the Participant, and future owners or tenants of units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result of such ownership or tenancy.

5. Non-General Obligation

As provided by Idaho Code Section 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of a Reimbursement Obligation.

H. Taxes

The Act provides that Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Bannock County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Bannock County Assessor or guarantor of collection of taxes by the Bannock County Treasurer.

Participant shall pay, when due, all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax

delinquency by any owner of parcels within the Site or by any tenant related to personal property, or due to legislative changes, Participant must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on behalf of those taxpayers or receive less reimbursement from Agency to pay the Reimbursement Obligation.

Participant shall not apply for or otherwise request any exemption or reduction in property taxes on the Site pursuant to Idaho Code §§ 63-602NN, 63-4404, 63-602II, or Idaho Code §§ 63-606A or 63-602W, or similar exemptions, during the term of the Urban Renewal Plan, unless otherwise consented to by the Agency in writing. Provided, Participant may appeal the assessed values or seek any property tax exemption for the Property if the Bannock County Assessor determines the value of the Property is greater than the Estimated Value upon receipt of Agency's written authorization, such authorization shall not be unreasonably withheld and shall be provided in timely manner. Any appeal of an assessed value or request for property tax exemption for the Property for an assessment less than the Estimated Value requires Agency's written authorization, which shall be provided in Agency's sole discretion. For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be at least Forty Million and 00/100 Dollars (\$40,000,000.00) (the "Estimated Value").

I. No Security Interest

The Parties agree this Agreement does not provide Participant with a security interest in any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code).

J. Liens/Payment of General Contractor

Participant hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site (other than inchoate liens), as defined above, and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Site when due. In the event any materialman's liens are placed on the Site, Participant agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor, or material supplier that performed work on the Site have been satisfied.

K. Agency Contribution Assignable

Agency and Participant agree that Agency's obligations run only to Participant or its assignee and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Participant shall have

the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Participant.

L. Indemnification

Participant shall indemnify, defend, and hold Agency and its respective commissioners, officers, agents, consultants and employees (collectively referred to in this Section L as “Agency”) harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design and attorney fees (collectively referred to in this Section L as “Claim”), which may be imposed upon or incurred by or asserted against Agency and for which Agency may be legally liable under applicable law (excluding any liability or obligation Agency assumes by contract) by reason of any of the following occurrences, provided Participant shall have no obligation to indemnify, defend, and hold Agency harmless from and against any Claim to the extent it arises from the negligence or willful act or omission of Agency:

1. Any work done in, Project Area, including the Agency Funded Public Improvements, or work related to the Agency Funded Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional wrongful act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Project Area, or any part thereof, during construction; or
5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

In case any such Claim is brought against Agency, Participant, upon written notice from Agency, shall, at Participant’s expense, resist or defend such Claim by counsel approved by Agency, which approval shall not be unreasonably withheld, conditioned, or delayed.

M. Insurance

Participant shall, or through its contractor constructing the Agency Funded Public Improvements, shall, at Participant's sole cost, obtain and maintain in force for the duration of the Agreement (including any warranty period) insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage, with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$4,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.

2. During the construction of the Project, Builder's Risk Insurance or equivalent upon the Project covering one hundred percent (100%) of the replacement cost of the Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lighting; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) vehicles; (vii) civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) collapse; (xii) breakage of building glass; (xiii) falling objects; (xiv) debris removal; (xv) demolition occasioned by enforcement of laws and regulations; (xvi) weight of snow, ice, or sleet; or (xvii) weight of people or personal property;

3. Workers' Compensation Insurance, if Participant has employees, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. If Participant has employees, Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

4. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

5. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury or property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Project subject to reimbursement of any deductible in the event such claim arises from the negligence or willful act or omission of Agency.

6. Certificates of insurance, reasonably satisfactory in form to Agency (ACORD form or equivalent), shall be supplied to Agency evidencing that the insurance required above is in force, and that notice will be given to Agency prior to any cancellation of the policies in accordance with the policies as of the Effective Date. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

7. Except as otherwise stated in this Agreement, the obligations set forth in this Section shall remain in effect only until the date that Agency approves the completed Agency Funded Public Improvements.

8. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and qualified to do business in the State of Idaho.

9. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Participant's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

N. Warranty

Participant warrants that the materials and workmanship employed in the construction of the Agency Funded Public Improvements shall be good quality and shall conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of one (1) year after approval of the Agency Funded Public Improvements. Provided, nothing herein shall limit the time

within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

O. Time of the Essence

As an express condition of approving the Agency Funded Public Improvements as eligible for reimbursement, Participant agrees to begin construction of the Agency Funded Public Improvements within three (3) months of the Effective Date except as otherwise provide herein. After commencement of the Agency Funded Public Improvements, Participant must complete all necessary construction and installation prior to the expiration of the Construction Term, which may be extended as set forth in Section I (the "Completion Date"). Should Participant not complete the Agency Funded Public Improvements within this timeframe, Agency may terminate this Agreement upon written notice and seek all remedies available to recover any losses Agency has suffered.

P. Additional Assurance

Because completion of Agency Funded Public Improvements prior to the Completion Date is a material and essential term of this Agreement, the Participant will provide a performance guaranty from the Guarantor to complete the Agency Funded Public Improvements. The performance guaranty will require Guarantor to cure a default to ensure completion of the Agency Funded Public Improvements pursuant to the terms of this Agreement upon notice from Agency as provided herein. This guaranty shall terminate and be for no further force or effect upon expiration of the Construction Term.

Q. Maintenance

Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Agency Funded Public Improvements. Agency anticipates Participant will retain maintenance obligations of the Agency Funded Public Improvements.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Urban Renewal Plan for the period of time the Urban Renewal Plan is in force and effect.

B. Effect and Duration of Covenants

Covenants contained in this Agreement shall remain in effect until the earlier of: (1) the completion of all obligations of each party; or (2) the earlier of December 31, 2030, or the date on which the Urban Renewal Plan terminates. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site, or any part thereof, for the benefit of and in favor of Agency, its successors, and assigns. The Deed of Façade Easement shall run with the land for the time set forth therein.

C. Local, State and Federal Laws

Participant covenants that it will carry out the construction of the Agency Funded Public Improvements in conformity with all applicable laws, including all applicable federal and state labor standards and anti-discrimination laws.

V. DEFAULTS, DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default, provided that in the case where rectifying the matters specified in the notice of default requires more than forty-five (45) days, such notified Party shall not be in default so long as they commence prior to the expiration of the forty-five (45) days and diligently pursue actions needed to rectify such matters. In the event of a default, the non-defaulting Party may do the following:

1. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

2. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, and, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

3. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

4. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

5. In the event Participant defaults under this Agreement, Agency (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to Participant up to the amount of damages incurred by Agency for Participant's default.

Any default by Participant under any City Agreements and Approvals that would unreasonably delay or prohibit the completion of the Agency Funded Public Improvements shall be deemed a default under this Agreement.

B. Dispute Resolution

If the Parties fail to resolve the default following the opportunity to cure as set forth in Section V.A. above, the Parties agree to first endeavor to settle any dispute in an amicable manner by mediation, as the Parties may mutually agree before resorting to litigation, and each Party shall share equally in such costs and expenses. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue those rights and remedies set forth in this Agreement.

C. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The non-defaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or hand delivery to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, including electronic signatures, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, acts of another party, environmental analysis or removal of hazardous or toxic substances, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency), supply chain issues, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

J. Inspection of Books and Records

Agency has the right, upon not less than five (5) business days' notice, at all reasonable times to inspect the books and records of Participant pertaining to the Agency Funded Public Improvements.

K. [RESERVED].

L. No Joint Venture or Partnership

Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

M. Anti-Boycott Against Israel Certification.

Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that the Participant, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

N. Contract With A Company Owned or Operated By the Government of China Prohibited.

Participant hereby certifies pursuant to § 67-2359, Idaho Code, that the Participant is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

O. Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors.

Participant hereby certifies pursuant to Section 67-2347A, Idaho Code, that the Participant, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, as may be amended, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the appropriate authorities of Agency and Participant.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including **Attachments 1 through 7**, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

**URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO, A/K/A
THE POCA TELLO DEVELOPMENT AUTHORITY**

By: _____
David Villarreal, Chair
Date: _____

ATTEST:

By: _____
_____, Secretary

PARTICIPANT

POCA TELLO QUINN, LLC

By: _____
_____, Manager
Date: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Bannock)

On this _____ day of _____, 2025, before me, _____, the undersigned notary public in and for said county and state, personally appeared David Villareal, known or identified to me to be the Chair of the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

STATE OF _____)
) ss.
County of _____)

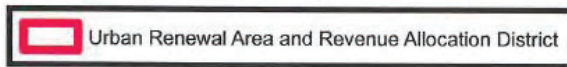
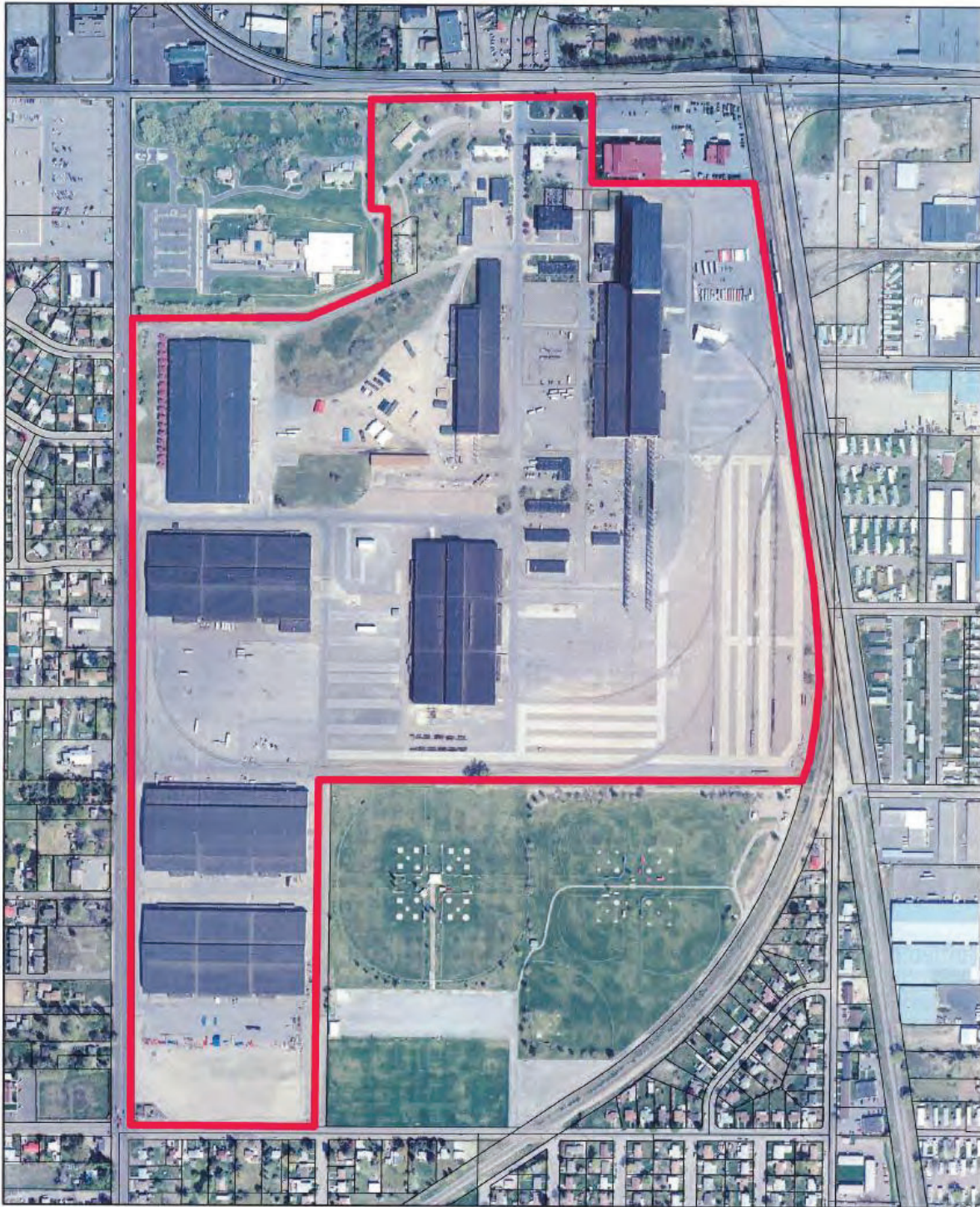
On this _____ day of _____, 2025, before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the Manager of Pocatello Quinn, LLC, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained on behalf of Pocatello Quinn, LLC.

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

Notary Public for _____
Commission Expires _____

Attachment 1

Project Area Map



1 inch equals 500 feet

The City of Pocatello does not guarantee any information contained in this map to be an accurate representation of actual conditions.

No reproduction of this material in any form is authorized without written consent of the City of Pocatello.

Attachment 2

Legal Description of the Project Area

A parcel of land located in the E ½ of Section 15, Township 6 South, Range 34 East, Boise Meridian Bannock County, Idaho, a portion of the land described in instrument no. 724647 of the records of Bannock County, Idaho, being more particularly described as follows:

Commencing at the North one quarter corner of Section 15, Township 6 South, Range 34 East, Boise Meridian, said corner marked with an aluminum capped monument; thence North 89°28'06" East 65.30 feet to a point in the East right of way line of Pole Line Road; thence South 01°18'55" East along the East right of way line of Pole Line Road 25.0 feet;

thence continuing South 01°18'55" East 199.13 feet to an angle point; thence continuing along the East right of way line of Pole Line Road South 00°32'32" East 627.31 feet to the Southwest corner of the land described in instrument no. 732922 and depicted on the Record of Survey recorded as instrument no. 733159 of the records of Bannock County, Idaho, said corner marked by a ½-inch iron pin tagged LS-2652, the true point of beginning;

thence following the South and East boundaries of the said land described in instrument no. 732922 for the next five courses:

North 89°25'44" East 662.29 feet (recorded as North 89°28'06" East 662.24 feet) to a ½-inch iron pin tagged LS-2652; thence North 65°25'29" East 327.72 feet recorded as North 65°25'05" East 327.76 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°31'05" West 274.76 (recorded as North 00°32'32" West 274.85 feet) to a ½-inch iron pin tagged LS-2652;

thence South 89°24'46" West 64.24 feet (recorded as South 89°28'06" West 64.25 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°33'46" West 417.75 feet (recorded as North 00°32'32" West 418.0 feet) to a point in the South right of way line of Infirmary Road (commonly referred to as Quinn Road), said point marked with a ½-inch iron pin tagged LS-2652;

thence North 89°28'06" East 354.97 feet along the South right of way line of Infirmary Road to an angle point, said point marked with a 5/8-inch iron pin tagged PE/LS-2652; thence continuing along the South right of way line of Infirmary Road North 87°45'06" East 470.47 feet (recorded as 470.62 feet) to the Northwest corner of the Armed Forces Reserve Training Area, said corner marked with a ½-inch iron pin tagged LS-977, a distance of 2.3 feet easterly of a State of Idaho right of way monument identified as being 55 feet left of centerline station 93+60 of the Yellowstone Highway-Quinn Road Project;

thence South 00°02'34" East 324.22 feet (recorded as South 00°01'29" East 324.93 feet) to the Southwest corner of the said training area, said corner marked with a "PK" nail tagged LS-977; thence North 89°57'26" East 614.32 feet (recorded as North 89°58'00" East 614.59 feet) to a brass cap monument set in concrete, marking the Southeast corner of the said training area.

thence South 08°46'34" East 1568.57 feet (recorded as South 08°45'29" East 1568.22 feet) along the Westerly right of way line of the Union Pacific Railroad to a point of curvature, said point marked with an untagged ½- iron pin, from which the center of the curve bears South 81°22'51" West;

thence continuing along the Westerly right of way line of the Union Pacific Railroad, following an 1860 foot radius nontangent curve, concave to the West, through a central angle of 21°34'18" for an arc distance of 700.28 feet (recorded as 700.4 feet) to a concrete monument marking the Northeast corner of N.O.P. Park (a City of Pocatello Park), from which the East one quarter corner of Section 15 bears South 86°53'02" East 109.83 feet;

thence South 89°20'26" West on a nontangent line 1771.96 feet (recorded as South 89°21'27" West 1771.60 feet) to the Northwest corner of N.O.P. Park, said corner marked with a ½-inch iron pin tagged LS-977; thence South 00°04'43" West along the West boundary of N.O.P. Park 1300.68 feet to a point on the North right of way line of Eldredge Road;

thence South 89°21'43" West along the North right of way line of Eldredge Road 739.45 feet to a point in the East right of way line of Pole Line Road; thence North 00°32'32" West 3042.61 feet to the point of beginning.

Attachment 3

Overview of the Site



Attachment 4

Agency Funded Public Improvements

Item	Estimated Cost
Improvements to Building 10 Façade, Windows, Paint, and Panels ○ Windows: No window replacements necessary. Replacement/repair of any window coverings as needed will be of similar panel profile, and may be of metal, fiberglass, or other material as appropriate. ○ Paint: To include prep (scrape/power wash), 2 coats of paint, & sealants of all exterior body and trim surfaces, including fluted panel & any brick surfaces, loading dock areas, soffits, facias, overhead doors, man doors, and roof ladders & pipe handrails as applicable. Paint color selections will be consistent with the renderings and assigned S&W colors of Repose Grey, Gauntlet Gray, & Indigo Blue. ○ Panels: The majority of existing siding on our buildings are Transite panels. Some of these sections may need repair or re-securing by mechanical fastener, or some may need complete replacement (similar fluted/corrugated profile, metal or other material). Contractor will provide securement/attachment of all existing panels as needed as part of prep/paint proposal. Any replacement/installation of new panels will be of similar panel profile, and may be of metal, fiberglass, or other material as agreed upon between both parties.	
Agency Reimbursement Not to Exceed:	\$290,887.00

Attachment 5

Confirmation of Reimbursement

CONFIRMATION OF AGENCY REIMBURSEMENT NO. ____

This Confirmation of Agency Reimbursement No. ____ (“Confirmation”) is entered into between the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company authorized to do business in the State of Idaho (hereinafter “Participant”). Collectively, Agency and Participant may be referred to as the “parties.” The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Third Owner Participation Agreement by and between the Agency and Participant with an effective date of _____ (the “Third OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the Third OPA and as specifically identified below, shall be _____ and ____/100 dollars (\$ _____) (the “Agency Reimbursement”) for the Agency Funded Public Improvements to building 10. All capitalized terms not otherwise set forth herein shall have those meanings set forth in the OPA.

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date, pursuant to the Reimbursement Procedure set forth in the Third OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the Third OPA are less than the total Agency Reimbursement.

If the Agency Reimbursement is not fully funded by December 31, 2030, or the date upon with the Urban Renewal Plan and Project Area terminates, whichever is earlier, the Agency will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall first be paid from the existing revenue allocation proceeds, if any, collected within the Naval Ordnance Plant Urban Renewal Area Improvement Plan revenue allocation area (the “Site”) pursuant to the terms and conditions set

forth in the Third OPA. If existing revenue allocation proceeds are not sufficient to pay the Confirmation in full as of the Effective Date, the Participant shall be paid from revenue allocation proceeds received over time from the Site during the Reimbursement Term.

Except as expressly modified above, the terms and conditions of the Third OPA are still binding on Agency and Participant as set forth in such Third OPA. In the event of a conflict between this Confirmation and the Third OPA, the Third OPA shall control.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY:

**URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO a/k/a
POCA TELLO DEVELOPMENT AUTHORITY**

By: _____
_____, Chair

Date: _____

ATTEST:

By: _____
_____,
Secretary

PARTICIPANT:

POCA TELLO QUINN, LLC, a Delaware limited liability company.

By: _____

Date: _____

Attachment 6

Deed of Façade Easement

After recording, return to:

City of Pocatello
c/o City Attorney
911 N. 7th Avenue
Pocatello, ID 83201

DEED OF FAÇADE EASEMENT

THIS DEED OF FAÇADE EASEMENT (“Façade Easement”) is made this ____ day of _____, 2025 (the “Effective Date”), by and between POCATELLO QUINN, LLC, a Delaware limited liability company (hereinafter “Grantor”), whose address is 11111 Santa Monica Boulevard, Suite 810, Los Angeles, California 90025 and the CITY OF POCATELLO, IDAHO, (hereinafter “Grantee”), whose address is 911 North 7th Avenue, Pocatello, Idaho 83201. Grantor and Grantee may be individually referred to as a Party and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain premises and improvements, as hereinafter described, commonly known as the Naval Ordnance Plant situated in Pocatello, Bannock County, Idaho (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the “Buildings”); and

WHEREAS, the Buildings are located within the Naval Ordnance Plant Urban Renewal Area Improvement Plan (the “Plan”) revenue allocation area (the “Project Area”) adopted by Pocatello City Council Ordinance No. 2797 on July 6, 2006; and

WHEREAS, the Buildings are historically significant and contribute to the historic integrity of the City and to the aesthetics of the City of Pocatello’s (the “City”) skyline; and

WHEREAS, the façade of building 10 has been or will be improved by Grantor and Grantor is eligible for reimbursement for all or a portion of the façade improvements to building 10, pursuant to that certain Third Owner Participation Agreement, dated _____, 2025 (the “Third OPA”) by and between Grantor and Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic, authorized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (such improvements to building 10, the “Agency Funded Improvements”), as further described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the grant of a façade easement, hereinafter referred to as the “Façade Easement,” by Grantor to Grantee on the Property (as defined below) will assist in preserving and maintaining the Building, the Property, and their architectural ensemble and historic significance for the benefit of public; and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, the Façade Easement for the purposes of ensuring that the architectural and aesthetic improvement of the Property will not be destroyed, altered, or impaired during the Term (as defined below).

NOW, THEREFORE, in consideration of the sum of One Dollar or other valuable consideration paid to Grantor, the receipt thereof is hereby acknowledged, Grantor does hereby give, grant, bargain, sell, and convey, with covenants of warranty to Grantee, a Façade Easement as hereinafter described with respect to the following described parcel of land, with the building and improvements thereon, located in the City of Pocatello, Bannock County, Idaho, and described more particularly on Exhibit B, attached hereto and incorporated herein

The Façade Easement granted herein shall be of the nature and character hereinafter described and shall be a covenant running with the land, for the Term (as defined below), binding upon Grantor, its successors, and assigns.

1. Description and Term

The “Property” for which this Façade Easement is granted is described as follows: all improved exterior surfaces of building 10 (including, without limitation, the exterior walls and windows) within the Project Area. The location of the Property within the Project Area is shown on Exhibit B, and the Project Area is more particularly described in Exhibit C, attached hereto and incorporated herein by reference.

The Term of this Façade Easement shall be ten (10) years from the date of completion of all of the Agency Funded Improvements on the Property, as determined pursuant to the Second OPA, unless otherwise terminated as provided herein or by written agreement of the Parties.

2. Maintenance

Grantor agrees to assume the cost of all continued maintenance and repair of the Property and further agrees to conduct regular maintenance and repair in order to preserve the architectural and aesthetic improvements of the Property in the same or better condition as of the completion of the Agency Funded Improvements. All maintenance and repairs to the Property shall be of high quality and performed in a workmanlike manner, using materials of high quality, and shall be commenced and completed with a high degree of diligence and in a matter which preserves the improvements to the Property in the same condition as of the completion of the Agency Funded Improvements. Grantee shall have the right to request additional maintenance should it be necessary to preserve the Property in the same condition as of the completion of the Agency Funded Improvements.

3. Alterations

Grantor, its successors or agents, shall make no material alterations or changes to the exterior surfaces to the Property, including changes in paint colors after completion of the Agency Funded Improvements, without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed, other than general maintenance and repair as required hereunder which shall not require the consent of Grantee, provided, however,

no functionally required elements such as door locks, personnel doors, overhead doors, or other devices which do not materially modify the exterior of the Property shall require Grantee's consent. The addition of any new building element onto the existing Property, or the demolition of Property, may be undertaken, commenced, or performed only with the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. Inspection

Grantor hereby agrees that representatives of Grantee, its successors, and assigns, shall be permitted at all reasonable times to inspect the Property. Inspections will normally take place from the street. However, Grantor agrees that representatives of Grantee, its successors, and assigns, shall upon request be permitted to enter and inspect the interior of the Property improved by the Agency Funded Public Improvements to ensure the integrity of the Property upon reasonable notice to Grantor. Such access shall be in compliance with all security requirements of Grantor or any tenant of Grantor, and exercised in such manner as to not unreasonably interfere with the operations of Grantor or any tenant of Grantor.

5. Grantor's Use

Grantor reserves the right and privilege for the use of the Property and the Buildings for any purpose not inconsistent with this Façade Easement or with any Local, State, or Federal law or regulation. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents for the inspection rights above, the right to enter the Property for the purposes set forth herein.

6. Casualty or Loss

In the event the Buildings, including the Property, are, by reason of fire, flood, earthquake, or other disaster of any kind whatsoever:

A. Partially destroyed to such an extent or of such nature that the appearance of the Property are materially altered, then Grantor shall, within a reasonable period of time, restore the Property either to a condition so that the appearance is restored to that existing at the time immediately prior to such destruction, or to any other such condition as the Parties may agree to in writing, provided, however, that if the partial destruction of the Property and/or the Buildings is so extensive as to make repair or reconstruction impractical, taking into account the proceeds of any insurance available for reconstruction, or there is less than 24 months left in the Term, then Grantor may proceed under 6B below.

B. Totally destroyed with respect to the Property and/or the Building, then this Façade Easement shall be extinguished, and Grantor may thereafter erect a building which meet all applicable, zoning, land use restrictions pertaining to the Project Area.

Upon satisfactory completion of restoration under Paragraph 6A, this Façade Easement shall apply to the restored appearance for the remainder of the Term. If Grantor fails, after written notice to restore the Building or the Property within a reasonable period of time as required under Paragraph 6A, Grantee may invoke any remedy available to it under this Façade Easement.

7. Insurance

Grantor, shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage in an amount in the lesser of the (i) full replacement value or (ii) the fair market value of the Buildings and Property. Such insurance shall include Grantee's interest and name Grantee as additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the Effective Date and a new policy or certificate prior to the expiration of such policy.

8. Release

Grantor hereby releases and relieves Grantee of all liability with respect to the Building and the Property unless arising from the misconduct or negligence of Grantee in performing its rights or obligations hereunder. Grantor shall defend and hold harmless Grantee from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury, and of damage to property occurring in or around the Building or the Property subject to this Façade Easement, occasioned in whole or in part by the negligence of Grantor, its agents or employees.

9. Enforcement

If either party violates or fails to observe any covenant, agreement or provision contained here, then the non-defaulting party shall, in addition to all other remedies available at law or in equity, have the right to enforce this Façade Easement, including each of its provisions by specific performance. If Grantor fails to maintain the Property as required hereunder, and if such failure shall not be completely cured and remedied within a reasonable period of time of not less than thirty (30) days following written notice sent by Grantee to Grantor, then Grantee shall have the right, itself or through agents or contractors, to restore, repair, or maintain the Property, and Grantor shall, promptly upon request, reimburse Grantee for all reasonable sums so actually expended by Grantee.

10. Successors and Assigns

This Façade Easement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns. Grantee agrees that it will hold this Façade Easement exclusively for conservation purposes and will not transfer this Façade Easement for money, other property, or services. Nothing herein shall be construed to limit Grantor's right to assign, sell, transfer, convey, mortgage, pledge, or otherwise hypothecate its interest in the Buildings without Grantee's consent, so long as any such transfer or pledge shall be subject to Grantee's interest herein; provided further, that upon assignment, sale, or transfer (other than for security) of the Building, the obligations and duties of Grantor hereunder shall automatically transfer to Grantor's successor in interest and Grantor shall be released from any liability hereunder.

11. Notice

Any notice required herein shall be in writing sent by first class U.S. Mail to the following addresses:

For Grantor:

Pocatello Quinn, LLC
11111 Santa Monica Blvd., Suite 810
Los Angeles, CA 90025

For Grantee:

City of Pocatello
Office of the Mayor
911 North 7th Avenue
Pocatello, ID 83201

12. Acceptance

Grantee hereby accepts the rights and interests granted to it in this Façade Easement.

13. Severability of Provisions

Should any term, provision, condition or other portion of this Façade Easement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Façade Easement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

[end of text]

TO HAVE AND TO HOLD, the afore granted and bargained Façade Easement, with all the privileges and appurtenances thereof to Grantee, its successors, and assigns, in perpetuity.

IN WITNESS WHEREOF, Grantor has executed this on _____ of _____, 2025.

Pocatello Quinn, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2025, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Manager of Pocatello Quinn, LLC a Delaware limited liability company, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

S
E
A
L

Notary Public
My commission expires on _____

IN WITNESS WHEREOF, Grantee has executed this on _____ of _____,
2025.

Brian Blad, Mayor, City of Pocatello

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2025, before me, _____, a
Notary Public in and for said State, personally appeared Brian Blad, known or identified to me to
be the Mayor of the City of Pocatello that executed the said instrument, and acknowledged to me
that such City executed the same.

S
E
A
L

Notary Public for Idaho
My commission expires on _____

EXHIBIT A

Agency Funded Public Improvements

Item	Estimated Cost
Improvements to Building 10 Façade, Windows, Paint, and Panels ○ Windows: No window replacements necessary. Replacement/repair of any window coverings as needed will be of similar panel profile, and may be of metal, fiberglass, or other material as appropriate. ○ Paint: To include prep (scrape/power wash), 2 coats of paint, & sealants of all exterior body and trim surfaces, including fluted panel & any brick surfaces, loading dock areas, soffits, fascias, overhead doors, man doors, and roof ladders & pipe handrails as applicable. Paint color selections will be consistent with the renderings and assigned S&W colors of Repose Grey, Gauntlet Gray, & Indigo Blue. ○ Panels: The majority of existing siding on our buildings are Transite panels. Some of these sections may need repair or re-securing by mechanical fastener, or some may need complete replacement (similar fluted/corrugated profile, metal or other material). Contractor will provide securement/attachment of all existing panels as needed as part of prep/paint proposal. Any replacement/installation of new panels will be of similar panel profile, and may be of metal, fiberglass, or other material as agreed upon between both parties.	
Agency Contribution Not to Exceed:	\$290,887.00

EXHIBIT B

Location of Building 10 within the Project Area



EXHIBIT C

Legal Description of the Project Area

A parcel of land located in the E ½ of Section 15, Township 6 South, Range 34 East, Boise Meridian Bannock County, Idaho, a portion of the land described in instrument no. 724647 of the records of Bannock County, Idaho, being more particularly described as follows:

Commencing at the North one quarter corner of Section 15, Township 6 South, Range 34 East, Boise Meridian, said corner marked with an aluminum capped monument; thence North 89°28'06" East 65.30 feet to a point in the East right of way line of Pole Line Road; thence South 01°18'55" East along the East right of way line of Pole Line Road 25.0 feet;

thence continuing South 01°18'55" East 199.13 feet to an angle point; thence continuing along the East right of way line of Pole Line Road South 00°32'32" East 627.31 feet to the Southwest corner of the land described in instrument no. 732922 and depicted on the Record of Survey recorded as instrument no. 733159 of the records of Bannock County, Idaho, said corner marked by a ½-inch iron pin tagged LS-2652, the true point of beginning;

thence following the South and East boundaries of the said land described in instrument no. 732922 for the next five courses:

North 89°25'44" East 662.29 feet (recorded as North 89°28'06" East 662.24 feet) to a ½-inch iron pin tagged LS-2652; thence North 65°25'29" East 327.72 feet recorded as North 65°25'05" East 327.76 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°31'05" West 274.76 (recorded as North 00°32'32" West 274.85 feet) to a ½-inch iron pin tagged LS-2652;

thence South 89°24'46" West 64.24 feet (recorded as South 89°28'06" West 64.25 feet) to a ½-inch iron pin tagged LS-2652; thence North 00°33'46" West 417.75 feet (recorded as North 00°32'32" West 418.0 feet) to a point in the South right of way line of Infirmary Road (commonly referred to as Quinn Road), said point marked with a ½-inch iron pin tagged LS-2652;

thence North 89°28'06" East 354.97 feet along the South right of way line of Infirmary Road to an angle point, said point marked with a 5/8-inch iron pin tagged PE/LS-2652; thence continuing along the South right of way line of Infirmary Road North 87°45'06" East 470.47 feet (recorded as 470.62 feet) to the Northwest corner of the Armed Forces Reserve Training Area, said corner marked with a ½-inch iron pin tagged LS-977, a distance of 2.3 feet easterly of a State of Idaho right of way monument identified as being 55 feet left of centerline station 93+60 of the Yellowstone Highway-Quinn Road Project;

thence South 00°02'34" East 324.22 feet (recorded as South 00°01'29" East 324.93 feet) to the Southwest corner of the said training area, said corner marked with a "PK" nail tagged LS-977; thence North 89°57'26" East 614.32 feet (recorded as North 89°58'00" East 614.59 feet) to a brass cap monument set in concrete, marking the Southeast corner of the said training area.

thence South 08°46'34" East 1568.57 feet (recorded as South 08°45'29" East 1568.22 feet) along the Westerly right of way line of the Union Pacific Railroad to a point of curvature, said point marked with an untagged ½- iron pin, from which the center of the curve bears South 81°22'51" West;

thence continuing along the Westerly right of way line of the Union Pacific Railroad, following an 1860 foot radius nontangent curve, concave to the West, through a central angle of 21°34'18" for an arc distance of 700.28 feet (recorded as 700.4 feet) to a concrete monument marking the Northeast corner of N.O.P. Park (a City of Pocatello Park), from which the East one quarter corner of Section 15 bears South 86°53'02" East 109.83 feet;

thence South 89°20'26" West on a nontangent line 1771.96 feet (recorded as South 89°21'27" West 1771.60 feet) to the Northwest corner of N.O.P. Park, said corner marked with a ½-inch iron pin tagged LS-977; thence South 00°04'43" West along the West boundary of N.O.P. Park 1300.68 feet to a point on the North right of way line of Eldredge Road;

thence South 89°21'43" West along the North right of way line of Eldredge Road 739.45 feet to a point in the East right of way line of Pole Line Road; thence North 00°32'32" West 3042.61 feet to the point of beginning.

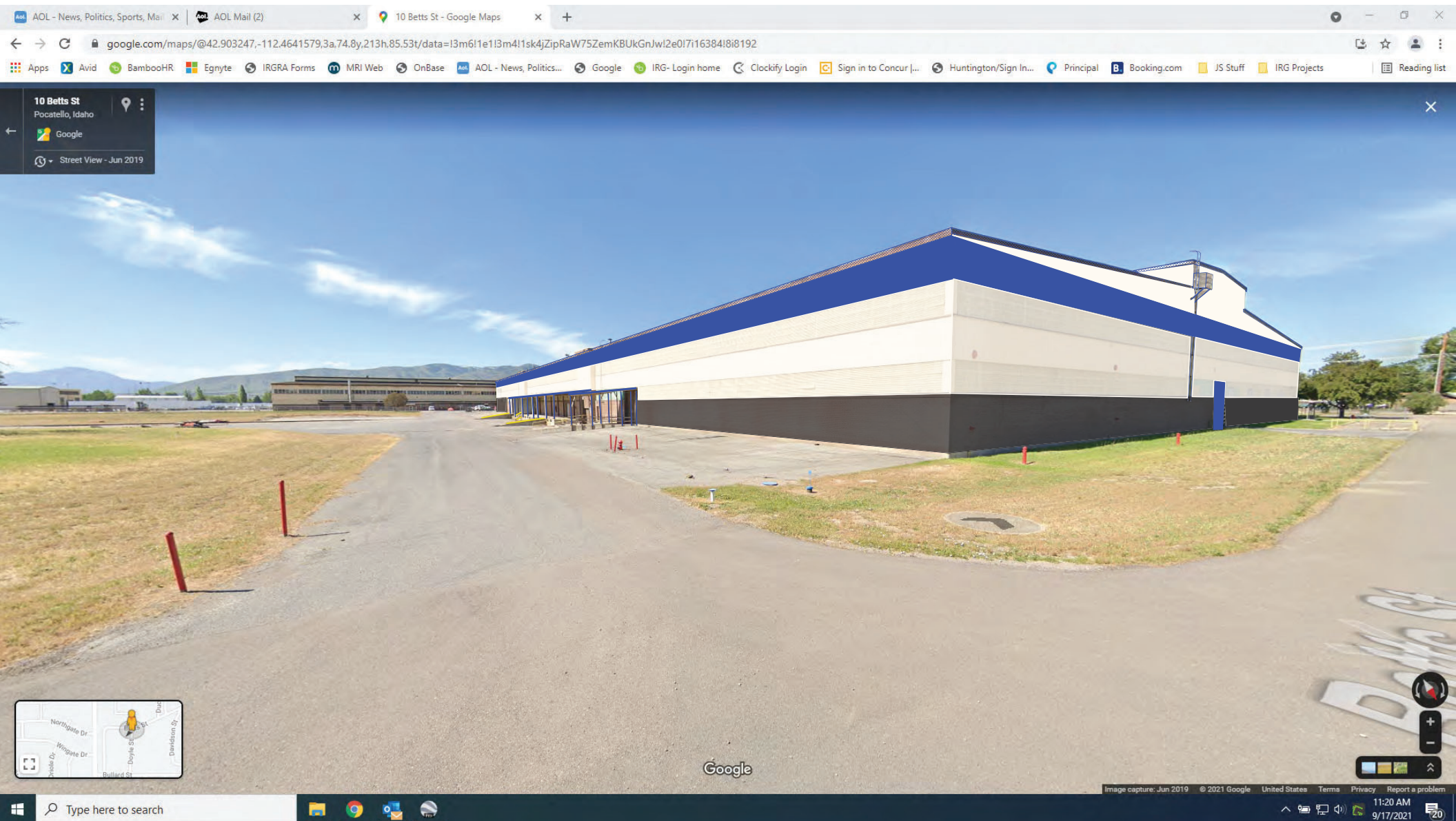
(VW 1.3.2022)

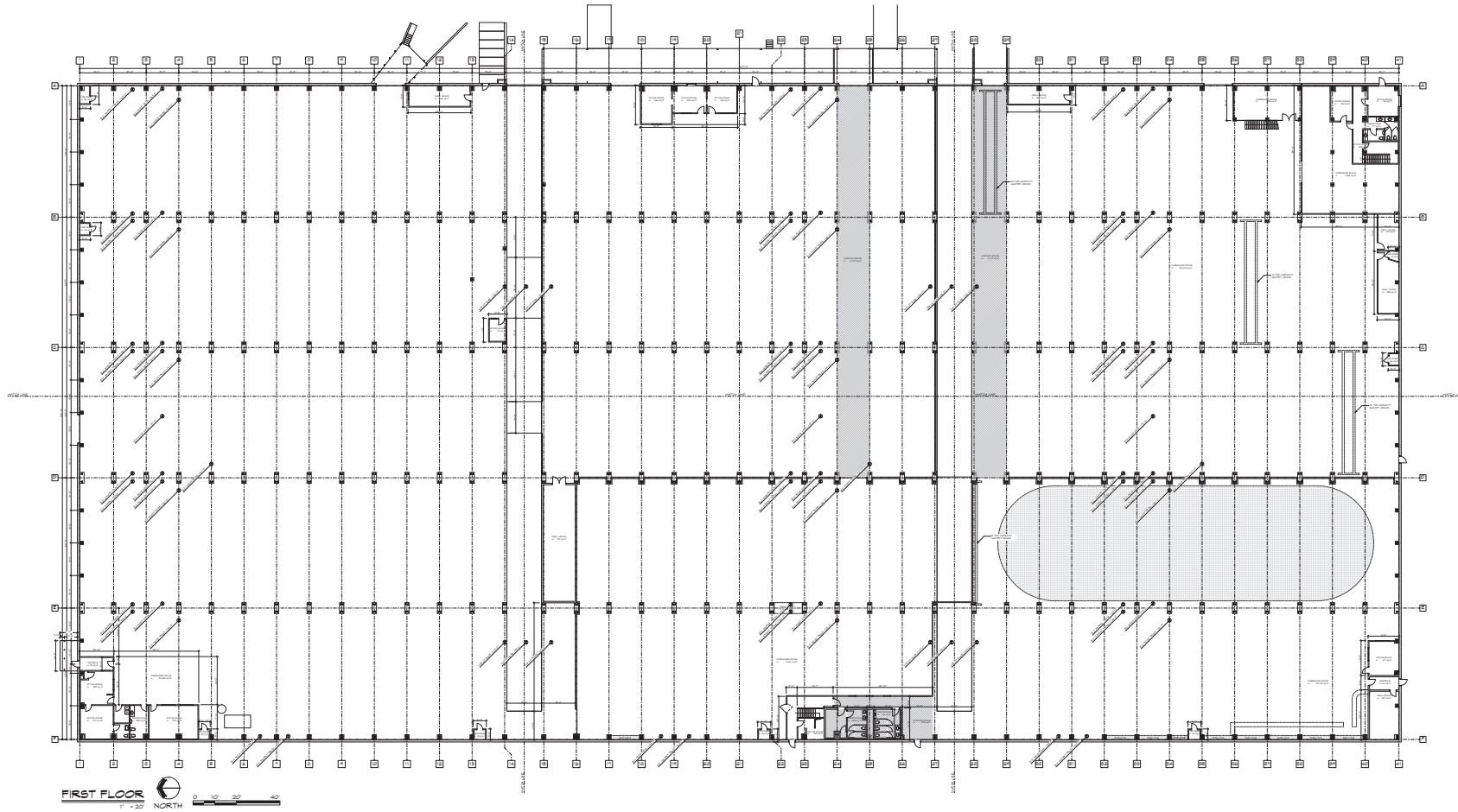
4873-8086-1550, v. 1

Attachment 7

Renderings of the Improvements to Building 10

4861-5957-5662, v. 1





FIRST FLOOR
1" = 30' NORTH

TITAN CENTER EXISTING BUILDINGS

125 N. GARFIELD AVE.

OVERALL PLAN

REVISIONS

DRAWING INFORMATION

FILE NAME: 2108 Titan Center v1.dwg

UPDATE: 11/30/2021

DRAWN BY: YOUR DETAILS

DATE:

11/30/2021

DRAWING NO.

A1.1

SHEET NO.

1 OF 1

OF

COPYRIGHT © 2021
JENSEN-HAYES-SHROPSHIRE
ARCHITECTS, P.A.

JHS
JENSEN-HAYES-SHROPSHIRE
ARCHITECTS, P.A.

125 N. GARFIELD AVE.
POCAHONTO, IDAHO 83854
208.251.1211 FAX 208.251.1206

COMPLETION GUARANTY

THIS COMPLETION GUARANTY (“Agreement”) is made effective as of _____, 2025, by and between SPE Holdings, LLC, a Delaware limited liability company (“Guarantor”), and Urban Renewal Agency of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic (“Agency”).

RECITALS

A. Agency and Pocatello Quinn, LLC entered into a Third Owner Participation Agreement, dated _____ (the “OPA”), for the construction and completion of Agency Funded Public Improvements on or before the Construction Term. All capitalized terms not otherwise defined herein shall have those meanings set forth in the OPA.

B. In order to induce Agency to enter into the OPA, Guarantor has agreed to guaranty the completion of the Agency Funded Public Improvements on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and benefits of this Guaranty, the foregoing recitals, which are fully incorporated herein, and other good and valuable consideration on the terms, conditions, and covenants hereinafter set forth, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Completion Guaranty. Guarantor hereby unconditionally and irrevocably guaranties to Agency that the Agency Funded Public Improvements will be fully built and completed in accordance with the OPA. This is a guarantee of the completion obligations and not a guarantee of the payment of any funds due from Participant to Agency under the OPA. Guarantor agrees to keep itself fully informed of the status of construction of the Agency Funded Public Improvements, and promptly take such action as may be necessary to fulfill its obligations under this Guaranty. This Guaranty shall terminate upon completion of the Agency Funded Public Improvements as set forth in the OPA. In giving this Agreement, Guarantor agrees that it has had an opportunity to review the OPA between Agency and Participant, and accepts the same. This Agreement is an absolute, irrevocable and unconditional guaranty of completion of the Agency Funded Public Improvements. Guarantor’s obligations under this Agreement survive the dissolution, death, consolidation, bankruptcy, receivership, or transfer of Participant. It shall not be necessary for Agency to first institute suit or pursue or exhaust any rights or remedies against Participant in order to enforce this Agreement against Guarantor.

2. Binding Effect. This Guaranty is binding not only on Guarantor, but also on Guarantor's heirs, successors and assigns.

3. Governing Law; Forum; Consent to Jurisdiction. This Guaranty shall be deemed to be a contract entered into pursuant to the laws of the State of Idaho and shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of Idaho, without giving effect to principles regarding conflict of laws. The parties hereby submit to the exclusive jurisdiction of the United States District Court for the District of Idaho and of any Idaho state court sitting in Bannock County, Idaho for purposes of all legal proceedings arising out of or relating to this Agreement. This Agreement is the result of substantial negotiations between Guarantor and Agency and shall be construed in accordance with the fair intent and meaning of the language contained in this Agreement in its entirety and not for or against either party, regardless of which party (or its legal counsel) was responsible for its preparation.

4. Invalidity of Certain Provisions. If any provision of this Agreement or the application thereof to any circumstance shall, for any reason and to any extent, be declared to be invalid or unenforceable, neither the remaining provisions of this Agreement nor the application of such provision to any other Person or circumstance shall be affected thereby, and the remaining provisions of this Agreement, or the applicability of such provision to other circumstances, as applicable, shall remain in effect and be enforceable to the maximum extent permitted by applicable law.

5. Attorneys' Fees and Costs of Collection. Prevailing party shall pay upon award all attorneys' fees and all other costs and expenses incurred in the enforcement of or preservation rights under this Agreement including, without limitation, all attorneys' fees and expenses, investigation costs, and all court costs.

6. Notices. Formal notices, demands, and communications between Agency and Guarantor shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or hand delivery to the principal offices of Agency and Guarantor as set forth in the OPA. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

7. Default and Remedies. Section V of the OPA is fully incorporated herein in the event of a default of either party hereunder.

8. Further Assurances. Guarantor at Guarantor's expense will promptly execute and deliver to Agency upon Agency's request all such other and further documents, agreements, and instruments in compliance with or accomplishment of the agreements of Guarantor under this Guaranty.

9. No Fiduciary Relationship. The relationship between Agency and Guarantor is solely that of Agency and guarantor. Agency has no fiduciary or other

special relationship with or duty to Guarantor and none is created hereby or may be inferred from any course of dealing or act or omission of Agency.

10. Time of Essence. Time shall be of the essence in this Guaranty with respect to all of Guarantors' obligations hereunder.

11. Counterparts. This Guaranty may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same agreement.

12. Entire Agreement. This Agreement embodies the entire agreement between Agency and Guarantor with respect to the completion of the Agency Funded Public Improvements. This Guaranty supersedes all prior agreements and understandings, if any, with respect to the guaranty by Guarantor for the completion of the Agency Funded Public Improvements. No condition or conditions precedent to the effectiveness of this Agreement exist. This Agreement shall be effective upon execution by Guarantor and delivery to Agency. This Agreement may not be modified, amended or superseded except in a writing signed by Agency and Guarantor referencing this Agreement by its date and specifically identifying the portions hereof that are to be modified, amended or superseded.

[end of text]

IN WITNESS WHEREOF, Guarantor has duly executed this Agreement under seal as of the date first written above.

GUARANTOR:

SPE HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY
OF POCA TELLO, IDAHO, A/K/A THE
POCA TELLO DEVELOPMENT
AUTHORITY

By: _____
David Villarreal, Chair

ATTEST: _____
Name: _____
Title: _____

AGENDA 7

Millennial Development Partners

From: [McLane, Brent](#)
To: [McCulla, Aceline](#)
Subject: FW: PDA Agenda Request
Date: Thursday, October 16, 2025 4:26:54 PM
Attachments: [NORTHGATE PARKWAY 2018 CHANGE ORDER 01.pdf](#)
[NGPKWY ORIGINAL 2018 CONTRACT.pdf](#)

From: Buck Swaney <buckswaney@gmail.com>
Sent: Thursday, October 9, 2025 4:28 PM
To: McLane, Brent <bmcclane@pocatello.gov>
Subject: PDA Agenda Request

SECURITY WARNING - This email was sent from outside of the City of Pocatello's email system. DO NOT OPEN links or attachments from unknown senders.

Brent,

As discussed with you recently, we've discovered that between turnover at the city, COVID, and litigation, our TIF-reimbursable road project (hereafter "Construction Project") never entered the TIF reimbursement queue. This is a formal request to add the Construction Project as the next-in-line reimbursement, after the City/County/PDA have been reimbursed for their interchange and sewer project investments. Here is a narrative to support our request:

Shortly after finishing and approving the TIF district with the City, Millennial Development Partners and Portneuf Development (together "Town Center JV" at the time) designed, engineered, and sent to the newspapers a bid link to kick off an open bidding process for the Construction Project. We were informed by the PDA that we needed to run a "public-like" competitive process for the project to be eligible, and we carefully followed those instructions. Multiple bids were received, formal interviews held, and on 5/18/18 we executed a contract with the best-value bidder, Staker-Parson. Several months later, a change order was signed to address the utility items absent from the original bid, which had not yet been completed by the engineer at the time of the original bid.

The total cost of the Construction Project was \$4,945,192, accounted as follows:

1. Original 2018 Contract: \$3,842,073
 2. Change Order 01: \$1,028,119 + \$75,000
- SUBTOTAL: \$4,945,192

The reimbursement for this item should be divided as follows:

1. 50% to Portneuf Development, LLC (original 50% owner of TCJV)
2. 40% to Landblu LLC (the successor in interest to Millennial Development, original 50% owner of TCJV)
3. 10% to Young Landholdings LLC, with whom Millennial Development has negotiated a one-time-only distribution applicable to this Construction Project only.

Please see attached Construction Project Contract and Change Order 1. In the future, additional reimbursables will be calculated and added to the queue. We appreciate the great work we've done

together with the PDA and our public Partners, and look forward to meeting with you again.

Also, tomorrow I will develop and deliver the payment history to supplement this delivery.

Regards,

Buck Swaney

Millennial Development Partners



JACK B. PARSON COMPANIES

The Preferred Source
10200 Batic Road • P.O. Box 4021 • Pocatello, ID 83205
Phone 208-232-5794 • Fax 208-234-4021

Soil & Rock Products • Concrete • Asphalt • Paving • Construction • Earthwork • Hauling

To:	Town Center JV/Portneuf Development/Millennial Group	Contact:	Ken Pape
Address:	P.O. Box 2555 Pocatello, ID 83204	Phone:	(208) 243-1977
		Fax:	
Project Name:	*CONTRACT* NORTHGATE PRKWY AND OLYMPUS RD EXTENSION	Bid Number:	NG1 2018
Project Location:	NORTHGATE DEVELOPMENT, POCATELLO, ID	Bid Date:	5/14/2018
Addendum #:	1		

JOB SPECIFICATION AND PRICE:

- Contractor certifies the items as specified below are sufficient to complete the contract and specifications set for in the Request for Proposal (RFP) and as drawn and depicted on the (2) following exhibits:
- (1) Northgate Parkway Roadway Extension, the Olympus Drive Rehabilitation with expansion and extension, the Chubbuck Road rehabilitation with expansion and utility improvements.
- (2) Olympus Drive sewer upsizes and waterline extension, Jerome Street waterline extension

IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Line #	Item #	Item Description	Estimated Quantity	Unit	Total Price
ASPHALT PAVING					
AP	01	ASPHALT PAVING 4" CLASS III	375,000.00	SF	\$637,500.00
AP	02	ASPHALT PAVING (PATCHING)	3,000.00	SF	\$15,000.00
AP	04	ASPHALT PAVING (TRAIL)	20,000.00	SF	\$31,600.00
Total Price for above ASPHALT PAVING Items:					\$684,100.00
CONCRETE					
C	01	CURB AND GUTTER	13,385.00	LF	\$153,927.50
C	02	CONCRETE SCUPPER	84.00	EACH	\$8,820.00
C	03	CURB WALL	7,660.00	LF	\$88,090.00
C	04	SIDEWALK	18,500.00	SF	\$86,025.00
C	05	DRIVE APPROACH	225.00	SF	\$1,462.50
C	06	20' SPAN X 10' RISE HS20 PRECAST 3-SIDED STIFF LEG BRIDGE	150.00	LF	\$230,400.00
C	07	BRIDGE HEADWALLS	2.00	EACH	\$11,998.00
C	08	BRIDGE WELD PLATES AND EXTERNAL JOINT	15.00	EACH	\$11,625.00
C	09	BRIDGE CAST IN PLACE WINGWALLS	4.00	EACH	\$23,996.00
C	10	BRIDGE CAST IN PLACE FLOOR	3,000.00	SF	\$54,000.00
Total Price for above CONCRETE Items:					\$670,344.00
CONTRACT TIME					
CT	01	SEPTEMBER 15TH TIME EXTENSION	1.00	LS	(\$40,000.00)
Total Price for above CONTRACT TIME Items:					(\$40,000.00)
CULINARY WATER					
CW	01	CONNECTION TO EXISTING WATER	2.00	EACH	\$5,116.00
CW	02	12 X 12 X 6 TEE	8.00	EACH	\$6,920.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Total Price
			4,435.00	LF	\$243,925.00
CW	03	12" PVC			
CW	04	12" BEND	5.00	EACH	\$4,625.00
CW	05	12" TEE	4.00	EACH	\$3,860.00
CW	06	12" CROSS	2.00	EACH	\$1,930.00
CW	07	12" GATE VALVE	21.00	EACH	\$44,835.00
CW	08	12" THRUST BLOCK	11.00	EACH	\$6,655.00
CW	09	12" CAP AND THRUST BLOCK	12.00	EACH	\$10,500.00
CW	10	6" D.I.P	240.00	LF	\$10,884.00
CW	11	6" GATE VALVE	8.00	EACH	\$17,080.00
CW	12	FIRE HYDRANT ASSEMBLY	8.00	EACH	\$48,808.00
CW	13	1.5" WATER METER AND PIPING	1.00	EACH	\$5,044.00

Total Price for above CULINARY WATER Items: \$410,182.00

EARTHWORK/SITE

ES	01	SITE GRUBBING	690,000.00	SF	\$62,100.00
ES	02	EARTHWORK SITE CUT AND FILL	11,000.00	CY	\$89,650.00
ES	03	CURB AND GUTTER PREP (BASE ONLY)	21,050.00	LF	\$84,200.00
ES	04	SIDEWALK PREP (BASE ONLY)	18,500.00	SF	\$42,550.00
ES	05	FINE GRADE SUBGRADE AND COMPACTION	690,000.00	SF	\$69,000.00
ES	06	CONTOURING OF MICRO DETENTION/RETENTION BASIN AND SWALE	44.00	EACH	\$81,400.00
ES	07	4 OZ WOVEN FABRIC	420,000.00	SF	\$42,000.00
ES	08	COMPACTED SUBBASE COURSE	14,865.00	CY	\$341,895.00
ES	09	TENSAR TX7	420,000.00	SF	\$231,000.00
ES	10	COMPACTED BASE COURSE	12,156.00	CY	\$388,992.00
ES	13	3-6" D50 COBBLE	150.00	CY	\$8,100.00
ES	14	12" D50 COBBLE	10.00	CY	\$1,230.00
ES	15	24" D50 COBBLE	21.00	CY	\$1,785.00
ES	16	TRAFFIC CONTROL	1.00	LS	\$3,825.00
ES	17	SIGNING AND STRIPING	1.00	LS	\$14,995.00
ES	18	RANCH FENCING AND GATES	1.00	LS	\$5,995.00
ES	19	WROUGHT IRON STYLE ALUM FENCING	200.00	LF	\$41,000.00
ES	20	MOBILIZATION	1.00	LS	\$41,675.00

Total Price for above EARTHWORK/SITE Items: \$1,551,392.00

EROSION CONTROL

EC	01	TRACK-ON TRACK-OFF PAD	1,250.00	SF	\$5,000.00
EC	02	SILT FENCE	250.00	LF	\$1,000.00

Total Price for above EROSION CONTROL Items: \$6,000.00

SANITARY SEWER

SS	01	SEWER MANHOLE DEPTH 6'-10'	4.00	EACH	\$19,020.00
SS	02	SEWER MANHOLE DEPTH 10'-14'	4.00	EACH	\$23,300.00
SS	03	SEWER MANHOLE DEPTH 14'-18'	4.00	EACH	\$27,580.00
SS	04	REMOVAL AND DISPOSAL OF EXISTING MANHOLE	2.00	EACH	\$3,500.00
SS	05	CORE CONNECTION INTO EXISTING MANHOLE	1.00	EACH	\$1,750.00



JACK B. PARSON COMPANIES

The Preferred Source
10200 Batiste Road • P.O. Box 4002 • Pocatello, ID 83205
Phone 208-232-5796 • Fax 208-234-4024

Sand & Rock Products • Concrete • Asphalt • Paving • Construction • Earthwork • Hauling

To:	Town Center JV/Portneuf Development/Millennial Group	Contact:	Ken Pape
Address:	P.O. Box 2555 Pocatello, ID 83204	Phone:	(208) 243-1977
		Fax:	
Project Name:	*CHANGE ORDER 01* NORTHGATE PRKWY AND OLYMPUS RD EXTENSION	Bid Number:	NG1 2018
Project Location:	NORTHGATE DEVELOPMENT, POCATELLO, ID	Bid Date:	5/14/2018
Addendum #:	1		

JOB SPECIFICATION AND PRICE:

- Contractor certifies the items as specified below are sufficient to complete the contract and specifications set for in the Request for Proposal (RFP) and as drawn and depicted on the (2) following exhibits:
- (1) Northgate Parkway Roadway Extension, the Olympus Drive Rehabilitation with expansion and extension, the Chubbuck Road rehabilitation with expansion and utility improvements.
- (2) Olympus Drive sewer upsized and waterline extension, Jerome Street waterline extension
- IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ASPHALT PAVING						
AP	01	ASPHALT PAVING 4" CLASS III	5,250.00	SF	\$1.70	\$8,925.00
Total Price for above ASPHALT PAVING Items:						\$8,925.00
CONCRETE						
C	06	20' SPAN X 10' RISE HS20 PRECAST 3-SIDED STIFF LEG BRIDGE *COST ADJUSTMENT*	-1.00	LS	\$6,073.00	(\$6,073.00)
C	09	BRIDGE CAST IN PLACE WINGWALLS *COST ADJUSTMENT*	1.00	LS	\$24,524.00	\$24,524.00
C	10	BRIDGE CAST IN PLACE FLOOR *COST ADJUSTMENT*	1.00	LS	\$93,585.00	\$93,585.00
C	11	FRENCH DRAIN AT TUNNEL FOOTING	1.00	LS	\$5,000.00	\$5,000.00
C	12	TRENCH DRAIN AT PED TUNNEL	1.00	LS	\$10,000.00	\$10,000.00
Total Price for above CONCRETE Items:						\$127,036.00
CULINARY WATER						
CW	03	12" PVC	675.00	LF	\$55.00	\$37,125.00
CW	05	12" TEE	4.00	EACH	\$965.00	\$3,860.00
CW	07	12" GATE VALVE	9.00	EACH	\$2,135.00	\$19,215.00
CW	12	FIRE HYDRANT ASSEMBLY	3.00	EACH	\$6,101.00	\$18,303.00
CW	15	HART IRRIGATION LINE MATERIALS	1.00	LS	\$20,000.00	\$20,000.00
Total Price for above CULINARY WATER Items:						\$98,503.00
EARTHWORK/SITE						
ES	21	SCHOOL DISTRICT PROPERTY SLOPE WORK	1.00	LS	\$1,500.00	\$1,500.00
ES	22	PED TUNNEL ROCK WALL	1.00	LS	\$20,000.00	\$20,000.00
ES	23	DISTRICT ROAD PAD FILL SITE	1.00	LS	\$139,500.00	\$139,500.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ES	24	HK TESTING	1.00	LS	\$4,000.00	\$4,000.00
Total Price for above EARTHWORK/SITE Items:						\$165,000.00
SANITARY SEWER						
SS	10	4" SEWER LATERAL	-2.00	EACH	\$1,975.00	(\$3,950.00)
SS	12	SEWER LIFT INFRASTRUCTURE IMPROVEMENTS **TO BE INVOICED AND PAID BY POCATELLO CITY**	1.00	LS	\$595,515.00	\$595,515.00
Total Price for above SANITARY SEWER Items:						\$591,565.00
STORM WATER						
SD	01	STREET CURB INLET	1.00	EACH	\$2,625.00	\$2,625.00
SD	02	48" CURB INLET	-1.00	EACH	\$3,250.00	(\$3,250.00)
SD	03	24" AREA INLET BOX	1.00	EACH	\$1,535.00	\$1,535.00
SD	04	MANHOLE	2.00	EACH	\$3,395.00	\$6,790.00
SD	06	12" N-12 ADS	-20.00	LF	\$35.00	(\$700.00)
SD	07	18" N-12 ADS	425.00	LF	\$42.00	\$17,850.00
Total Price for above STORM WATER Items:						\$24,850.00
STREET LIGHTS/ELEC./COMM.						
SL	04	STREET LIGHT CONDUIT	3,600.00	LF	\$3.40	\$12,240.00
Total Price for above STREET LIGHTS/ELEC./COMM. Items:						\$12,240.00

Total Bid Price: \$1,028,119.00

Notes:

- Contract DOES NOT include engineering, layout or testing unless otherwise stated.
- Contractor To Provide Performance And Payment Bond if required. Cost of P and P bonding not included in current contract price.
- Contract INCLUDES only the items as specified and described above.
- Contract is valued for Lump Sum execution. Specific scope additions or deductions to Lump Sum contract to be reviewed, valued, and agreed to on a case by case basis.
- Changes to contracted scope to be addressed as Change Order work. Work to be priced and agreed to prior to commencement.
- This form to be contractually binding once signed by both the Owner and JBP representatives.
- Contractor to file and manage Low Erosivity Waiver (LEW) for contract work specific to our scope. Jack B. Parson Companies will be responsible for storm water prevention for our portion of work only, unless other arrangements are made.
- Please review terms and conditions for Contract Payment. Upon signature of Contract, purchasers are bound to all terms and conditions of agreement. Original copy of Contract must be signed and on file prior to commencement of work.
- Project Completion Date: September 15, 2018. After which \$2,500.00/Day to be assessed.
- Contract priced per Plan Set dated 05/02/2018
- Addendum 1 (dated 05/11/2018) acknowledged.
- Owner is allowed to self-perform work items. Prior notice from Owner and consent from Contractor is required. Approved Change Order shall be implemented for documentation purposes.
- Contractor, whether through bond or another instrument acceptable to Owner, shall guarantee and provide warranty on the project and its components for the customary period of time required by the City and County, and as listed in their specifications, ordinances, etc.
- CHANGE ORDER 01: 11/14/2018

Payment Terms:

Net due in 30 days following date of invoice, including monthly payments equal to the evaluation of work performed in any preceding month. INTEREST at the rate of 1 1/2% per month will be charged on all past due accounts.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer:**Signature:****Date of Acceptance:**

11/28/2018

CONFIRMED:**JACK B. PARSON COMPANIES****Authorized Signature:****Estimator:** Nstinger

11/28/18

Line #	Item #	Item Description	Estimated Quantity	Unit	Total Price
SS	06	8" SDR 35 PIPE	675.00	LF	\$26,325.00
SS	07	12" SDR 35 PIPE	1,885.00	LF	\$86,710.00
SS	08	18" SDR 35 PIPE	725.00	LF	\$42,775.00
SS	09	24" STEEL CASING	65.00	LF	\$11,375.00
SS	10	4" SEWER LATERAL	1.00	EACH	\$1,975.00

Total Price for above SANITARY SEWER Items: \$244,310.00

STORM WATER

SD	01	STREET CURB INLET	14.00	EACH	\$36,750.00
SD	02	48" CURB INLET	2.00	EACH	\$6,500.00
SD	03	24" AREA INLET BOX	1.00	EACH	\$1,535.00
SD	04	MANHOLE	15.00	EACH	\$50,925.00
SD	05	DEEP MANHOLE	1.00	EACH	\$7,225.00
SD	06	12" N-12 ADS	485.00	LF	\$16,975.00
SD	07	18" N-12 ADS	1,280.00	LF	\$53,760.00
SD	08	24" N-12 ADS	1,625.00	LF	\$84,500.00
SD	09	36" N-12 ADS	250.00	LF	\$19,000.00
SD	10	24" RCP	255.00	LF	\$20,910.00
SD	11	HEADWALL	1.00	EACH	\$5,415.00
SD	12	24" ENERGY DISSIPATER	1.00	EACH	\$6,125.00
SD	13	36" ENERGY DISSIPATER	1.00	EACH	\$6,125.00

Total Price for above STORM WATER Items: \$315,745.00

Total Bid Price: \$3,842,073.00

Notes:

- Contract DOES NOT include engineering, layout or testing unless otherwise stated.
- Contractor To Provide Performance And Payment Bond if required. Cost of P and P bonding not included in current contract price.
- Contract INCLUDES only the items as specified and described above.
- Contract is valued for Lump Sum execution. Specific scope additions or deductions to Lump Sum contract to be reviewed, valued, and agreed to on a case by case basis.
- Changes to contracted scope to be addressed as Change Order work. Work to be priced and agreed to prior to commencement.
- This form to be contractually binding once signed by both the Owner and JBP representatives.
- Contractor to file and manage Low Erosivity Waiver (LEW) for contract work specific to our scope. Jack B. Parson Companies will be responsible for storm water prevention for our portion of work only, unless other arrangements are made.
- Please review terms and conditions for Contract Payment. Upon signature of Contract, purchasers are bound to all terms and conditions of agreement. Original copy of Contract must be signed and on file prior to commencement of work.
- Project Completion Date: September 15, 2018. After which \$2,500.00/Day to be assessed.
- Contract priced per Plan Set dated 05/02/2018
- Addendum 1 (dated 05/11/2018) acknowledged.
- Owner is allowed to self-perform work items. Prior notice from Owner and consent from Contractor is required. Approved Change Order shall be implemented for documentation purposes.
- Contractor, whether through bond or another instrument acceptable to Owner, shall guarantee and provide warranty on the project and its components for the customary period of time required by the City and County, and as listed in their specifications, ordinances, etc.

Payment Terms:

Net due in 30 days following date of invoice, including monthly payments equal to the evaluation of work performed in any preceding month. INTEREST at the rate of 1 1/2% per month will be charged on all past due accounts.



Jack B. Parson
COMPANIES
THE PREFERRED SOURCE

CONTRACT - NORTHGATE PRKWAY AND OLYMPUS RD EXTENSION
CONTRACT NUMBER - NG1 2018

ACCEPTED:

The above prices, specification and conditions are satisfactory and are hereby accepted.

Buyer: Town Center JV

Signature: [Signature]

Date of Acceptance: 5/18/2018

Buyer: Portneuf Development LLC

Signature: [Signature]

Date of Acceptance: 5/18/2018

Buyer: Millennial Development Partners

Signature: [Signature]

Date of Acceptance: 5/18/2018

CONFIRMED:

JACK B. PARSON COMPANIES

Authorized Signature: [Signature]

Estimator: Nstinger

Date of Acceptance: 5/18/18

Seal: