



## **SPECIAL CITY COUNCIL MEETING**

City Council Chambers, 160 South 3<sup>rd</sup> East  
Mountain Home, Idaho  
Tuesday, December 16, 2025, at 10:00 AM

Live Stream Viewing: Please check City Website

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### **CALL MEETING TO ORDER & ESTABLISH A QUORUM (10:00 AM)**

Councilwoman Garvey  Councilwoman Wirkkala

Councilman Brennan  Councilman Harjo  Mayor Sykes

### **CONFLICT OF INTEREST DECLARATION**

Has any Council Member received information pertaining to, or otherwise had, any contact with any person regarding any items on this City Council agenda? If so, please set forth the nature of the contact.

### **AGENDA ITEM**

- 1) **Action Item:** Deliberation/Decision regarding donation agreement with Pioneer, and authorize execution of document.
- 2) **Action Item:** Deliberation/Decision regarding Railroad Park project maximum price and authorize execution of document.
- 3) **Action Item:** Deliberation/Decision authorizing GUHO to proceed with project construction.
- 4) **Action Item:** Deliberation/Decision regarding the reallocation of Parks, Streets, Water, and Wastewater FY26 funds to Railroad Park project.

### **ADJOURN**

## **MOUNTAIN HOME RAILROAD PARK DONATION AND BRANDING AGREEMENT**

This Donation and Branding Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of December 2025, the (“Effective Date”) by and between the City of Mountain Home, an Idaho municipal corporation (“City”), and Pioneer Federal Credit Union (“Pioneer”), a federally chartered credit union, collectively the “Parties.”

### **RECITALS**

WHEREAS, the City owns and maintains certain public park property known as Railroad Park (“Park”);

WHEREAS, the City desires to improve, enhance, and maintain the Park for public use and enjoyment;

WHEREAS, Pioneer desires to contribute funds toward the creation and/or improvement of the Park and to receive public recognition for its contribution through branding and acknowledgment signage within the Park (the “Signage”); and

WHEREAS, the City finds that acceptance of such donation and providing recognition serves a public purpose by encouraging civic engagement and community improvement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### **1. DONATION**

#### **1.1 Amount and Purpose.**

Pioneer agrees to donate the sum of two million dollars (\$2,000,000.00) (“Donation”) to the City for the purpose of funding the Signage, including certain construction and/or improvement of the Park, as set forth in Exhibit A (the “Improvements”).

#### **1.2 Payment.**

The Donation shall be paid in full to the City no later than August 1, 2026, payable to City of Mountain Home, and deposited in the General Fund, line item dedicated to the Improvements.

#### **1.3 Use of Funds.**

The City shall use the Donation solely for the Improvements as described herein and shall retain full control and discretion over the City’s contribution to project design, construction, permitting, and ongoing maintenance while Pioneer shall maintain their branded Signage. The Parties agree that the Improvements, including the Signage, shall

start on \_\_\_\_\_ and be completed no later than

\_\_\_\_\_ (the “Project Completion date”).

## **2. RECOGNITION AND BRANDING**

### **2.1 Acknowledgment Signage.**

In recognition of Pioneer's contribution, the City agrees to allow Pioneer to install or fund certain Signage as identified in Exhibit A, attached hereto and incorporated herein as if stated in full at appropriate locations within the Park, subject to the Parties' joint written approval.

Some basic potential examples subject to final approval by the Parties include:

#### **2.1.a**

Naming the newly constructed Depot the "Pioneer Depot" and the rights to name any other new facilities that are added within Railroad Park. The name of the Park is to remain "Railroad Park."

#### **2.1.b**

Incorporating the "Pioneer Blue" color into approved elements of the Park as designed and approved by the City of Mountain Home.

#### **2.1.c**

Incorporating the "Pioneer Blue" color for non-concrete seating benches, for umbrella, sail, or canopy fabrics.

#### **2.1.d**

Placement of the "P Star" logos on the Depot building (front and rear).

#### **2.1.e**

Stamped "P Star" logos in the concrete areas, playground features, splash pad, and concrete seating areas.

#### **2.1.f**

Incorporation of Pioneer's name and logo along the back fence areas in coordination with local artists' renderings.

#### **2.1.g**

Adjusting the "Mountain Home" sign within the Park to a blue tone, as approved by the City.

### **2.2 Design Approval.**

All design concepts and said improvements must be reviewed and approved in writing by the Parties prior to installation. The Signage may include Pioneer's name and logos, but shall not include third-party slogans, product promotions, or advertising language. All goodwill arising from the City's use of the Signage shall inure to the benefit of Pioneer.

### **2.3 Term of Display. (25 year-limit)**

All branding, naming rights, signage, color applications, logos, and any “Pioneer” recognition elements installed under this Agreement shall remain in place for a period of twenty-five (25) years (the “Term”), commencing on the official Project Completion date, as certified in writing by the City.

Upon expiration of the Term, Pioneer will be given the right of first refusal to retain all branding rights granted herein.

### **2.4 Exclusivity.**

The City agrees that during the Term, Pioneer shall be the only financial institution permitted to have any branding presence, recognition, logo placement, signage, promotional materials, or other representation in connection with the Park. This applies to all Railroad Park facilities, printed or digital media, events, or any other capacity both online and otherwise. No other financial institution, including but not limited to banks, credit unions, savings and loan associations, or other providers of financial services, shall be allowed such branding presence or recognition during the Term.

### **2.5 Maintenance.**

Pioneer shall use commercially reasonable efforts to maintain the Signage in good condition consistent with City standards and Pioneer brand standards.

## **3. CITY RESPONSIBILITIES**

The City shall:

- Manage all design, permitting, and installation work;
- Publicly acknowledge Pioneer’s contribution in any press releases, website content, or dedication ceremonies related to the Park improvements, as appropriate.
- Use the Signage only in accordance with this Agreement and in a manner that shall not disparage Pioneer or its brands, and which shall preserve Pioneer’s reputation as a high-quality financial services institution.

## **4. NO ENDORSEMENT**

The City’s acknowledgment of Pioneer’s contribution does not constitute an endorsement or sponsorship of Pioneer’s products or services. All recognition shall comply with applicable municipal ordinances, policies, and public signage regulations.

## **5. TERM AND TERMINATION**

This Agreement shall remain in effect for the Term unless terminated earlier by mutual written agreement.

## **6. MISCELLANEOUS**

### **6.1 Entire Agreement.**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior discussions or agreements.

### **6.2 Amendments.**

Any amendment must be in writing and signed by both Parties. Both parties must agree to Exhibit A – Park Design and any changes made to Exhibit A – Park Design must be provided and signed by both Parties.

### **6.3 Governing Law; Fees.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. In any action arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.

### **6.4 Notices.**

All notices under this Agreement shall be in writing and delivered to:

City:

City of Mountain Home Attention: Office of City Clerk  
P.O. Box 10  
Mountain Home, ID 83647

Pioneer:

Pioneer Federal Credit Union  
Attention: CEO  
250 W 3<sup>rd</sup> S  
Mountain Home, ID 83647

### **6.5 Counterparts.**

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

## **7. INDEMNITY.**

The City shall indemnify and hold Pioneer harmless from all claims, judgments, and demands of any persons or parties whatsoever, on account of injuries or occurrences in, on, or about the city Park. City shall, to the extent permitted by Idaho law, indemnify and defend Pioneer from and against all claims and liability to which Pioneer is exposed as a result of City's acts or omissions hereunder.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the Effective Date.

**(Signature Page to follow)**

CITY OF MOUNTAIN HOME, IDAHO  
A Municipal Corporation

(SEAL)

By \_\_\_\_\_  
Rich Sykes, Mayor

ATTEST:

By \_\_\_\_\_  
Tiffany Belt, City Clerk

PIONEER FEDERAL CREDIT UNION

By \_\_\_\_\_

STATE OF IDAHO, )  
    ) ss.  
COUNTY OF ELMORE)

On this \_\_\_\_\_ day of December 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Mayor, Rich Sykes, and City Clerk, Tiffany Belt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

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Notary Public for Idaho,

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

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

### **Additional Addendum to incorporate in Exhibit A- Park Design**

Park Design document must have an identifier so both parties have proof of the final agreed upon design so Pioneer can clearly see their branding opportunities.

Pioneer would like the following added back into the park design (Depot):



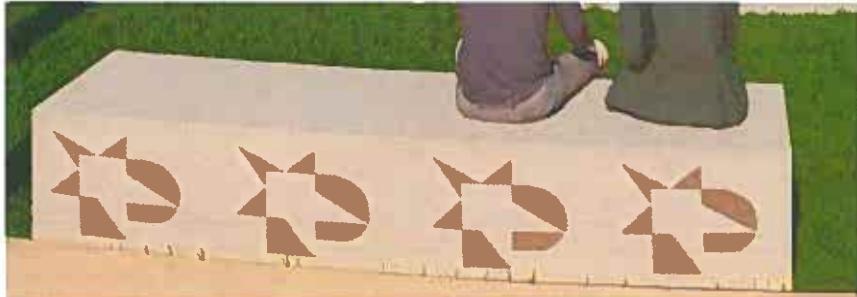
“P Star” added back around the Depot



“P Star” added back into the water/splash pads



Pioneer’s P Star or Pioneer’s P Star with Pioneer on the concrete seating blocks.



\* Note City Admin has \$41,800 allocated to Facility review (01-415-99-00) that was denied; those funds could be allocated to this project.

## FY2026 Project expenditure lines (City Hall)

This amount will be disbursed in the salary line and Fuel line in the following departments.

02-431-10-00 & 02-431-33-00

25-434-10-00 & 25-434-33-00

26-A35-10-00 & 26-A35-33-00

01 138-10-00 & 01-138-33-00

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Account Number	Account Title	2025-26 Future year Budget
<b>PARKS DEPARTMENT</b>		
01-438-10-00	Salaries - Parks Dept	446,680 00
01-438-10-10	Seasonal/Hourly	50,000 00
01-438-20-00	Fringe - City Portion	224,199.00
01-438-32-00	Drug Testing	750 00
01-438-33-00	Gas & Oil	43,000 00
01-438-34-00	Telephone/Internet	8,250 00
01-438-35-00	Utilities	22,000 00
01-438-36-00	Repairs & Maint - Equipment	25,000 00
01-438-36-10	Copier Lease	2,500 00
01-438-37-00	Repairs & Maint - Trucks	4,000 00
01-438-38-00	Portable Service Contract	35,000.00
01-438-40-00	Repairs & Maint - Bldgs & Grnd	130,000 00
01-438-40-10	Repairs & Maint - Playgrounds	17,500 00
01-438-40-15	Tree replacement and Care	12,000 00
01-438-40-20	Contributions - Non-Specific	10,000 00
01-438-41-00	Professional Services	6,500 00
01-438-43-00	Computer Maint/Software	3,000 00
01-438-52-00	Supplies	3,000 00
01-438-53-00	Uniform/Safety Clothing Items	5,000 00
01-438-55-00	Publications/Advertising	2,500 00
01-438-56-00	Meetings, Schools & Dues	3,000 00
01-438-70-00	Weed Killer & Fertilizer	45,000 00
01-438-72-00	Tools & Supplies	6,000 00
01-438-85-00	Miscellaneous	500 00
01-438-85-50	Co-Op with outside agency	00
01-438-89-00	Safety Equipment	750 00
01-438-93-10	Interest Expense	00
01-438-93-20	Principal Payments	00
01-438-95-00	Grant-CHIF/IWS	00
01-438-99-00	Capital Outlay - Over \$5000	476,500 00
01-438-99-10	Equip-Inventory \$500 to \$5000	5,000 00
01-438-99-15	Grant-Skatepark	00
01-438-99-16	Grant match-Skatepark	00
01-438-99-17	Grant-Blue Cross Community	00
01-438-99-19	Grant-Misc	00
01-438-99-20	Lease/Purchase equipment	9,644 00
01-438-99-21	Grant-Tony Hawk Foundation	00
01-438-99-30	Debt Fees	00
01-438-99-98	Expense Depreciation	00
01-438-99-99	Asset Disposition	00
<b>Total PARKS DEPARTMENT</b>		<b>1,597,273 00</b>
<b>Net Total GENERAL FUND:</b>		<b>23,923.205 00</b>