

## MEMORANDUM



**To:** City Council

**From:** Rich LaBombard  
City Manager

**Date:** October 17, 2022

**Subject:** Resolution 36-2022  
1<sup>st</sup> Root Beer Barrel Agreement Amendment

At the June 6, 2022, City Council meeting, the City Manager brought an item to City Council to seek direction on how to proceed with the current agreement for the Root Beer Barrel. Based on the discussion item, City Council created an ad hoc committee to review options available to the City Council for the Root Beer Barrel operation agreement. The City Council formed a committee of Councilpersons Miller, VanLoon, and Naumann to meet and develop a list of options for City Council to consider. On July 18, 2022 Council met to discuss those options and decided to move forward with a one year extension while recuperating most of the City's cost at \$5,000.

**Sample Motion: I recommend City Council approve Resolution 36-2022 1<sup>st</sup> Amendment to Contract for the Root Beer Barrel and extend the contract for one (1) year at \$5,000.**

**CITY OF THE VILLAGE OF DOUGLAS  
COUNTY OF ALLEGAN  
STATE OF MICHIGAN**

**RESOLUTION NO. 36-2022**

**RESOLUTION APPROVING 1<sup>st</sup> AMENDMENT TO CONTRACT  
FOR THE ROOT BEER BARREL**

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At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 17th day of October 2022, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**RESOLUTION**

**WHEREAS**, the City of the Village of Douglas (“Douglas”) did enter into an agreement beginning in 2022 with Michael White, for use of the Root Beer Barrel facility for concessions;

**WHEREAS**, the Council of Douglas finds the operations of Michael White’s concessions add to the overall attraction of the City as a premier tourist and water destination;

**WHEREAS**, the Council of Douglas finds that it is in the best interest of Douglas to approve the Amended Agreement by and between the City of the Village of Douglas and Michael White for the 2023 season.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the Agreement by and between the City of the Village of Douglas and Michael White,  
is approved and terms and conditions of the Amended Agreement shall constitute a  
contract between the parties commencing January 1, 2023 through and including  
December 31, 2023.
2. That Michael White shall pay a non-refundable fee of \$5,000 for the use of the Root Beer  
Barrel payable in two installments; \$2,500 by May 1 and \$2,500 by July 15, 2023.
3. That the Mayor and City Clerk are authorized to sign the Amended Agreement on behalf of  
Douglas.
4. That any resolutions in conflict with the Resolution are deemed rescinded and revoked by  
the adoption of this Resolution.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this 17th day of October, 2022.

**CITY OF THE VILLAGE OF DOUGLAS**

BY: \_\_\_\_\_  
Jerome Donovan, Mayor

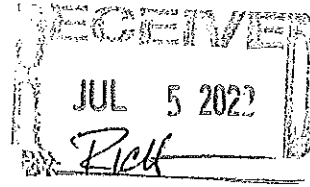
BY: \_\_\_\_\_  
Pamela Aalderink, City Clerk

### **CERTIFICATION**

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held October 17, 2022, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**CITY OF THE VILLAGE OF DOUGLAS**

BY: \_\_\_\_\_  
Pamela Aalderink, City Clerk



It is my understanding from the commercial record article that the city manager's June 13<sup>th</sup> weekly managers report states a committee had met and would present results to full council in July on options for the Root Beer Barrel property. When I signed my lease I had faith that if both parties were satisfied the two-year extension would be granted. In my lease it states what rent would be for the 2023 and 2024 seasons. While the city set the price in the lease for every year there was a small increase. The lease states what rent would be for 2023 and 2024. I do agree it is low and the city does need more money for the property. I am offering for 2023 and 2024 to pay \$1000 a month. The season being May June July August and September for a total of \$5000 for the season. I believe this is quite a substantial jump from the amount the city stated in my original lease and should satisfy both myself and the city council. If the Council accepts my new offer I would like the full 2 years in a new lease. I have given much thought to this and I feel this a fair amount to both parties and after my 5-year lease is up if city feels need to open bid on it then so be it. Thank you for your time and consideration and if any questions, comments and/or concerns feel free to contact me. I am keeping, my head held up high and going to have a great season this year and do the best job I can. If this is my last year, I thank the City for a fun wonderful time and I wouldn't have traded it for the world. I hope we can continue our relationship as I do believe I and have been an asset to the city.

Thank you Michael white



## CITY OF DOUGLAS

### 1<sup>st</sup> AMENDMENT TO CONTRACT FOR THE ROOT BEER BARREL

This 1st Amendment to the City of Douglas Contract for use of the Root Beer Barrel ("Contract"), is made as of October 17th, 2022, between the City of Douglas, a Michigan Municipal Corporation, whose address is 86 W. Center St., Douglas, MI 49406 (hereinafter referred to as "City"), and Michael White, whose address is 2527 Pine St. Lot 15, Fennville, MI 49408 (hereinafter referred to as "Contractor").

#### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Contract between the City and the Contractor, dated May 8, 2020, this contract is hereby amended as follows:

1. Article II. Contract Price and Payment shall be amended to read as follows:

Subject to the terms and conditions of this Contract, the Contractor agrees to pay the City \$750 for the season of 2020, \$800 for the season of 2021, \$850 for the season of 2022, payable in two (2) installments - one half (1/2) on May 1 and one half (1/2) on July 15 of each year. If extensions are awarded, payment of \$5,000 will be due for the season of 2023. Such payment is in exchange for, and consideration of the satisfactory performance and completion of the work, terms, and conditions, required under and pursuant to this Contract.

All other provisions of the Contract shall remain in full force and effect, except as expressly modified by this 1st Amendment.

#### CONTRACTOR

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**Signature**

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**Date**

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**Printed Name & Title**

**CITY OF DOUGLAS**

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**Signature**

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**Date**

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**Printed Name & Title**

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**Signature**

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**Date**

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**Printed Name & Title**