



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: February 4, 2026

SUBJECT: Village Square Park - Proposal to Provide Design and Construction Engineering Services and Donor Agreement

DESCRIPTION:

Refreshing the Village Square Courts is a priority for the current fiscal year.

A donor has come forward and offered to pay \$100,000 toward a court refresh project. In early 2025, City Council reviewed conceptual designs and approved applying for a \$150,000 Department of Natural Resources (DNR) Recreation Passport Grant, including a \$10,000 City match, to support the project. The DNR has since notified the City, via the attached letter, that our application was approved for the full requested funding. A formal grant agreement is forthcoming.

The donor's representative has confirmed the donor still wishes to donate 100K. A draft donor agreement is attached.

Fleis and VandenBrink has prepared the attached proposal to provide design and construction engineering services for the project.

As a reminder, the project includes the following:

- Resurfacing the full basketball court, expansion to standard dimensions, and side concrete extension.
- Removal of the existing half basketball court and replacing with green space.
- Adding benches to both courts.
- New sidewalk connections to make the courts universally accessible.
- Improving the landscaping with rain gardens.
- Adding a wall mounted fountain for drinking and bottle filling.

Attached is an updated concept incorporating the following changes based on feedback we have received:

- The existing tennis court replaced with two pickleball courts and fencing.
- The basketball court color palette reflects more subtle colors (green and a crimson accent), both with toned down hues to match the existing play structures and also avoid visual clash.
- A basketball hoop option with commercial durability.

Staff seeks City Council feedback on these changes.

BUDGET ACTION REQUIRED:

None at this time. Sufficient dollars were budgeted to begin design engineering. A budget amendment will be upcoming to reflect the grant as revenue and fuller project scope as expenses.

LEGAL REVIEW:

The City Attorney prepared the donor agreement and will be at your meeting if you have any questions.

SAMPLE MOTION:

Motion to approve:

1. The updated Village Square concept;
2. The Fleis and VandenBrink Proposal to provide Design and Construction Engineering Services for Village Square Park Improvements Project;
3. The donation agreement with Joyful Generosity Fund; and
4. Authorization for the City Manager to apply for all required Historic District Commission approvals.

WALL-MOUNT DRINKING FOUNTAIN OPTIONS



PLANTING PALETTE



MICHIGAN HOLLY HEDGE (NATIVE)



HAMELN GRASS



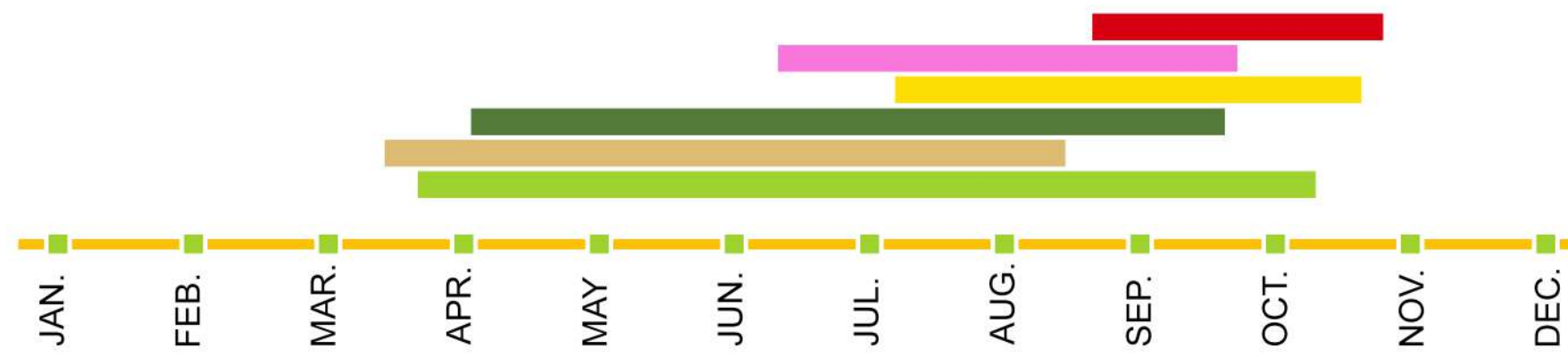
CONEFLOWER



RUDBECKIA



VERSACOURT TILES
(ALTERNATIVE FOR BASKETBALL COURT)



SEASONAL INTEREST CHART

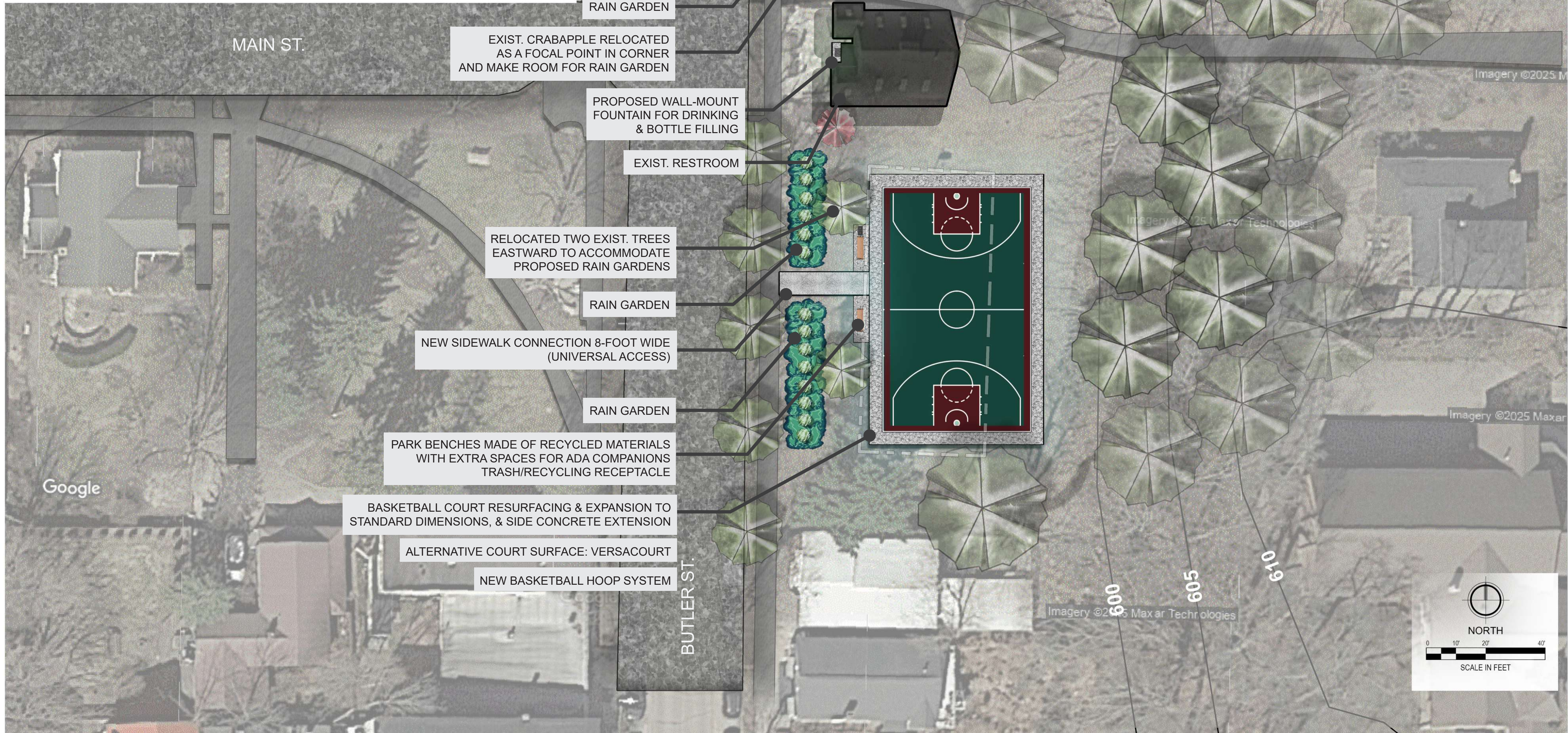
BASEKTBALL HOOP OPTION

COMMERCIAL DURABILITY
ADJUSTABLE HEIGHT + RIM HEIGHT GAUGE
UNBREAKABLE POLYCARBON BACKBOARD
72-INCH BACKBOARD + 56-INCH SAFETY AREA
DIRECT GOAL MOUNT & HANGING TOLERANCE
6"x6" MAIN POLE SYSTEM + OPTIONAL PAD



LEGEND

- PROPOSED SPORT COURT RESURFACING & EXPANSION TO STANDARD SIZE
- PROPOSED SPORT COURT STANDARD FENCE
- PROPOSED SPORT COURT PERIPHERAL EXTENSION
- PROPOSED SIDEWALK CONCRETE
- PROPOSED BENCH & RECEPTACLE, TYP.
- PROPOSED RAIN GARDEN W/ MICHIGAN HOLLY HEDGE
- PROPOSED WALL-MOUNT DRINKING FOUNTAIN
- PROPOSED PARKING LOT STRIPING + ADA SPOTS & SIGNS
- EXISTING SIDEWALK CONCRETE
- EXISTING HMA
- EXISTING RESTROOM
- EXISTING CANOPY TREE
- EXISTING ORNAMENTAL TREE
- EXISTING COURTS FOOTPRINT



Ryan Cummins

From: noreply-migrants@michigan.gov
Sent: Tuesday, December 9, 2025 1:50 PM
To: Ryan Cummins
Subject: Application Outcome for RP25-0073 - Village Square Park Improvements

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

City of Saugatuck,
RP25-0073
Village Square Park Improvements

Congratulations! On behalf of Department of Natural Resources (DNR) Director Scott Bowen, this letter is to inform you that the application noted above was among those approved to receive a Recreation Passport (RP) local development grant in the amount of \$150,000.00.

A formal grant offer will be made in the form of a project agreement (PA). Until then, the following steps can be done before you enter into a PA with the DNR Grants Management Section. **If for any reason your PA is not approved or fully executed, your community will be liable for any expenses incurred.**

1. Begin preparing your legal description and boundary map
2. Finalize any easements or other land rights if all or a portion of the project area is not owned by your community
3. Retain the services (internal staff or consultant) of a prime professional
4. Make sure local matching funds are in place
5. Beginning in January, you may incur costs associated with the preparation of plans, specification, and bid documents for your project

Please refer to the project procedures booklet throughout the grant administration process. Even if you have received a RP grant in recent years, you should read this booklet carefully since it provides updated information on project procedures. Review the "Develop Project Procedures" booklet available on our website: www.Michigan.gov/DNR-Grants. Under "Recreation" click on "Recreation Passport Grant Program". Under "Forms and Information for Grantees" click on the development project procedures booklet.

If you have any questions regarding your project or the RP program, please contact your grant coordinator.

Sincerely,
Grants Management

DONATION AGREEMENT

This Donation Agreement (“Agreement”) is entered into this ____ day of _____, 2026, by and between the City of Saugatuck, a Michigan Home Rule City (“City”), and the Joyful Generosity Fund, a Michigan Nonprofit Corporation (“Donor”).

RECITALS

WHEREAS, Donor has expressed interest in contributing funds to the City to be put towards the improvement of the City’s Village Square Park;

WHEREAS, Michigan law authorizes municipalities, like the City, to receive and enjoy gifts and donations for public parks and other public purposes (MCL 123.905);

WHEREAS, the City desires to accept the charitable contribution from Donor;

WHEREAS, the City has also applied for and received approval for a Recreation Passport grant from the Michigan Department of Natural Resources for improvements to the Village Square Park (“Grant Funds”);

WHEREAS, this Agreement is intended to govern the contribution and use of donated funds from Donor to be used along with Grant Funds to finance improvements to the City’s Village Square Park as set forth in greater detail below;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

1. **Donation.** Within thirty (30) days following the execution of this Agreement, Donor shall make a donation to the City of Saugatuck of One Hundred Thousand Dollars and 0/100 (\$100,000.00), payable by check, cash, or wire transfer, subject to the conditions set forth herein (the “Donation”).
2. **Use of Donated Funds.**
 - a. The Donation shall be used by the City only for the improvement of the Village Square Park as set forth in the conceptual plan attached as **Exhibit A** (the “Permitted Purpose”), which shall include the following work: a) Basketball court resurfacing, expansion to standard dimensions, and side concrete extension; b) Tennis court resurfacing, expansion to standard dimensions, pickleball striping, side concrete extension, and adding a new safety fence; and c) Adding benches to both courts. The parties acknowledge and agree that the conceptual plan attached hereto is a concept only, and that non-material deviations from this plan are both acceptable and anticipated.

- b. Except for the requirement that the Donation be used only for the Permitted Purpose as set forth herein, Donor acknowledges and agrees that the City's use of the Donation is subject to no other restrictions or conditions, and that Donor does not expect and has not been promised anything else in return from the City.
 - c. Donor acknowledges that the Donation shall be applied to the Permitted Purpose in conjunction with Grant Funds and the City's own funds, and that the City makes no representation or warranty that any particular improvements encompassed by the Permitted Purpose will be paid for by any particular funds.
 - d. If the Donation is not applied to the Permitted Purpose within three (3) years of the effective date of this Agreement, Donor may, in writing, request return of the Donation, and the City shall comply with such request no later than thirty (30) days after receiving notice of the same.
3. **Notices.** All notices, requires, demands, and other communications under this Agreement shall be in writing and shall be addressed as follows:

To the City: Ryan Cummins, City Manager
 City of Saugatuck
 102 Butler St,
 Saugatuck, MI 49453

To Donor: _____

4. **Miscellaneous.**

- a. Each signatory to this Agreement represents that they have the authority to enter into this Agreement and to bind their respective party.
- b. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

- c. No person shall be deemed to be a third-party beneficiary of this Agreement.
- d. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK

By _____
Holly Anderson
Mayor

And by _____
Jamie Wolters
City Clerk

JOYFUL GENEROSITY FUND

By _____
Its _____