

**BILL NO.:** 4698

**ORDINANCE NO.:** \_\_\_\_\_

**Introduced by: Council Present**

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT WITH ED ERSHEN ALLOWING THE SALE OF FISHING POLES AT MATHISON LAKE PARK**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute the attached agreement with Ed Ershen allowing the sale of fishing poles at Mathison Community Lake Park.

**Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage.

1st Reading, this 01<sup>st</sup> day of April 2019

2nd Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2019

3rd Reading, PASSED and APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Theodore Hoskins, Mayor

ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved As To Form:  
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Vacant	Aye ___	Nay ___	Absent ___	Abstain ___

# AGREEMENT

**THIS AGREEMENT** made this 01<sup>st</sup> day of April 2019, by and between the **CITY OF BERKELEY** (a municipal corporation organized and existing under the laws of the State of Missouri), herein after called the "City" and Ed Ershen (an individual) hereinafter called the "Peddler" in the City of Berkeley, Missouri.

**WITNESSETH:** that the Peddler and the City of Berkeley, Missouri, for the considerations stated herein agree as follows:

**STATEMENT OF AGREEMENT:** To display and sell fishing pools at Mathison Lake.

The peddler agrees to the following:

- Obtain and maintain liability insurance for the duration of this agreement and at all times when at the lake.
- Not to engage lake employees to sell, advertise or hawk fishing poles.
- Make his own sales.
- Pay own sales tax.
- Remove all poles at the end of each day.
- Obtain a Peddler's license from Finance Director.

The city agrees to the following:

- Allow peddler to sell fishing poles from April – October each year.
- The city shall not be responsible for the loss, theft or damage of any Fishing poles displayed inside the lake house.
- The city agrees to allow the peddler to have a horizontal wall space inside the lake house to showcase fishing poles.

The peddler shall furnish all supervision, personnel, labor, materials, and services for the sale of fishing poles at Mathison Lake, 8895 Ramona Lake Drive, Berkeley MO 63134 for the City of Berkeley.

**AGREEMENT:** THE EXECUTED CONTRACT DOCUMENTS CONSIST OF THE DOCUMENTS FURNISHED TO EACH BIDDER AND THE CONTRACTOR FOR THIS PROJECT.

**IN WITNESS WHEREOF**, the contract parties hereto have caused this **AGREEMENT** to be executed in **one (1) originals and three (3) copies** on the day and year first above written.

Contractor: **Ed Ershen**

**City of Berkeley, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Mayor

Street: \_\_\_\_\_

Street: 8425 Airport Road

City: \_\_\_\_\_

City: Berkeley, MO 63134

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_