GIFT AGREEMENT
LEGACY PLAYGROUND AT WESTSIDE PARK

This Gift Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between Delia Armstrong ("Donor") and the City of Dyersville, Iowa, a municipal corporation ("City"). The Donor and the City are each a "Party" and, together, the "Parties."

Recitals

WHEREAS, the City of Dyersville, Iowa, owns and operates Westside Park, a public park in Dyersville, Iowa; and,

WHEREAS, the City wishes to build a new inclusive, interactive playground within Westside Park, which, for purposes of this Agreement, is called the "Legacy Playground"; and,

WHEREAS, the Donor wishes to support the Legacy Playground by making a financial gift of Two Hundred Fifty Thousand Dollars ($250,000); and,

WHEREAS, the estimated total cost of the Legacy Playground project is approximately $750,000, a planning estimate used for discussion that may change as the design is finalized; and,

WHEREAS, the Parties wish to set forth the terms of the Donor's gift and the City's commitments in return; and,

NOW, THEREFORE, in consideration of the mutual promises set out in this Agreement, the Parties agree as follows:

The recitals set out above are true and correct and are incorporated into and made a part of this Agreement as if fully restated in the body of this Agreement.

1. The Gift

The Donor agrees to give the City the sum of Two Hundred Fifty Thousand Dollars ($250,000) (the "Gift"). The Donor shall pay the full Gift in a single lump sum on or before December 31, 2026.

2. Restricted Use of the Gift

The Gift is a restricted gift. The City shall use the Gift solely for the Legacy Playground project described in this Agreement and shall not use it for any other purpose.

Upon receipt of the Gift, the City shall hold it as restricted funds within the City's General Fund. The Gift will be accounted for as a restricted fund balance within the General Fund. The City shall track the Gift separately within the General Fund so that the funds can be clearly identified, tracked, and reviewed. The City shall hold the Gift in this manner until the funds are spent on the Legacy Playground project or until they are handled under Section 7 of this Agreement.

3. The Legacy Playground Project

The Legacy Playground will be an inclusive, interactive playground within Westside Park. “Inclusive” means the playground is designed so children of differing physical, sensory, cognitive, and social abilities can use and enjoy it together consistent with the principles of universal design.

The Legacy Playground project includes the entire playground facility — including the play structures, playground surface, safety surfacing, site preparation, design, permitting, and installation — as well as the donor recognition board described in Section 4. The Gift may be applied to any part of this project.

The City will have absolute discretion to determine the Legacy Playground's design and size to meet the community's needs. The City Council must approve the final design before the City orders any playground materials or equipment.

A conceptual drawing of the Legacy Playground is attached as Exhibit A. The drawing illustrates the general concept of the playground so the Donor understands what the Gift will help create. The drawing is for illustration purposes only and is not the final design. It may change at the City’s discretion.

4. Donor Recognition Board

In return for the Gift, the City will provide a donor recognition board (the “Donor Board”) at the Legacy Playground.

The Donor will prepare and approve the content of the Donor Board. The Donor may use the Donor Board to recognize the Donor and the Donor’s family members who have contributed to the project. The City’s role in the content shall be to review to confirm the content is appropriate for a public park setting and is not unlawful or offensive. The City agrees that it will not unreasonably withhold its approval.

The Donor Board will be a permanent, weather-resistant sign. The City will set the size, materials, and exact placement of the Donor Board as part of the design process. The City will place the Donor Board adjacent to or within the Legacy Playground area.

The cost to design, build, and install the Donor Board is part of the Legacy Playground project and may be paid from the Gift.

The City will maintain the Donor Board for the useful life of the Legacy Playground. If the Legacy Playground is ever removed, replaced, or substantially rebuilt, the City will make a good-faith effort to preserve the Donor Board or to provide comparable donor recognition in its place.

5. Naming

For purpose of this Agreement, the playground is referred to as the “Legacy Playground.” The City does not commit to permanently naming the playground. Any formal or permanent naming of the playground is left to a future City Council to be determined once the project has been completed. The official naming of the playground will be done by a separate resolution.

6. City Commitment to Complete the Project

The City commits to fund and substantially complete the Legacy Playground project on or before June 30, 2030. The City will use its best efforts to secure the remaining funds needed for the project through grants, additional donations, and City budget appropriations.

"Substantially complete" means the Legacy Playground is open and available for public use, although minor punch-list items remain to be finished.

If the City is delayed in completing the Legacy Playground project by causes beyond its reasonable control — such as a natural disaster, severe weather, pandemic, war, labor dispute, or the inability to obtain materials — the delay will extend the June 30, 2030, completion date. The City will give the Donor written notice of the delay and its expected effect on the schedule. This Section does not excuse the City from completing the project; it only extends the time to do so for the period of the delay.

7. Disposition of the Gift if the Project Is Not Completed

If the Legacy Playground project is not substantially completed by June 30, 2030, or before the end of any extension as provided in Section 6 of this Agreement, or if the City formally decides not to move forward with the project, the City will redirect the Gift to a substantially similar public park or playground located at Westside Park. The Donor expressly agrees that this honors the Donor's intent to support inclusive, public recreation.

The Gift will be returned to the Donor only in the event that the City **through action by the City Council** formally abandons the Legacy Playground project and cannot identify a comparable public park or playground purpose for the funds within one (1) year after such abandonment.

8. The Restroom Facility

The Parties understand that a public restroom facility will be needed near the Legacy Playground to serve park users. The City commits to providing a public restroom facility adjacent to the Legacy Playground.

The restroom facility is a separate City project. It is not part of the Legacy Playground project, and the Gift will not be used to pay for the restroom facility. The City will fund the restroom facility from other funding sources.

9. Design Review and Donor Input

The City will have the absolute discretion to determine the design of the Legacy Playground. After the City completes a preliminary design beyond the conceptual drawing, the City will share that preliminary design with the Donor solely for the Donor's information.

The Donor may offer comments or input on the preliminary design in the same way and to the same extent as any other member of the public. The Donor does not have the right to approve, reject, or control the final design. The City retains full authority over the design, and the City Council must approve the final design before any materials or equipment are ordered.

10. Ownership and Maintenance

The Legacy Playground and the Donor Board are public infrastructure. The City of Dyersville will own the Legacy Playground and the Donor Board and will be responsible for their maintenance.

11. Tax Acknowledgment

The City of Dyersville is a governmental unit. Upon receipt of the Gift, the City will provide the Donor with a written acknowledgment confirming receipt of the Gift and the restriction on its use. The City will issue this written acknowledgment to the Donor upon receipt of the funds.

The Donor understands that, in return for the Gift, the Donor receives the Donor Board as recognition. The Donor is responsible for determining the value, if any, of that recognition for tax purposes. The City Agrees to Cooperate with Donor and to provide such additional information as maybe reasonably required by Donor as evidence for tax deductibility of the Gift.

The City makes no representation or warranty about whether the Gift is tax-deductible or about any other tax treatment of the Gift. The Donor should consult the Donor's own tax advisor regarding the deductibility of the Gift under the Internal Revenue Code.

12. Notices

Any notice, request, proposed amendment, or other formal communication under this Agreement must be in writing.

Notices to the City shall be sent to:

City Administrator
City of Dyersville
340 1st Avenue East
Dyersville, Iowa 52040.

Notices to the Donor shall be sent to: Delia Armstrong, at the following address:

Delia Armstrong
2000 E 12th Avenue, Unit 10
Denver, Colorado 80206.

A notice is effective when delivered in person or five (5) business days after mailing by first-class mail, postage prepaid to the address listed above or as provided by written notice as described in this Section. Either Party may change its address for notice by giving written notice of the new address to the other Party.

13. General Provisions

Entire Agreement. This Agreement is the entire agreement between the Parties about the Gift and the Legacy Playground. It replaces any earlier discussions or understandings.

Amendment. This Agreement may be changed only by a written document signed by both Parties.

Severability. If any part of this Agreement is found to be invalid or unenforceable by a court, the rest of the Agreement will remain in full force and effect.

Binding Effect. This Agreement is binding upon and benefits the Parties and their respective heirs, successors, personal representatives, and assigns.

Governing Law. The laws of the State of Iowa govern this Agreement.

Venue. Any legal action arising from or relating to this Agreement shall be brought in the Iowa District Court for Dubuque County.

No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only. No other person, including any family member recognized on the Donor Board, is a party to this Agreement or has any right to enforce it, other than a lawful agent or attorney-in-fact, executor, or trustee acting on Donor's behalf.

Public Record. The Donor understands that this Agreement is a public record under Iowa Code Chapter 22. The Donor's name and the terms of this Agreement may be released to the public as required by law.

Counterparts. This Agreement may be signed in counterparts. Each counterpart is an original, and all counterparts together form one agreement. Facsimile or electronic signatures shall be deemed to be signatures for all purposes under Iowa Law.

Signatures

The Parties have signed this Agreement on the dates set forth below.

CITY OF DYERSVILLE, IOWA

_____

Jeff Jacque, Mayor

Date: _____

ATTEST:

_____

Tricia L. Maiers, City Clerk

DONOR

_____

Delia Armstrong

Date: _____

EXHIBIT A

Conceptual Design — Legacy Playground

AREA: 8310 SQUARE FEET
PERIMETER: 344 LINEAR FEET

PLEASE NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS PLAYGROUND LAYOUT IS TO BE PLACED. UNLESS OTHERWISE NOTED THE PLAY AREA IS ASSUMED TO BE LEVEL.

SERIES Nucleus | Burke Basics

SITE PLAN VIEW

GROUP:
5-12 Structure|2-5 Structure|Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

Westside Park Playground
Dyersville, IA 52040

04/14/2026

Burke
PLAY THAT MOVES YOU

BCI Burke Company
974-215902-1
Designer: Brandy Janke

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

OVERALL BOUNDING OF USE ZONES
Area: 9355.4 sq.ft.
Perimeter: 392.4 ft.
STRUCTURE SIZE: 87' 9"x114' 6"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
70	40 / 20	21 / 10	13 / 10	30 / 13	10 / 5

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

PROPOSAL #: 974-215902-1
WESTSIDE PARK PLAYGROUND
Burke
PLAY THAT MOVES YOU
BCIBURKE.COM • 800.266.1250
COLOR KEY
BROWN
LIME
OLIVE
TAN
OCEAN
YELLOW
GRAY
SILVER
BROWN/TAN
LIME/BLACK
OLIVE/BLACK
OCEAN/BLACK
GRAY/BLACK