



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: April 13, 2026

SUBJECT: Village Square Park Donation Agreement

DESCRIPTION:

City Council previously approved a donor agreement related to improvements at Village Square Park, including a \$100,000 contribution toward the project.

The donor has since requested a change to the agreement. Specifically, the donor has indicated that the contribution will now be made through The Kirk and Julie Cousins Foundation, and the agreement has been revised to reflect this change.

This update is administrative in nature and does not change the amount or intent of the donation.

A copy of a recent press release announcing the donor is also attached.

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

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

SAMPLE MOTION:

Motion to approve the Donation Agreement for Village Square Park.

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 Kirk and Julie Cousins Foundation, 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

**THE KIRK AND JULIE COUSINS
FOUNDATION**

By _____
Its _____



FOR IMMEDIATE RELEASE

City of Saugatuck Announces Donor for Village Square Park Improvements

The City of Saugatuck is pleased to announce The Kirk and Julie Cousins Foundation as the \$100,000 donor for planned improvements to Village Square Park, a long-anticipated project that will enhance recreational opportunities and accessibility for residents and visitors alike.

City Council recently approved design and construction engineering services for the project, which is also supported by a \$150,000 Michigan Department of Natural Resources (DNR) Recreation Passport Grant and a \$10,000 City match. Together, these investments will fund a comprehensive set of park upgrades.

Planned improvements will modernize and enhance Village Square Park's recreational amenities, including resurfacing and expanding the basketball court to standard dimensions, upgrading the existing tennis/pickleball court combination with improved striping and adjustable netting, and adding a new shuffleboard court and additional seating. The project also incorporates universal accessibility features, improved walkways, stormwater management elements such as rain gardens, and broader site enhancements to better serve the community.

"The generosity of The Kirk and Julie Cousins Foundation is turning our hopes for Village Square into reality," said Mayor Holly Anderson. "We are incredibly grateful for their investment in our community. Their support, combined with the State's Recreation Passport Grant, allows us to create a more inclusive, accessible, and vibrant public space for everyone to enjoy."

Construction is anticipated to begin either in fall 2026 or spring 2027.

The City of Saugatuck extends its sincere appreciation to The Kirk and Julie Cousins Foundation for their leadership and generosity in helping bring this long-envisioned project to life.

For more information, please contact:

Ryan Cummins – City Manager

Phone: (231) 750-2026

Email: rcummins@saugatuckcity.com