



MAYOR AND CITY COUNCIL

WORK SESSION
Tuesday, September 30, 2025 - 1:00 PM

AGENDA

1. CALL TO ORDER

2. NOTICE AND REPORT ON CLOSED SESSION

- A. Closed Session Notice and Report - Tuesday, September 30, 2025, 11:15 AM - 1:00 PM to discuss Legal, Personnel and Real Estate Matters

3. ACKNOWLEDGEMENTS AND RECOGNITIONS

4. COMMENTS FROM THE PUBLIC

- A. Any person who may wish to speak on a matter scheduled for discussion on the Work Session Agenda may be heard during Comments from the Public for a period of three (3) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the Agenda item on which he or she wishes to speak.

5. NEW BUSINESS

- A. Bid Opening
1. Convention Center Landscaping Installation
- B. Bid Award for Airport Taxiway A Relocation Runway 02/20 Surface Treatment presented by Airport Manager Jaime Giandomenico and Public Works Deputy Director Scott Wagner
- C. Request to Approve Minutes
1. Regular Meeting #16 dated September 15, 2025
- D. Acknowledgement of Standing Committee Report
1. Bicycle and Pedestrian Advisory Committee - September 17
- E. Worcester County Request for Increased Sewage Treatment Capacity for West Ocean City presented by Chief Administrative Officer Weston Young
- F. 2025 OC Rock & Ride Bikefest Recap and Preliminary Future Years Discussion presented by Event Producer Matt Odachowski and Counsel Hugh Cropper
- G. Celebration Fireworks Contract Extension Request and Scope of Work Revision presented by Tourism and Business Development Director Tom Perlozzo and Procurement Manager Matt Perry
- H. Discussion of 2026 General Employee Pay Table Recommendations presented by

Human Resource Director Katie Callan and Budget Director Jennie Knapp

- I. Request to Transfer Funds from Environmental Deferred Revenue for Various Projects presented by Planning and Community Development Director George Bendler
- J. Request for Approval of Lease for Underground Transatlantic Fiber Optic Cables at the Ocean City Municipal Airport presented by City Manager Terry McGean

6. ADJOURN



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 2.A

Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Closed Session Notice and Report
DATE: September 23, 2025

ISSUE(S): Closed Session Notice and Report

SUMMARY: A Mayor and Council closed session is scheduled for Tuesday, September 30, 2025, at 11:15 AM to discuss legal, personnel and real estate matters.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Closed Session Notice 9.30.25.doc
2. Closed Session Report 9.30.25.doc

NOTICE OF CLOSED SESSION OF MAYOR & CITY COUNCIL OF OCEAN CITY

AUTHORITY: State Government General Provisions Article: § 3-305(b)

DATE AND TIME: Tuesday, September 30, 2025 11:15 AM - 1:00 PM
 PLACE: City Hall
 SUBJECT: Legal, Personnel and Real Estate Matters
 VOTE: UNANIMOUS
 _____ OTHER: FOR: _____
 _____ AGAINST: _____
 _____ ABSTAIN: _____
 _____ ABSENT: _____

PURPOSES:

X	1. To discuss: (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees or officials over whom it has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals;
	2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business
X	3. To consider the acquisition of real property for the public purpose and matters directly related thereto;
	4. Consider a matter that concerns the proposal for a business or industrial organization to locate, expand or locate in the state;
	5. Consider the investment of public funds;
	6. Consider the marketing of public securities;
X	7. Consult with counsel to obtain legal advice;
	8. Consult with staff, consultants or other individuals about pending or potential litigations;
	9. Conduct collective bargaining negotiations or consider matters that relate to the negotiations;
	10. Discuss public security if the public body determines that public discussion would constitute a risk to the public or public security, including; a) the deployment of fire and police services and staff; and b) the development and implementation of emergency plans
	11. Prepare, administer or grade a scholastic, licensing or qualifying examination;
	12. Conduct or discuss an investigative proceeding on actual or possible criminal conduct;
	13. Comply with a specific constitutional, statutory or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
	14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process
	15. To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information or (iii) deployments or implementation of security personnel, critical infrastructure or security devices.

For each provision checked above, disclosure of the topic to be discussed and the public body's reason for discussing that topic in closed session.

Citation	Topic	Reason for closed session discussion of topic
§3-305(b)1	Specific individuals	Affects one or more specific individuals
§3-305(b)3	Acquisition of real property	Protect public body's bargaining power
§3-305(b)7	Pending and potential litigation	Attorney-client privilege

REPORT OF CLOSED SESSION
OF THE MAYOR AND CITY COUNCIL OF OCEAN CITY

Prior to the Mayor and City Council Open Session held at 1:00 PM on September 30, 2025, a Closed Session was held September 30, 2025, at 11:15 AM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

1. A statement of the time, place, and purpose of the closed session is attached.
2. A record of the vote of each member as to closing the session is attached.
3. A citation of the authority under the law for closing the session is attached.
4. (a) Topics of Discussion: Legal, Personnel and Real Estate Matters

(b) Persons present:

Mayor Rick Meehan
City Manager Terry McGean
Deputy City Manager JR Harmon
Council President Matt James
Council Secretary Tony DeLuca
Council Members: Will Savage III, Larry Yates, John Gehrig, Jake Mitrecic,
Carol Proctor
City Clerk Diana Chavis
City Solicitor Heather Stansbury
Fire Chief Josh Bunting
Tourism and Business Development Director Tom Perlozzo
Human Resource Director Katie Callan

Action(s) taken:

Motion to close meeting:

End Time:



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 4.A
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Public Comments
DATE: September 23, 2025

ISSUE(S): Comments from the Public

SUMMARY: Any person who may wish to speak on a matter scheduled for discussion on the Work Session Agenda may be heard during Comments from the Public for a period of three (3) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the Agenda item on which he or she wishes to speak.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None



TOWN OF
OCEAN CITY

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Agenda Item # 5.A
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Matt Perry, Procurement Manager
RE: BID Opening - Convention Center Landscaping Installation
DATE: September 5, 2025

ISSUE(S): BID Opening - (B04-26) - Convention Center Landscaping Installation

SUMMARY: The Procurement and Tourism Department(s) solicited BID's for the Convention Center Landscaping Installation project.

FISCAL IMPACT: To be determined.

RECOMMENDATION: BID submissions to be opened, read aloud, and then remanded back to staff for further review.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Matt Perry, Procurement Manager

COORDINATED WITH: Tom Perlozzo, Director of Tourism and Business Development

ATTACHMENT(S):

- 1 . B04-26 - Convention Center Landscaping Installation - Bidder's List.pdf
- 2 . B04-26 - Convention Center Landscaping Installation - Bid Form.pdf
- 3 . Pages from B04-26 Convention Center Landscaping Installation Bid Document.pdf

B04-26 - CONVENTION CENTER LANDSCAPING INSTALLATION**Vendor Listing**

Vendor	
Seascapes Landscaping LLC ATTN: Tom Coates 11909 Grays Creek Drive Berlin, Maryland 21811 seascapeslandscaping@gmail.com (443) 497-0273	seascapeslandscaping@gmail.com
Village Greens Landscaping, Inc. ATTN: Clifton Rogers 10110 Blue Marlin Drive Ocean City, Maryland 21842 clifton@villagegreensoc.com (410) 251-4649	clifton@villagegreensoc.com
Brittingham Landscaping ATTN: Bill Brittingham info@brittinghaminc.com (443) 235-6446	info@brittinghaminc.com
Chesapeake Landscaping Inc. ATTN: Danny Merrill 31669 Perryhawkin Road Princess Anne, Maryland 21853 (443) 783-5862	chesapeakelandscape@gmail.com
Sposoto Landscaping ATTN: 16181 Hudson Road A Milton, Delaware 19968 (302) 645-4773	contactus@sposatolandscape.com
Ruppert Landscape ATTN: 28091 9 Foot Road Dagsboro, Delaware 19939 (302) 537-2771	cdeane@ruppertcompanies.com
Unity Landscape ATTN: Lucas Lees 3621 Church Hill Road Churchill, Maryland 21623 (410) 556-6010	lucas@unitylandscape.com
Bridges Land Management ATTN: JD Barto 1114 South Talbot Street Saint Michaels, Maryland 21663 (410) 476-7007	info@bridgesland.com
Chester River Landscaping ATTN: Jason Smith 301 Clovelly Lane Chestertown, Maryland 21620 (667) 319-8324	jason@chesterriverlandscaping.com
Pintail Property Services ATTN: Brad Tingle 402 South Brown Street Fruitland, Maryland 21826 (443) 365-3157	bradt@pintaildmv.com

BID FORM – CONVENTION CENTER LANDSCAPING INSTALLATION

B04-26 – CONVENTION CENTER LANDSCAPING INSTALLATION

To whom it may concern:

We, _____, organized and existing under the laws of the State of _____ doing business as a/an **sole proprietorship/partnership/corporation**, hereby submit our Completed BID Documents for the **CONVENTION CENTER LANDSCAPING INSTALLATION**.

Having carefully examined and complied with the Town’s BID Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed BID Documents and proposes to perform all Work for the replacement of **CONVENTION CENTER LANDSCAPING INSTALLATION** in strict accordance with the BID Documents, within the time set forth therein, and at the prices stated below.

The Vendor hereby agrees to commence Work under the Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Work complete **WITHIN 90 CALENDAR DAYS** of the Notice to Proceed.

If the Successful Vendor fails to complete the Work within the Contract Time or an extension of time granted by the Town, the Successful Vendor will pay the Town \$500.00 (five hundred dollars) as liquidated damages for each consecutive calendar day thereafter as provided in Sub-Section 11 of Section I.

See the attached documents from our BID below for full detail.

LUMP SUM BID PRICE (TOTAL BASE BID):

Base Bid	
TOTAL BASE BID =	
** AWARD WILL BE MADE BASED ON THE LOWEST RESPONSIBLE AND RESPONSIVE TOTAL BASE BID. **	

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID.

NOTE: Completed BID Documents will include all applicable fees.

Respectfully submitted,

Signature

License Number

Address

City/State/Zip

Title

Date

(Affix Corporate Seal)

END OF SECTION

SCOPE OF WORK (SOW) & SPECIAL CONDITIONS

1. Section #1 – General:
 - a. Scope of Work: The Scope of Work for **CONVENTION CENTER LANDSCAPING INSTALLATION** includes in general, all materials, supplies, equipment, and labor to complete project of demolition, construction, material acquisition, installations, repairs, and finishing work as shown on the plans and specifications.
 - b. Worksite Safety: Contractor will take appropriate safety precautions at all times while performing work. Contractor is responsible for the security of the work site relative to interaction with pedestrian movements and interim access needs.
 - c. Contractor: Contractor must be licensed in Ocean City, in addition to the State of Maryland with proof of insurance.
 - d. Bonds: BID, Payment, and Performance Bond(s) are required.
 - e. Project Permits and Approvals: The Town of Ocean City will obtain any necessary building permits and provide copies to the Successful Vendor.
 - f. Construction Staging Area: Construction staging area to be coordinated with Successful Vendor and Town of Ocean City personnel prior to mobilization.
 - g. Work Hours: Work hours will be between the hours of 7:00AM to 5:00PM, Monday – Friday. Extended hours require approval of **Tom Perlozzo – (443) 235-2356 – Town of Ocean City, Tourism Department.**
 - h. Accessibility: The Contractor will make reasonable provisions to not impede patrons or employees.
 - i. MBE/DBE and Prevailing Wage Requirements: Not required or applicable.
 - j. Approved Equal: Product Specifications are noted on the Plans and Specifications. All requests for “Approved Equal” products must be submitted to the Town when submitting questions. If “Approved Equal” products shall be accepted by the Town, the Town will provide written notice via Addendum, identifying “Approved Equal” products.
 - k. Property Damage: The Contractor shall be responsible for any damages or breakage as a result of the Contractor's performance. The Contractor shall be responsible for repair of any damage to Town property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the Town. Any repair and/or restoration of these damages shall be performed at no cost to the Town.
 - l. Contractor must coordinate with Town personnel to ensure that Work is completed as efficiently as possible within the guidelines of the project schedule. The Contractor will be required to participate in progress meetings with Town of Ocean City personnel. Progress meetings shall be conducted biweekly.
2. Section #2 – Scope of Work:
 - a. Provide all labor, materials, tools, and equipment to complete Work as shown in the Plans and Specifications. This includes but is not limited to the collaborative design, procurement, and installation of plants, soil, mulch and/or stone, and any necessary hardscaping features to enhance the aesthetic appeal and functionality of the outdoor areas.
 - b. The Town of Ocean City is seeking qualified proposals for a visually appealing landscape that compliments the Convention Center to include and not limited to seasonal coloration.
 - c. Successful Vendor shall conduct a site assessment to understand existing conditions and requirements.

- d. Successful Vendor shall collaborate with the Tourism Department to finalize landscaping and materials selection. Vendor shall provide a detailed landscape plan(s) including but not limited to plant types, layouts, and hardscape elements as estimated within.
 - e. Vendor shall source and provide all necessary materials, including but not limited to plants, soil and compost, mulch, decorative rock, stone, hardscape features, and ensure all materials meet quality standards suitable for the local climate.
 - f. Vendor shall prepare the site for installation, including but not limited to removal of existing plant and sub base as necessary, soil preparation, and grading. Vendor shall remove existing materials as indicated on the plans and specifications.
 - g. Vendors shall conduct proper planting techniques as required to promote healthy growth of new landscaping installation(s).
 - h. Vendor shall provide initial care and maintenance for the newly installed landscaping for a period of one (1) year post installation which includes planning and procedural instructions for ongoing maintenance recommendations to be communicated to Town Departments.
 - i. Drawing attached to BID – (B04-26 – Convention Center Landscaping Installation – Visual Rendering.pdf)
 - j. Coordinate all construction with the Town’s Project Manager to ensure Work is completely as efficiently as possible. This includes coordination with other Contractors, utility companies, and Town of Ocean City personnel.
 - k. Miss Utility Locate Requests: Per Maryland “Miss Utility Law”, Contractor shall complete Locate Requests prior to performing any excavation operations.
 - l. Any damage to public and/or property of existing businesses as a result of actions of the Contractor shall be the responsibility of the Contractor to restore completely, to current and/or better condition prior to damage occurring.
 - m. Contractor shall be responsible to photographically document existing conditions of adjacent items prior to commencing work to prevent false accusations of damage.
 - n. Contractor shall keep work area clean while conducting Work. Contractor shall be responsible for disposal of all rubbish and debris at the Contractor’s expense. Successful Vendor shall keep the premises clean of all rubbish and/or debris generated by the Work involved and leave the premises neat and clean as possible. The work area shall be cleaned at the end of each workday.
 - o. Contractor shall utilize and adhere to all specifications within attached construction Plans and Specifications.
3. Section #3 – Schedule and Sequence of Work:
- a. Project Schedule: Work under Contract anticipated to begin by **MONDAY, OCTOBER 6TH, 2025**, and conclude by **SUNDAY, JANUARY 4TH, 2026**.
 - b. Project Duration: 90 Calendar Days
 - c. Successful Vendor will coordinate a Project Schedule with the Ocean City Tourism Department. Project Schedule shall note specific construction milestones.
 - d. Construction Sequence: The successful vendor will assume full responsibility for the means, methods, and execution of the Contract and will coordinate fully with Town of Ocean City Tourism Department.



TOWN OF
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Agenda Item # 5.B
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Hal Adkins, Director of Public Works
RE: Bid Award Taxiway A Relocation Runway 02/20 Surface Treatment
DATE: September 25, 2025

ISSUE(S): Taxiway "A" does not meet current FAA Design Guide Standards for Runway 14/32 separation. It has also reached the end of its service life.

SUMMARY: Council opened bids for the construction project at the June 10th Work Session. David A. Bramble was the sole responsive bidder with a bid of \$11.7 million. After substantial negotiations, construction cost was brought into line with FAA and MAA Program budgeting constraints.

FISCAL IMPACT:

- See attachment #3
- Local Match is already in place

RECOMMENDATION: Award to David A. Bramble Inc. Base bid plus Alternative 1 for \$8,338,449.50.



Revitalized Ocean City: Development and Redevelopment

ALTERNATIVES: Not applicable

RESPONSIBLE STAFF: Jaime Giandomenico, Airport Manager
Scott Wagner, Deputy DPW Director

COORDINATED WITH: Hal Adkins, Public Works Director
Jennie Knapp, Budget Director

ATTACHMENT(S):

1. Program Narrative.pdf
2. General Project Layout.pdf
3. Project Cost Summary.pdf

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Relocate Taxiway A (Construction): Package 1 - AIP Grant

AIRPORT: Ocean City Municipal Airport

1. Objective:

The proposed improvement at the airfield is for the construction of the Taxiway A Relocation. The program includes the relocation of Taxiway A from 200' to 300' runway/taxiway separation to meet FAA design standards for B-II. This is the first of two construction packages for the taxiway relocation and is from Runway 2-20 to Taxiway A2.

2. Benefits Anticipated:

Adhere to FAA design standards and improves safety; maintains the function, safety, and utility of Runway 14-32; adhere to FAA design standards by increasing the runway (Runway 14-32) to taxiway (Taxiway A) separation distance from 200 feet to 300 feet, demolishes direct runway access taxiways from the terminal apron to the runway, and provides for the required wingtip clearances from the terminal apron taxiway to transient parking positions.

3. Approach: (See approved Scope of Work in Final Application)

See AECOM Scope of Services, dated May 27, 2025 and NORA and bid tabulation dated June 27, 2025.

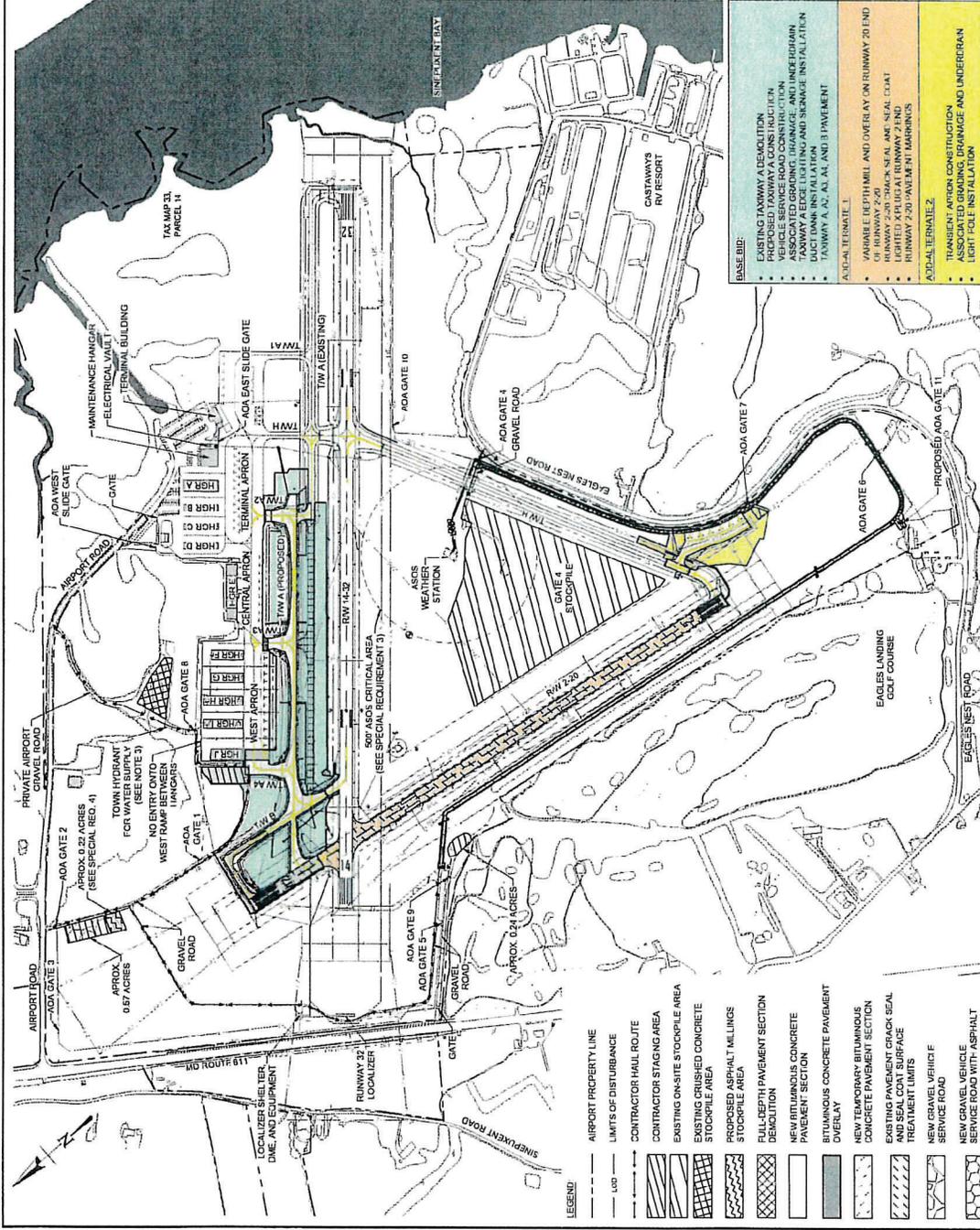
4. Geographic Location:

Ocean City Municipal Airport
Berlin, Worcester County, Maryland

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Jaime Giandomenico, Airport Manager
Ocean City Municipal Airport
12724 Airport Road



- NOTES:**
1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND REPORTING DIFFERENCES TO THE ENGINEER PRIOR TO CONSTRUCTION.
 2. THE CONTRACTOR SHALL PROTECT EXISTING PAVEMENTS, UTILITIES, AND STRUCTURES THAT ARE NOT TO BE REMOVED OR DAMAGED DURING CONSTRUCTION. ANY DAMAGE AS A RESULT OF CONTRACTOR OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. NO STEEL TRACK EQUIPMENT MAY EVER OPERATE ON A PAVEMENT TO REMAIN.
 3. AS REQUIRED, THE CONTRACTOR SHALL HAVE CONNECTION TO THE WATER SUPPLY WHERE DENOTED. ALL USE SHALL BE METERED AND COORDINATED WITH THE AIRPORT PER SPECIFICATION 1007-001. THE CONTRACTOR SHALL BE CHARGED FOR ALL USED WATER FROM THE AIRPORT WATER SYSTEM. THE CONTRACTOR'S EQUIPMENTS SHALL BE OBTAINED AT THE CONTRACTOR'S EXPENSE THROUGH BOOSTER PUMPS.
 4. CONTRACTOR ACCESS TO THE AOA SHALL BE BY THE MAIN ROADS SYSTEM THROUGH THE GATES WHERE NOTED. THE CONTRACTOR'S SUPERINTENDENT SHALL BE PROVIDED WITH A KEY FOR GATE ACCESS. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE GATE LOCKED AND SECURED WHEN NOT IN USE AND PROVIDE A GATE GUARD IF NEEDED WHILE IN USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INGRESS/EGRESS TO THE CONSTRUCTION SITE THROUGH THE AIRPORT'S GATES THEY ARE USING.
 5. THE CONTRACTOR SHALL DELINEATE ON THE PLANS SHALL REMAIN OPEN TO VEHICULAR TRAFFIC. THE CONTRACTOR SHALL NEVER BE ALLOWED TO TEMPORARILY STAGE ANYWHERE ALONG THE DELINEATED HAUL ROUTES. THE CONTRACTOR SHALL TEMPORARILY IMPROVE HAUL ROUTES WITH TEMPORARY PAVEMENTS OR OTHER MEASURES TO MAINTAIN TEMPORARY CONSTRUCTION ITEMS. CONTRACTOR MAY USE OFF-ROAD VEHICLES OFF PAVEMENT.
 6. THE STAGING AREAS DENOTED ON THE PLANS SHALL BE USED FOR CONTRACTOR TEMPORARY STORAGE OF MATERIALS AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF EROSION AND SEDIMENT CONTROL MEASURES TO SUPPORT THEIR CONSTRUCTION ACTIVITIES. CONSTRUCTION SHALL BE CONFINED TO TEMPORARY CONSTRUCTION ITEMS. THE CONTRACTOR SHALL DELINEATE ON THE PLANS SHALL REMAIN OPEN AND IN USE BY THE AIRPORT AND OTHER CONTRACTORS.
 7. ALL CONTRACTOR STAGING AREAS AND STOCKPILES SHALL BE OUTSIDE OF ALL 75' WIDENED AND RUNWAY SAFETY AREAS AND OBJECT FREE ZONES. CONTRACTOR SHALL DELINEATE HAUL ROUTES AND STOCKPILES SHALL STAY BELOW THE 14 CFR PART 77 SURFACE (SEE SHEETS G-007 AND G-008 FOR MAXIMUM EQUIPMENT HEIGHT PLANS AND SHEET G-009 FOR MAXIMUM EQUIPMENT HEIGHT SCHEDULE).
 8. ALL OFF-PAVEMENT HAUL ROUTES AND STAGING AREAS SHALL BE RESTORED AT THE END OF EACH DAY. THE CONTRACTOR SHALL RESTORE THE PROJECT AS NECESSARY. RESTORATION SHALL INCLUDE SEEDING THE AREAS WITH THE SAME OR BETTER SEEDS AS THE ORIGINAL. THE CONTRACTOR SHALL MEASURE SEPARATELY, BUT RATHER SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
 9. ALL EXCAVATED SOILS, AGGREGATE BASE MATERIALS, AND ASPHALT MILLINGS ARE THE PROPERTY OF THE AIRPORT AND SHALL BE REINCORPORATED INTO THE WORK OR STOCKPILED WHERE DENOTED HEREIN. NONE OF THESE MATERIALS SHALL LEAVE AIRPORT PROPERTY.
 10. IN ACCORDANCE WITH SUBTITLE IV, SECTION 140B(1)(A) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LAWS, (COMMONWEALTH OF MASSACHUSETTS), THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND CLEARING OF A PERMIT FROM THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS FOR ANY CLEARING OF A FORESTED AREA. ANY CLEARING OF A FORESTED AREA SHALL BE REPLACED AT A RATE OF ONE ACRE PLANTED FOR EACH ONE ACRE REMOVED. FURTHERMORE, ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.
- SPECIAL REQUIREMENTS:**
1. EXISTING ON-SITE STOCKPILE AREA SHALL BE UTILIZED BY THE CONTRACTOR TO OBTAIN MATERIALS FOR THE PROJECT. THE CONTRACTOR SHALL DELINEATE THE STOCKPILE AREAS TO BE UTILIZED AS CONTRACTOR STAGING AREAS.
 2. GATE 4 ON-SITE STOCKPILE AREA SHALL BE UTILIZED BY THE CONTRACTOR AS A WASTE MATERIAL DISPOSAL AREA FOR ANY EXCAVATION EXCLUDING EXCESS TOPSOIL.
 3. THE 500' CRITICAL AREA MUST BE MAINTAINED FREE OF OBJECTS FROM A POINT 15 FEET LOWER THAN THE 500' AND 500' BOUNDARIES. THE WIND BREAKER REMOVAL IS SUBJECT TO THE CONTRACTOR'S APPROVAL. THE CONTRACTOR SHALL DELINEATE THE CRITICAL AREA WITH A PERIMETER LOCATED WITHIN THE 500' CRITICAL AREA WITH A WIDTH OF AT LEAST 20'.
 4. ASPHALT MILLINGS STOCKPILE AREA SHALL BE UTILIZED BY THE CONTRACTOR TO STORE ASPHALT MILLINGS RECOVERED FROM THE PROPOSED PAVEMENT DEMOLITION. ASPHALT MILLINGS SHALL BE REINCORPORATED INTO THE WORK AS DENOTED HEREIN. ALL REMAINING MILLINGS SHALL BECOME THE PROPERTY OF THE AIRPORT. REMAINING MILLINGS SHALL BE STORED SOUTH OF GATE 2 WHERE SHOWN TO BE REINCORPORATED INTO FUTURE PROJECTS WORK BY OTHERS.
 5. EXCESS TOPSOIL NOT NEEDED FOR THIS PROJECT WORK SHALL BE STOCKPILED FOR FUTURE USE. THE CONTRACTOR SHALL DELINEATE THE STOCKPILE AREA. THE CONTRACTOR SHALL DELINEATE STRIPPING SHALL BE STORED WHERE DIRECTED BY THE ENGINEER IN NEW DITCHES.

PROJECT TITLE: RELOCATE TAXIWAY A, PACKAGE 1

SHEET TITLE: GENERAL PROJECT LAYOUT

SHEET NO: C-006

DATE: MAY 2025

SCALE: AS SHOWN

BID DOCUMENTS: 006

BASE BID:

- EXISTING TAXIWAY A DEMOLITION
- PROPOSED TAXIWAY A CONSTRUCTION
- VEHICLE SERVICE ROAD CONSTRUCTION
- EXISTING ASPHALT MILLINGS STOCKPILE AREA
- TAXIWAY A DEMOLITION AND RECONSTRUCTION
- TAXIWAY A, A2, A3, A4, AND A5 PAVEMENT
- ADDITIONAL TERMINALS
- VARIABLE DEPTH FILL AND OVERLAY ON RUNWAY 20 END
- RUNWAY 20 END "BACK" SEAL AREA (SEE PLAN)
- LIGHTED ASPHALT RUNWAY 20 END
- RUNWAY 20 END WEAR IN TAMPING
- ADDITIONAL TERMINALS
- TRANSIENT AIRPORT CONSTRUCTION
- ASSOCIATED GRADING, DRAINAGE AND UNDERDRAN
- LIGHT POLE INSTALLATION

REVISIONS:

No.	DATE	DESCRIPTION
1	5/11/25	ISSUED FOR BIDDING

PROFESSIONAL SEAL:

DESIGNED: GDM

DRAWN: GDM

CHECKED: DHH

APPROVED: DHH

EXPIRATION DATE: 03/31/2026

AECOM

1000 HUNTSVILLE AVENUE, SUITE 300
HUNTSVILLE, ALABAMA 35894
PHONE: (256) 887-2200

Project Cost Summary

Relocate Taxiway A: Package 1 (Construction)
 Ocean City Municipal Airport
 Berlin, Maryland

Date: July 7, 2025 (Revision 1)

Classification	Project Total	% FAA	% State	% Local	FFY 2025			
					FAA Total	MAA Total	Local Total	
1. Administration Expense								
General Expenses - AIP Grant	\$15,000.00	95%	0%	5%	\$14,250.00	\$0.00	\$750.00	
County SCD and Stormwater Fees - AIP Grant	\$15,000.00	95%	0%	5%	\$14,250.00	\$0.00	\$750.00	
IFE - Midstate - AIP Grant	\$3,775.00	95%	0%	5%	\$3,586.25	\$0.00	\$188.75	
Subtotal:	\$33,775.00				\$32,086.25	\$0.00	\$1,688.75	
4. Architectural Engineering Basic Fees								
AECOM, CA.CMI SOW 5/27/2025 - AIP Grant	\$559,141.00	95%	0%	5%	\$531,183.95	\$0.00	\$27,957.05	
AECOM, CA.CMI SOW 5/27/2025 - MAA Grant	\$17,177.00	0%	0%	100%	\$0.00	\$0.00	\$17,177.00	
Subtotal:	\$576,318.00				\$531,183.95	\$0.00	\$45,134.05	
11. Construction and Project Improvement								
Base Bid - Relocate Taxiway A - AIP Grant	\$7,795,940.00	95%	2.5%	2.5%	\$7,406,143.00	\$194,898.50	\$194,898.50	
Add-Alt. 1 - RW 2-20 Maintenance - MAA Grant	\$542,509.50	0%	75%	25%	\$0.00	\$406,882.13	\$135,627.37	
Subtotal:	\$8,338,449.50				\$7,406,143.00	\$601,780.63	\$330,525.87	
Totals	\$8,948,542.50				\$7,969,413.20	\$601,780.63	\$377,348.67	





TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.C
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Mayor and City Council Minutes
DATE: September 23, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Regular Meeting #16 dated September 15, 2025

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve minutes.



Excellent Service through a High performing Town Organization

ALTERNATIVES: Advise of necessary modifications.

RESPONSIBLE STAFF: City Clerk Diana L. Chavis, MMC

COORDINATED WITH: Deputy City Clerk Jessica D. Cropper, CMC

ATTACHMENT(S): None



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.D
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Standing Committee Report
DATE: September 23, 2025

ISSUE(S): Acknowledgement of Standing Committee Report

SUMMARY: 1. Bicycle and Pedestrian Advisory Committee - September 17
The regular BPAC meeting was suspended for a Presentation by MDOT on the MD 528 Pedestrian Safety Action Plan including bus lane repurposing.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. 2025.09.17 BPAC Meeting Minutes #82.pdf



Town of Ocean City, Maryland
 Bicycle & Pedestrian Advisory Committee (BPAC)
 Meeting Minutes

OCEAN CITY BICYCLE & PEDESTRIAN ADVISORY COMMITTEE (OC BPAC)
Meeting Minutes

DATE: Wednesday, September 17, 2025
TIME: 2:00 PM to 3:30PM
LOCATION: Convention Center
 Room 210
 4001 Coastal Hwy, Ocean City, MD 21842
RE: OC BPAC Meeting #82

OC BPAC MEMBERS:

X	Sergeant Nathan Kutz (President / Police)
X	Mary Wiedorfer (Vice President / Resident)
X	Tony DeLuca (Chair, Council Liaison)
	Hal Adkins (Public Works)
X	Joe Marx (Business Owner)
X	Lisa Stashak (Resident)

X	George Bendler (Planning & Zoning)
X	Zach Bankert (OCDC)
X	Dan Wilson (SHA Member)
	Mike Steinen (Resident)
X	Joe Kurtz (Engineering)

Note: Quorum is majority of members present. X = In attendance at meeting

OC BPAC GENERAL ATTENDEES:

X	Mulowa Kajoba
X	Larry Noccolino
X	Terry McGean
X	Matt Sosnowski
X	Linda Stevens
X	Sabrina Hecht
X	Ray Moormack

ACTION ITEMS:

#:	Name:	Action Item:	Due By:

ANNOUNCEMENTS:

- N/A

DISCUSSION ITEMS:

Note: The regular BPAC meeting was suspended for a Presentation by MDOT on the MD 528 Pedestrian Safety Action Plan (PSAP) including bus lane repurposing.

Best Regards,
Sergeant Nathan Kutz



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.E
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
FROM: Terence J. McGean, PE, City Manager
RE: Proposed Amendment for Worcester County Sewerage Treatment Facilities Transfer Agreement
DATE: September 25, 2025

ISSUE(S): County request to amend the Sewerage Treatment Facilities Transfer Agreement to increase the allotted flow capacity for West Ocean City.

SUMMARY: In 1994 the Town of Ocean City officially took ownership of the Ocean City Waste Water system from Worcester County through The Sewerage Treatment Facilities Transfer Agreement. Because the treatment plant also served West Ocean City, the agreement set aside 1 million gallons per day (GPD) of the total 12 million GPD plant treatment capacity (1/12) for West Ocean City. The agreement also stipulated that should Ocean City make improvements to the plant that would increase the plant's capacity, the County Commissioners could elect to increase the West Ocean City allotment by 1/12 of the total new capacity, provided they paid 1/12 of the cost of the improvements.

In year 2000 improvements to the plant were made that increased it's capacity from 12 million(GPD) to 14 million GPD at a cost of \$5,197,080. At that time the County Commissioners could have elected to increase the West Ocean City capacity allotment by 167,000 GPD (1/12 x 2 Million) for a cost of \$433,090. They chose not to do so.

Worcester County is now requesting that the Transfer Agreement be amended to increase the West Ocean City capacity in order to decommission two existing small treatment plants that serve the Assateague Point and Landings developments. These plants require costly upgrades and repairs.

FISCAL IMPACT: One-twelfth of the cost of the 2000 treatment plant upgrade was \$433,090. The cost for that upgrade in today's dollars would be \$780,386.

RECOMMENDATION: Request City Attorney to draft an ordinance to amend the Sewerage Treatment Facilities Transfer Agreement to increase the allocated capacity to West Ocean City by 170,000 gallons

per day. The increase shall be restricted to the flow currently allocated to the existing treatment plants serving the Assateague Point and Landings Communities. Worcester County shall pay \$780,386 to cover the one-twelfth cost of the 2000 plant expansion adjusted for inflation.



Financially Sound Town Government

ALTERNATIVES:

1. Do not amend the Transfer Agreement.
2. Amend the transfer agreement, but do not adjust the payment for inflation and leave at \$433,090.

RESPONSIBLE STAFF:

City Manager Terence McGean
Public Works Director Hal Adkins

COORDINATED WITH:

Weston Young, Chief County Administrator.

ATTACHMENT(S):

1. County amendment request letter 9.25.25.pdf
2. Pages from Sanitary Commission Transfer Agreement.pdf



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
THEODORE J. ELDER, PRESIDENT
ERIC J. FIORI, VICE PRESIDENT
CARYN G. ABBOTT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JOSEPH M. MITRECIC
DIANA PURNELL

September 25, 2025

Town of Ocean City
City Manager Terry McGean
301 N. Baltimore Ave.
Ocean City, MD 21842

Dear City Manager McGean:

At their meeting on Sept. 16, the Worcester County Commissioners voted to approach the Town of Ocean City with a request to purchase sewer capacity. The County is interested in purchasing 170,000 gallons per day (gpd) of capacity. This additional capacity would serve the Landings Sewer District (100,000 gpd) and the Assateague Point Sewer District (70,000 gpd).

The County currently has an agreement that permits an average daily flow of 1,000,000 gpd to be transmitted via an existing force main under Isle of Wight Bay. That language would need to be revised with the proposed purchase.

The proposed capacity purchase represents the County's attempt to find an environmentally sound and operationally sustainable solution to meet the needs of the Landings and Assateague Point sewer districts. Thank you for your consideration of this request.

Sincerely,



Weston S. Young
Chief Administrative Officer

6/23/94

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

THIS AGREEMENT made this 28 day of June, 1994 by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY (hereinafter Transferor) and MAYOR AND CITY COUNCIL OF OCEAN CITY (hereinafter Transferee)

WHEREAS, Title 9, Part II of the Environment Article, Annotated Code of Maryland authorizes municipalities to maintain and operate sewerage facilities; and in connection therewith to enter into contracts or agreements with counties relative to the construction, alteration, maintenance, or operation of such a system; and

WHEREAS, Title XII, § C-1201 of the Charter of Mayor and City Council of Ocean City (Ocean City) authorizes Ocean City to construct, operate and maintain sanitary sewage systems and sewage treatment plants; and

WHEREAS, Article 25B, §13E-1 of the Annotated Code of Maryland authorizes agreements between code counties and municipalities for the transfer of county owned sewerage facilities to municipalities upon certain terms and conditions; and

WHEREAS, the sewerage treatment facilities within the corporate limits of Ocean City are owned, operated and maintained by County Commissioners of Worcester County (Worcester County); and

WHEREAS, Ocean City, having determined that it is in best interests of the public's health, safety and general welfare, is desirous of owning, operating and maintaining the sewerage treatment facilities within its own corporate boundaries; and

WHEREAS, Worcester County is desirous of Ocean City owning, operating and maintaining the sewerage treatment facilities within Ocean City's corporate boundaries.

LAW OFFICES
AYRES, JENKINS,
GORDY & ALMAND, P.A.
520th COASTAL HIGHWAY
1 CITY, MD. 21842

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, warrant, and agree as hereinafter provided:

I

GENERAL INTENT AND PURPOSE

The parties hereto acknowledge and agree that it is the intent and purpose of this Agreement that Transferor shall convey unto Transferee all the assets of Transferor's sewerage treatment facilities located within the corporate limits of Transferee, including real property, personal property, permits, licenses, leases, easements, rights of way, accounts receivables, operating accounts, reserve fund accounts and all other matters and items involved in the operation of said sewerage treatment facilities; and any interpretations of this Agreement are to be resolved in favor of the complete transfer of assets, provided however, that at all times any interpretations are subject to the aforementioned Article 25B, Section 13 E-1.

II

ARBITRATION

The parties hereto, being governmental agencies, agree that it is not in the best interest of the public to institute litigation over any disputes which might arise under this Agreement unless absolutely necessary, and to that end the parties agree to meet and attempt to resolve all matters. In the event a resolution cannot be reached, each party agrees to appoint two elected members from its respective party to arbitrate a resolution of such disputes to be submitted to each party for approval. If such an arbitration cannot be agreed upon, then, and only then the parties agree to submit such issue to the Circuit Court for Worcester County for Declaratory Relief.

III

TRANSFER OF ASSETS

Effective as of midnight June 30, 1994 Transferor shall transfer, convey and assign onto Transferee, the following:

- A. Real property described on Exhibit A
- B. Personal property described on Exhibit B
- C. Leases described on Exhibit C
- D. Easements and Rights of Way described on Exhibit D
- E. Federal and State Permits described on Exhibit E
- F. Licenses described on Exhibit F
- G. Contracts described on Exhibit G
- H. Accounts receivables described on Exhibit H
- I. Operating accounts described on Exhibit I
- J. Reserve Fund accounts described on Exhibit J
- K. All pipes, sewer lines and sewerage treatment facilities within the corporate limits of Transferee including the ocean "outfall" pipe located at 64th Street described on Exhibit K.

All assets are to be conveyed by Transferor to Transferee "where is - as is" with no warranties but with a covenant to execute further assurances.

IV

ACCOUNTS PAYABLE AND BONDED INDEBTEDNESS (DEBTS)

Transferee covenants and agrees to assume all accounts payable incurred in the normal course of business associated with the assets to be conveyed hereunder and to indemnify and hold harmless Transferor on account of same. Transferor is indebted under certain General Obligation Bonds described on Exhibit L. Transferee covenants and agrees to assume the payment obligations under said Bonds and to indemnify and hold harmless Transferor on account of same. To assure the indemnification and hold harmless hereunder, Transferee covenants and agrees to pledge, to the extent permitted by law, its full faith and credit to the full extent of its ad valorem

taxing powers to pay said debts, and to impose upon all users of the sewerage treatment facilities transferred hereunder such fees, charges, and assessments as are requisite to pay all cost associated with the annual operation and maintenance of such sewerage treatment facilities and for the repayment of such bonded indebtedness. Transferee covenants and agrees that all monies transferred as Reserve Fund accounts shall only be expended to repay bonded indebtedness assumed hereunder, and for no other purpose. Transferee agrees to deliver an opinion of counsel as to the effectiveness and authority of Transferee to so assume such obligations and pledge its full faith and credit acceptable to Transferor.

V

EMPLOYEES

The employees, listed on the Exhibit M, shall be transferred to Transferee and Transferee shall accept such employees into its personnel with all benefits currently enjoyed and prospectively to be enjoyed as all of Transferee's employs enjoy except that, in no circumstance, shall such employees receive benefits, including pension, less than that currently enjoyed by such employees. To that end, Transferee, in conjunction with Transferor, agrees to maintain and make annual contributions to the current Sanitary Commission Nationwide Pension Plan for those employees transferred hereunder; provided, however, that all future full time employees of Transferee assigned to sewerage treatment facility responsibilities shall become members of Transferee's general employee pension plan.

The parties agree that Clifton Dale, one of the employees listed on Exhibit M, who is on medical/disability leave resulting from an automobile accident, shall remain as a Transferor employee until such time as he is able to return to work at which time he shall become an employee of Transferee. Notwithstanding same, Transferee shall reimburse Transferor for

all sums advanced by Transferor attributable to his employment, i.e. salary, pension, medical insurance and other benefits of employment, but excluding any medical or disability payments made to or on behalf of Clifton Dale. For pension purposes, Clifton Dale shall remain with the Nationwide Plan notwithstanding his "official" employment with Transferee at a subsequent date.

VI

LABORATORY TESTING

The laboratory testing facilities, utilized by Transferor for many testing procedures other than the sewerage treatment facilities being transferred hereunder, are a part of the assets to be transferred to Transferee hereunder. Transferee covenants and agrees to offer to test submittals of Transferor at the actual cost of such testing procedure to Transferee in accordance with the agreement listed on the Exhibit N.

VII

WEST OCEAN CITY

The effluent from the West Ocean City Sanitary District is being treated and discharged through the sewerage treatment facilities being transferred hereunder. Transferee agrees to continue to treat and discharge said effluent, as follows:

A. Transferor shall be responsible for the collection of said effluent in West Ocean City and the pumping and transfer of said effluent under the bay to the manhole located along the western side of Baltimore Avenue at 15th Street at which point the balance of the system will be owned by the Transferee, including said manhole.

B. Transferee shall be responsible for the pumping and transfer of said effluent from 15th Street to the 64th Street sewerage treatment facilities, the treatment thereof at said location, and the transfer and discharge of said treated effluent at the 64th Street "outfall."

C. Transferee shall bill Transferor, on or about July 1, annually, for the cost of such service as set forth on Exhibit O. Transferor shall pay said invoice on or before September 30 of each year, and if and to the extent not timely paid, interest shall begin to accrue on any unpaid portion at the rate of interest chargeable on delinquent county real estate taxes.

D. Transferee shall reserve one million (1,000,000) gallons per day for treatment and discharge of West Ocean City effluent of its current treatment and discharge capacities.

E. It is the intent of this agreement and both parties agree that, in any event, the charges to Transferor for treatment of such effluent from West Ocean City shall on a per gallon basis not to exceed the cost of treatment on a per gallon basis for treatment of effluent collected by Transferee within the corporate limits of Transferee but taking into account reasonable conveyance and administrative charges set forth on Exhibit "O."

VIII

EXPANSION OF FACILITIES

A. Transferee, upon application and receipt of all necessary permits, may expand the sewerage treatment facilities for service within the corporate limits of Transferee, as same are determined as of July 30, 1994 (current limits).

B. Transferee, upon the majority vote of the elective bodies of Transferee and Transferor and upon application and receipt of all necessary permits, may expand the sewerage treatment facilities for service outside the current limits of Transferee.

C. In event of any expansion, Transferee shall offer to Transferor, and upon acceptance by Transferor, Transferee shall reserve capacity from such expansion as set forth in Exhibit P. In the event Transferor accepts the proportionate reservation of the expansion, the costs of such expansion shall be paid by

Transferee and Transferor in the same proportionate amount as set forth in Exhibit P, and billed by Transferee to Transferor as set forth in Section VII C hereof.

D. It is the intent of this agreement and both parties agree that, in any event, charges to Transferee for expansion costs shall be fairly determined so that customers of Transferor in West Ocean City shall pay their share of the cost of expansion in the same manner and amounts as required by Transferee from customers within the corporate limits of Transferee.

IX

FUTURE COOPERATION

The parties hereto anticipate that future growth in both northern Worcester County and Ocean City may strain the capacities of the sewerage treatment facilities to be transferred hereunder and Transferor's other sewerage treatment facilities. However, the parties hereto also recognize that the maximum impact on the respective sewerage treatment facilities is seasonal, i.e., Transferee is at maximum usage during the summer; Transferor's spray irrigation fields are at maximum capacity during the winter and spring because of high water tables. The parties hereto agree to use good faith efforts to cooperate with each other toward shared facilities usage if the future needs so demand. It is the intent hereof that Transferee's "outfall" could discharge Transferor's excess treated effluent in the winter and spring, and Transferor's spray irrigation fields could accept Transferee's excess treated effluent in the summer.

X

COMPLIANCE WITH STATE LAW

Notwithstanding any provision hereof, both parties shall comply with all provisions of Section 13E-1 of Article 25B of the Annotated Code of Maryland.

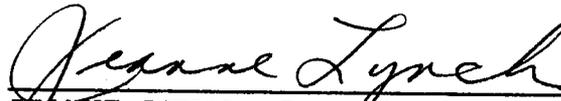
XI
SURVIVAL

This Agreement and each and every covenant, term and condition hereof shall be deemed to survive the transfer of assets and not merge therewith.

AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

THE COUNTY COMMISSIONERS OF
WORCESTER COUNTY

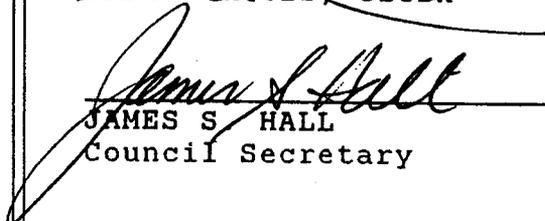

~~JOHN A. YANKUS~~
~~Administrative Director~~

By: 
JEANNE LYNCH, President

MAYOR AND CITY COUNCIL OF
OCEAN CITY


~~CAROL JACOBS, CLERK~~

By: 
ROLAND E. POWELL, Mayor


JAMES S. HALL
Council Secretary

By: 
RICHARD W. MEEHAN
Council President



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.F
Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: OC Rock & Ride Bikefest
DATE: September 25, 2025

ISSUE(S): OC Rock & Ride Bikefest

SUMMARY: Kickin' Events, LLC hosted its first Bikefest September 10-13, 2025. As required per the contract renewal term, long-time event sponsor now producer Matt Odachowski will provide a recap of the 2025 event and discuss the future of OC Rock & Ride Bikefest events.

FISCAL IMPACT: Refer to contract.

RECOMMENDATION: TBD



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. 2025 / 2026 Bikefest Agreement, Kickin Events, LLC, Rock and Ride.pdf

OC Bike Fest AGREEMENT

This Agreement is made on this 30th day of May 2025 by and between the Mayor and City Council of Ocean City, 301 N. Baltimore Ave., Ocean City, Maryland 21842 (hereinafter "Town") and Kickin Events, LLC with an address of 201 Belt Street, Snow Hill, Maryland 21863 (hereinafter "Producer") to hold an Event known as "OC Bike Fest" ("Event"). Together, Town and Producer shall be known as the "Parties" and each shall be a "Party". In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Term.

(a) Initial Term. The initial term of this Agreement shall be for one (1) year, from Wednesday, September 10 through Saturday September 13, 2025 ("2025 Event") with the specific dates and times for Load-in and Load-out set forth herein. During the initial term, each day of the Event shall be open to the public beginning no earlier than 1:00 p.m. and the music and sale of alcohol shall end no later than 10:00 p.m., with final "clear-out" by 10:30 p.m.

(b) Renewal Term. The Producer shall appear before the Mayor and City Council no later than sixty (60) days following the last day of the 2025 Event to discuss the successes and/or failures of the 2025 Event. The Mayor and City Council, in consultation with the Ocean City Police Department ("OCPD") shall decide whether to allow the Producer to have 2026 Event and/or whether to alter any of the terms of this Agreement to permit the 2026 Event. Unless modified by the Mayor and City Council following the 2025 Event, all terms and conditions of this Agreement shall apply to the 2026 Event or the terms of the 2026 Event shall be as specifically stated herein. The intended dates for the 2026 Event shall be from Wednesday, September 9, 2026, through Saturday September 12, 2026, with the specific dates and times for Load-in and Load-out as set forth herein.

(c) Special Event Zone. The Producer acknowledges that a "Special Event Zone" pursuant to the Maryland Transportation Article shall established during each Event at the request of the Town to the State.

2. Facilities; Permitted Uses; Producer's Responsibilities.

(a) Date(s) of Event and Event Description. Producer shall have the right to use the Inlet Parking Lot for the purpose of managing, producing and conducting the Event and all related activities and operations within the Event Area. The Event may include live musical entertainment, concessions, sale of food and beverages, sale of equipment and merchandise, marketing and promotional activities, installation and use of patron access control equipment, sale of tickets, and the sale and consumption of alcoholic beverages. Producer may also produce a motorcycle parade on the Boardwalk from 27th Street to the Inlet Lot on Saturday morning only, beginning at 10:00 am, with the total number of

participants not exceeding four hundred (400) motorcycles, and staging on 27th St. between Baltimore Ave. and the Boardwalk, as well as the easternmost lane of northbound Baltimore Ave., south of 27th St., if needed, beginning at 9:00 am (all subject to the restrictions below) (collectively, the "Permitted Uses"), subject to the additional terms of this Agreement and its exhibits. The Event Area and designation of Permitted Uses shall be depicted on the Event Site Plan attached hereto as Exhibit A. Any desired changes to Exhibit A shall be submitted by Promoter to Town One Hundred and Twenty (120) days prior to the Load-in and may only be utilized upon written acceptance by Town through the execution of an Addendum to this Agreement. The capacity within the Event shall be no greater than the allowable occupancy calculated by the Ocean City Office of the Fire Marshall, taking into consideration available square footages, exit capacity and life safety features. Any changes to Exhibit A after the execution of this Agreement (or an Addendum) will be through the submission of a revised Exhibit A by Producer and only upon the acceptance of Town in writing confirming its agreement to the same and upon payment of the requisite change fees as stated below. Producer shall be responsible for maintaining and appropriately staffing approved fire/life safety/security features, including staffed emergency exit gates, fire lanes, and required security entrance points, in all areas of the Facilities throughout the Event. If a 2026 Event is to occur, a 2026 Exhibit A shall be submitted by the Producer no later than One Hundred and Twenty (120) days prior to the 2026 Event. For clarity, this Agreement in no way pertains to any Producer event to be held at the Roland Powell Convention Center ("Convention Center") and any event to occur at the Convention Center shall be set forth in a separate agreement.

(b) **Alcohol.** Beer, malt liquor and alcohol (collectively "Alcohol") may be sold by Producer within the Event Area as depicted in Exhibit A subject to the approval of Board of License Commissioners for Worcester County (hereinafter "BLC"). Should Producer desire to have alcohol at the Event, Producer must either apply and receive a Promoter's License from the BLC or the Producer must use a local (Worcester County) non-profit to obtain a liquor license from the BLC. Producer must follow all rules and regulations of the license that is issued/operated under. Producer shall strictly comply with all conditions of any license received/operated under which shall include but may not be limited to the following: (i) compliance with all State and local laws and ordinances; (ii) no Alcohol shall be permitted to leave the licensed premises; (iii) Alcohol service shall not begin prior to the permitted time and only for the hours as designated on the alcohol permit operated under; (iv) Alcohol may be served in plastic cups or aluminum cans; no glass whatsoever; (v) all servers of Alcohol must be Alcohol Awareness Certified (TIPS/TAMS certified); and (vi) each attendee must be age identified upon entering the Event and provided with a unique age identifier which must remain visible on their person through the Event. Producer shall be responsible for the sale of Alcohol and shall indemnify and hold Town harmless from any event arising from Producer's sale of Alcohol and for all acts further set forth in the indemnification clause of this Agreement. Exhibit A shall reflect the area in which Alcohol consumption is permitted.

(c) **Noise and Pyrotechnics Prohibition.** All noise and sound associated with the Event (including but not limited to system ring out, construction, sound check, performances, etc.) shall be performed in compliance with Town's noise ordinances and

MO

conclude by 10:00 p.m. each night. In 2025 the Producer shall be permitted to hold a firework display on September 11, 2025, provided it enters into a Firework/Pyrotechnic Addendum approved by the Ocean City Office of the Fire Marshall.

(d) Construction of Temporary Structures. The Event shall be allowed to place temporary tents/structures in the Inlet Parking Lot as part of the Event, provided all desired construction is clear and set forth on Exhibit A. All construction shall be at the sole approval of Town's Fire Marshal and Chief Building Official. Anchoring methods for tents/structures are subject to review and approval through Town's Chief Building Official. Additionally, stamped and sealed engineer drawings are required for any structure exceeding thirty (30) inches in height which are occupied by the public.

(e) Load in/Load Out Operations and Schedule.

(i) 2025 Event.

a. Load-in – Event set-up may begin Tuesday, September 2, 2025 with the exception of access to and the event footprint reserved for "Wine On The Beach" which will occupy their footprint of space on the Inlet Parking Lot from Wednesday, September 3 through Sunday afternoon, September 7, 2025 (Wine On The Beach dates are September 5-6). No setup will be authorized on September 3 through 7, 2025 unless agreed upon with terms by the Town in writing as an addendum to this Agreement. Event set-up may continue Monday, September 8, 2025, through Wednesday, September 10, 2025, prior to event opening. Suspension of all public access and paid parking in the Inlet Parking Lot for 2025 Event shall begin Sunday, September 7.

b. Load-out - **Load-out must be completed by 11:59 pm Sunday, September 14, 2025.** All rental equipment and Event items must be removed from the Event Area by 10:00 pm Tuesday, September 16, 2025.

(ii) 2026 Event.

Load-in – Event set-up may begin Tuesday, September 1, 2026 with the exception of access to and the event footprint reserved for "Wine On The Beach" which will occupy their footprint of space on the Inlet Parking Lot from Wednesday, September 2 through Sunday afternoon, September 6, 2026 (Wine On The Beach dates are September 4-5). No setup will be authorized on September 2 through 6, 2026 unless agreed upon with terms by the Town in writing as an addendum to this Agreement. Event set-up may continue Monday, September 7, 2026, through Wednesday, September 9, 2026, prior to event opening. Suspension of all public access and paid parking in the Inlet Parking Lot for 2026 Event shall begin Sunday, September 6, 2026. .

Under no circumstances shall Producer be permitted access to the Inlet Parking Lot prior to Monday, September 7 2026, at 4:00 p.m.

MLC

b. Load-out - **Load-out must be completed by 11:59 pm Sunday, September 13, 2026.** All rental equipment and Event items must be removed from the Event Area by 10:00 pm Tuesday, September 15, 2026.

(g) **Permits, Licenses and Approvals.** Producer shall be required to obtain all permits, licenses and approvals required to fulfill the requirements of this Agreement and hold the Event (i.e. Town's permits, Health Department, etc.). The cost to obtain each such permit shall be paid by Producer to Town and or any other applicable local or State agencies as each fee becomes due. Producer shall be responsible for ascertaining and acquiring all necessary permits, licenses and/or other approvals which may be necessary from applicable local and/or State agencies in order to conduct the Event. Producer shall diligently apply for all such permits, licenses and approvals and the issuance of all such permits, licenses and approvals shall be subject to the ordinary conditions applicable to same. Producer shall be bound by the terms, conditions and approval of each permit/license.

(h) **Condition of Event Space/Facility.** Producer agrees that it has inspected the Event Area and, subject to Town's representations in this Agreement, agrees to accept same "AS-IS." Subject to Town's representations in this Agreement, Producer finds and accepts that the Event Area is safe and suited for the Event. Town makes no representations or warranties with respect to the condition of the Event Area or its suitability for Producer use. Producer shall return the Event Area clean, and in the condition it was received, and free of Event-related items. Any Town assets that were moved for the Event by Producer must be returned to their original location(s).

(i) **Services Generally.** Producer shall be solely responsible for the needs of the Talent, Performers, and/or Production Company (hereinafter collectively "Talent"). All services desired by Talent of Town shall come through the Producer in the manner described herein and shall be subject to Town's approval. The Producer shall be solely responsible to the fulfillment of all Rider Agreements of the Talent but such fulfillment shall be in compliance with all Town's franchise agreements, Town policies and this Agreement.

- a. Town shall provide the following for the Event:
- i. Electrical access in the Event Area;
 - ii. Suspension of paid parking in the Inlet Parking Lot for 2025 Event from Sunday, September 10 through Sunday, September 17; and for the 2026 Event from September 9 through September 16, 2026;
 - iii. Sewer and water in food court section of the Event Area;
 - iv. Police Personnel as follows:
 1. Control vehicular access to the Inlet Parking Lot at S. 1st St.
 2. Color Guard for opening ceremony;
 3. Provide personnel to facilitate the Boardwalk parade on Saturday morning. Parade starts at 10:00 am;
 - v. Free bus service for attendees showing approved wristband ticketing;
 - vi. West Ocean City Park trolley Ride shuttle service for attendees showing approved wristband ticketing;

vii. Public Works services as follows:

1. Twenty (20) cones to the Convention Center;
2. Items deemed necessary by the Town such as fencing, benches, trash cans and picnic tables to the Inlet Parking Lot;
3. Cone off tent locations in the Inlet Parking Lot. (Bike racks will be assembled by the Producer).

(j) **Trash.** Producer shall manage all trash within the Event Area, moving it to Town dumpsters and relining the trash cans at no cost to Town. All trash will be placed in receptacles.

(k) **Parking Lots/Other Town Property Outside of the Event Space.** The West Ocean City Park and Ride may be used for tractor trailer staging during Event set-up Sunday through Tuesday prior to each yearly Event.

(l) **Non-Smoking.** Smoking is prohibited on the Boardwalk. Additionally, smoking shall be prohibited inside any tent or structure. Producer shall use commercially reasonable efforts to enforce these provisions through its private security. Vaping and the use/consumption of cannabis in any form is prohibited.

(m) **Compliance.** Producer shall comply with all local, state, and federal laws and ordinances at all times and provide any necessary ADA and Accessibility Accommodations which may be required. Additionally, Producer shall comply with Town's franchise agreements including but not limited to the gas and beverage franchise. Event is exempt from the exclusive beverage provisions, and permit the sale of Wild Bill's Soda during the Event along with Coca-Cola products.

(n) **Submission of Plans.** Producer shall submit the following, formal, written Plans. All Plans are subject to Town approval and may require revision as directed by Town:

(i) **Formal NFPA 101 Life Safety Evaluation/Plan.** This Plan shall be completed by a Fire Protection Engineer or Crowd Management Expert approved by the Office of the Fire Marshall and submitted to the Office of the Fire Marshall. An initial submission date shall be no later than sixty (60) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to Load-in for the Event.. This Plan shall include no less than the assessments of safety measures and conditions outlined in the adopted edition of NFPA 101 Life safety Code, including, but not limited to:

- (a) Event/Facility/Overview and Description;
- (b) Detailed Site Plan; A Life Safety Narrative, including all conditions to be assessed; and
- (c) Facilities Management and Operational Plans, broken down into annexes addressing all conditions to be assessed.

(ii) **Medical Plan.** This Plan shall be submitted to the Ocean City Fire Department ("OCFD")/Emergency Management Services ("EMS") through Town's Private Event Coordinator. An initial submission date shall be no later than sixty (60) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to Load-in for the Event. A Medical Plan shall include no less (at the discretion OCFD/EMS) the general safety procedures that will be used during the Event, including Event description, medical provisions, medical aid, aid stations, ambulances, communications, map, public communications, resources, equipment, daily staffing assignments and operational guidelines and any special considerations needed. Town EMS shall have radio frequency and earpieces of the Event's private security.

(iii) **Security Plan.** This Plan shall be submitted to Ocean City Police Department ("OCPD") through Town's Private Event Coordinator. An initial submission date shall be no later than sixty (60) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to the Load-in for the Event. A Security Plan shall include no less (at the discretion OCPD) than a risk assessment, security measures, screening/checkpoints, emergency plans created for specific risks perceived resources, equipment, daily staffing assignments, operational guidelines, crowd management training and assignments and crowd management plans and activities. This shall include overnight private security (one (1) patrol inside the gate and one (1) patrol outside the gate) for every night of the Event as well as properly size and located signage that identifies all rules and prohibitions of the Event.

(iv) **Overall Operations Plan.** This Plan shall be submitted to Town's Private Event Coordinator. An initial submission date shall be no later than sixty (60) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to Load-in for the Event. An Overall Operations Plans shall include no less than an Event description, key contacts, commitment to health and safety, contractor management, risk management, and all other supporting operations documentation.

(v) **Preliminary Site Plan.** This Plan shall be submitted to Town's Private Event Coordinator at the time this agreement is executed

(vi) **Final Site Plan.** This Plan shall be submitted to Town's Private Event Coordinator no later than thirty (30) days prior to Load-in for the Event.

(o) **Fines and Change Fees:**

(i) **Fines.** Failure of Producer to submit any one or more of the above-stated Plans timely and completely shall constitute breach of this Agreement, and Town expressly reserves the right to cancel, without any liability to Town, the Event, or require the Event be modified. Additionally, failure of Producer to submit any one or more of the above-stated Plans shall result in daily fines being assessed by Town

against Producer. The fine schedule shall be as follows:

a. Initial Plan Submission Failure: Failure of Producer to submit any initial Plan within sixty (60) days prior to the Event shall result in Producer being assessed the sum of Five Hundred Dollars (\$500.00) per day until all initial Plans have been submitted. Any payment(s) due under this subsection shall be paid by Producer at the time of submission of the delayed Plans. The Plans will not be reviewed/accepted by Town until payment is received.

b. Final Plan Timely Submission Failure: Failure of Producer to submit any complete and accurate Final Plan within thirty days (30) days prior to the Event shall result in Producer being assessed the sum of Two Thousand Dollars (\$2000.00) per day until all complete and accurate Final Plans have been submitted. Any payment(s) due under this subsection shall be paid by Producer at the time of submission of the delayed Plans. The Plans will not be reviewed/accepted by Town until payment is received.

(ii) **Town Review.** Town will review and provide comment and notification for modification, corrections, additions or deletion to each Plan received within thirty (30) days of submission (and payment of any applicable penalty). It is solely the responsibility of Producer to make the necessary changes based upon Town's comments and notifications timely.

(iii) **Change Fees.** Any change to Exhibit A desired by Producer after the execution of this Contract shall be subject to the following change fees. All changes shall be subject to the sole discretion of Town and payment alone shall not give Producer authority to make the change. Any payment(s) due under this subsection shall be paid by Producer at the time of Town's review and judgment of the change:

a. Greater than sixty (60) days prior to the Event - \$75.00 for the first change and \$100.00 for every additional change after the first but prior to sixty days from the Event.

b. Less than sixty (60) days but greater than forty-five (45) days prior to the Event - \$150.00;

c. Less than forty-five (45) days but greater than thirty (30) days prior to the Event - \$300.00;

d. Less than thirty (30) days but greater than fifteen (15) days prior to the Event - \$600.00; and

e. Less than fifteen (15) days prior to the Event - \$900.00 plus the costs of additional Town Services.

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(p) **Vendors.** The Promoter shall provide OCPD a complete list of all vendors that intend to participate in the Event no later than ~~seventy five (75)~~ days prior to the first day of the Event to allow OCPD to screen vendors for suitability for the Event and compliance with the local, state and federal laws. Specifically, OCPD shall be provided: (1) valid photo identification of each vendor; (2) the name, address, phone number, and date of birth of each vendor; (3) the make, model, vehicles registration and plate of vendor vehicles and trailers; and (4) a description of all products being sold by each vendor. OCPD retains the right to prohibit participate of a vendor at the Event if OCPD can articulate a concern as to the veracity, legality, suitability and/or safety concern of over any vendor. No approved vendor shall wear or otherwise display any colors or club affiliation.

3. **Fees and Costs.**

(a) **Special Event Application Fee.** This section was intentionally left blank.

(b) **Planning Fee.** This section was intentionally left blank.

(c) **Event Space/Facility Usage Fees.**

(ii) 1. For the 2025 Event, the Usage Fee shall be waived.

2. For the 2026 Event, the Usage Fee shall be Fifty-Seven Thousand, Five Hundred and Forty-Eight Dollars and Sixteen Cents (\$57,548.16) and shall be due no later than July 1, 2026. This fee is for and in consideration of Town's grant of the use of the Event Space/Facilities for conduction the Event and the Permitted Uses. The Usage Fee shall be paid directly to Town.

(d) **Town Services Payment.** Other than the "Fees" identified above and the trailer fee below, there shall not be Town Services fees unless there are Emergency Conditions. Any amount Town incurs related to "Emergency Conditions" (defined below) as rendered by Town or by any other municipal, county or state agency and billed to Town, which shall be the sole responsibility of Producer. In the event of an "Emergency Condition" (as defined herein), Producer shall be responsible for the actual costs associated with all of the services rendered by Town or by any other municipal, county or state agency and billed to Town, as required to ensure public safety at the Event. "Emergency Conditions" shall mean conditions and circumstances which involve a high likelihood of personal injury or death and/or property damage, such that the concern for public safety requires the deployment of resources and manpower significantly exceeding those initially anticipated and which occur within the Event Area or occur outside the Even Area but are the proximate result of actions or circumstances that occur within the Event Area. "Emergency Conditions" include, but are not necessarily limited to, severe weather (floods, tornados, hurricanes, tsunami), civil unrest, unruly crowds, riot, safety emergencies, terrorism, and COVID. Payment by Producer for the Emergency Conditions costs as defined above, if any, shall be due and payable by Producer to Town within ten (10) days of Producer

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receiving an accounting of said Emergency Condition Costs, without setoff of deduction. Town shall prepare said accounting of the Emergency Condition Costs, if any, no later than ten (10) business days post-Event.

(e) **Ticket Sales.**

(i) For the 2025 and 2026 Events, the ticket sales share shall be waived.

(ii) At the time this Agreement is executed it is believed that the prior Producer (OC JAMS, LLC) of OC BikeFest sold tickets, and beverage and merchandise packages (in the approximate amount of \$130,000). The Producer, under this Agreement (Kickin Events, LLC), shall work diligently to determine exactly how many tickets and packages have been sold by the former Producer for this Event, and the Producer shall honor those validly issued and sold tickets and packages for this Event. The Producer shall indemnify and hold the Town harmless for all liability which may arise from the prior Producer's validly issued and sold tickets and packages. The Producer shall promptly share with the Town in writing all information it receives regarding the sales of tickets and packages of the prior Promoter.

(f) **Trailer Permit Sales** Producer, at its own expense, shall act as the sole source of and sell trailer parking permits specific to the Event, provided by the Town at a cost of Fifty Dollars (\$50.00) per permit. Permits are valid on Wednesday prior to the Event through Sunday of the Event only. Producer shall accept cash or check for payment. Checks may be made out to the "Town of Ocean City". Producer shall record driver's license information on all the checks received as payment and the driver's name and address must match the name and address on the check prior to acceptance. Producer shall reconcile the balance of permits and monies received with Town within five (5) business days after the final event day.

4. Security, Medical & Crowd Management.

(a) **Private Security.** Producer shall be solely responsible for any and all costs associated with the provision of private security personnel contracted by Producer in order to maintain peace and order within the Event Area during the Event. Producer agrees to abide by all reasonable requirements specified by OCPD relating to the provision of said private security personnel. Producer shall further provide 24-hour security for the entire area depicted in Exhibit A beginning on Monday, prior to the first day of the Event at 7:00 am through Tuesday, following the Event, or until the completion of the Event Load-out. All details of the security shall be provided and must be approved by OCPD in accordance with the Plans above. All private security shall be screened in advance by both Parties. Producer shall strictly prohibit all private security from wearing or otherwise displaying colors or club affiliation.

(b) **Attendee Count.** Producer shall have a system in place and approved as part of the Plans above, wherein at all times it can provide to Town accurate, onsite attendee counts and adhere to capacities set as maximum occupancy by Town. This shall include but not be limited to the ability to identify to Town at any time the number of people inside the Event space at any given time.

(c) **Crowd Managers.** Producer shall ensure commercially reasonable and sufficient numbers of trained crowd managers are provided for the expected for each Event day occupant load.

(d) **Private Medical Services.** Producer shall contract with private medical company for medical services, pre-approved by OCFD, with submission of the Medical Plan as described herein in Section 1N above. The OCFD will liaison with approved contractor to provide limited transport services and have a liaison staff member in Producer Operations/Command and Control Center.

(f) **Fire and Life Safety Inspections.** Producer shall pass all Fire and Life Safety inspections by the Office of the Marshall and maintain fire lanes and approved fire/life safety/security features outlined in all Plans described herein in Section 1N above.

(g) **Metal Detection.** Producer shall provide walk-through magnetometer metal detection devices as a first line of security for all event patrons (which shall include staff crew and artists) upon entering the Event at all points of entry. The type of metal detection device shall be pre-approved by OCPD. In addition to the walk-through magnetometer metal detection devices, wandng or a similar OCPD screening method shall also be used for individuals who fail the first metal detection device. These security measures shall be the sole expense of Producer and shall apply to all persons entering the Event, including, but not limited to attendees, event staff and contractors. Additionally, all bags shall be screened upon entry and prior to passing through the metal detection device. Any persons refusing to submit to any security measure shall not be permitted to enter the Event. All points of entry shall be clearly designated on Exhibit A. Producer's security specialist shall work with OCPD.

(h) **Coordination of Activities: Emergencies.** The Parties shall reasonably cooperate with each other and keep each other informed on an ongoing and continuous basis with respect to their activities and responsibilities in connection with the Event. In all cases of emergency, the OCPD, the Fire Marshall and/or OCFD shall have sole authority and jurisdiction to maintain public safety within the Event Area.

5. **Temporary Signage.** Producer shall have the right to temporary signage in and around the immediate vicinity of all areas of the Event Area for the purposes of Event way-finding, marketing, promotional and related uses (collectively, "Temporary Event Signage"). Producer is entitled to grant marketing, promotional, and related rights to third parties for Temporary Event Signage at the Event within the Facilities. The placement of any Temporary Event Signage and the conduct of any promotions and related activities within the Facilities, including but not limited to, promoting and/or marketing of a specific promotional or marketing platform or initiative within any product or service category, shall be in Producer's sole and absolute discretion but shall at all times comply with all Town policies. At no time shall there be any advertisement which relate to drugs, sex, tobacco, cannabis, CBD, or vaping. Alcohol or gambling signage is permissible provided no message encourages the act of gambling or promotes the consumption of alcohol. All Temporary Signage shall be removed by no later than 8:00 am Monday, September 15, 2025 and for the 2026 Event, no later than, Monday, September 14, 2026. Any damage caused by the installation and/or removal of such Temporary Signage, or the reimbursement to Town relating to said damage, shall be the sole responsibility of Producer.

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6. **Event Name.** Producer shall own one hundred percent (100%) of the rights to the Event's name and any related intellectual property ("Intellectual Property"). Producer may grant a license to Town to use the Intellectual Property for any purpose related to the Event, subject to the terms of a separate agreement if requested by either Party.

7. **Announcements.** Producer reserves the right to make announcements as Producer may deem necessary at any time in the interest of public safety in the Facilities, in substantially the form of certain communication protocol to be developed and mutually approved by the Parties following execution of this Agreement but prior to the Event. Town agrees that it will cooperate and will cause its agents and employees to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to exit the Event Area. Producer retains the exclusive right in the Event Area of technical control and crowd management, including in the event that Producer deems it necessary for crowd control purposes to control access or to shut off power in the Event Area or because of maintenance or other problems remove any of the technical personnel and/or equipment from unauthorized areas. However, in any cases of emergency, Producer shall yield to the requirements of Town's Emergency Response personnel (OCPD, OCFD, EMS and Ocean City Fire Marshall's Office, etc.) Town's Emergency response team will make good faith efforts to inform Producer of all intended action in advance provide circumstances allow.

8. **Marketing Points and Advertising.** Each Party agrees that, in appropriate marketing and promotion of the Event, Producer shall identify Ocean City as the Event location. Producer shall coordinate with Town so that necessary messaging to the attendees can be released regarding parking, trailer parking, etc. Town may provide mutually agreed upon marketing support for the Event. Producer may solicit, secure or change its sponsorships as long as it complies with any then existing Town franchises, including but not limited to any beverage franchise. **Sponsorships shall not include companies or products related to drugs, sex, tobacco, cannabis, CBD, or vaping.** Alcohol or gambling sponsorships are permissible provided no message encourages the act of gambling or promotes the consumption of alcohol.

9. **Utilities, Electricity and Bathroom Facilities.** Town will provide Producer electrical access in the Event Area. Producer shall, at its sole cost and expense, contract with third parties for the provision of utility services necessary for the Event subject to any existing Town franchise agreement, provided, however that Town shall cooperate, at no cost or expense to Town, and reasonably assist Producer with obtaining such services, including but not limited to granting reasonable access rights and easements to the applicable service providers for the purpose of installing and providing such services. Notwithstanding anything contained herein to the contrary, Town shall operate and maintain the existing municipal infrastructure serving the Event Area in good operating condition for the Event, including but not limited to utilities, lights, pipes, plumbing, sewer and water, and water drainage.

Producer shall, at its sole cost and expense, provide adequate and clean restroom facilities for the number of attendees and provide no less than twice daily cleaning.

10. **Lost Articles.** Subject to applicable laws, Producer shall have the sole right to collect and have custody of articles left in the Event Space/Facilities by persons attending the Event. Producer shall use reasonable efforts to return such property to the rightful owners in accordance

with applicable laws. Persons in Town employ shall not interfere with the collection or custody of such articles.

11. **Coordination of Activities: Emergencies.** The Parties shall reasonably cooperate with each other and keep each other informed on an ongoing and continuous basis with respect to their activities and responsibilities in connection with the Event. In all cases of emergency, the OCPD, the Fire Marshall and/or OCFD shall have sole authority and jurisdiction to maintain public safety within the Event Area.

12. **Credentials.** All Town staff, necessary to fulfill the roles/duties of Town for the Event and or to conduct any necessary inspections of the Event, and/or for any life safety purposes, (including but not limited to fire, police, EMS) shall be permitted inside all portions of **Exhibit A.**

13. INDEMNIFICATION.

PRODUCER AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD TOWN AND ITS DEPARTMENTS, PARTNERS, ALL ELECTED AND APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, INSURERS, AGENTS, PROFESSIONALS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS "TOWN PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES AND JUDGMENTS, AT LAW OR AT EQUITY, LOSSES, COSTS AND CHARGES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES), (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") TO THE EXTENT SUCH CLAIMS ARE RELATED TO (A) BODILY INJURY OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF PRODUCER PARTIES (AS DEFINED BELOW); (B) PRODUCER'S BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT; (C) PRODUCER'S VIOLATION BY PRODUCER OF INTELLECTUAL PROPERTY RIGHTS OR LAWS RELATED THERETO; AND/OR (D) PRODUCER'S VIOLATION OF LAWS RELATED TO THEIR PERFORMANCE UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PRODUCER HAS NO INDEMNIFICATION OBLIGATIONS TO THE EXTENT SAID CLAIMS ARE BASED ON THE NEGLIGENCE OR WILLFULL MISCONDUCT OF TOWN PARTIES.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR MATTERS THAT OCCUR DURING THE TERM OF THIS AGREEMENT AND SHALL NOT BE LIMITED OR CONDITIONED ON THE AVAILABILITY OF THE INSURANCE COVERAGES SET FORTH IN PARAGRAPH 14 HEREOF.

PRODUCER PARTIES SHALL BE DEFINED, FOR PURPOSES OF THIS SECTION, COLLECTIVELY AS FOLLOWS: PRODUCER AND ITS PARENTS, SUBCONTRACTORS, MEMBERS, PARTNERS, AFFILIATES, AND SUBSIDIARIES,

AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AND ALL PERSONS PROVIDING ENTERTAINMENT AT OR SERVICES TO OR THROUGH PRODUCER WITH REGARD TO PREPARATION FOR AND CONDUCT OF THE EVENT.

NOTHING HEREIN, OR ANY RELATED AGREEMENT OR ANY AMENDMENT HERETO, SHALL UNDER ANY CIRCUMSTANCES CONSTITUTE OR BE CONSTRUED AS A WAIVER OF IMMUNITIES OR LIMITATIONS OF LIABILITY THAT TOWN, ITS OFFICERS, EMPLOYEES, AGENTS, OR SERVANTS, MAY HAVE IN, BY VIRTUE OF, AND IN ACCORDANCE WITH ANY LAW, INCLUDING SOVEREIGN, STATUTORY, QUALIFIED, OFFICIAL, COMMON LAW, PUBLIC GENERAL LAW, OR PUBLIC LOCAL LAW IMMUNITY. TOWN, AS A MUNICIPAL CORPORATION, HAS BECOME A PARTY HERETO ONLY IN THE CAPACITY STATED HEREIN. NO INDIVIDUAL ELECTED MAYOR OR COUNCIL MEMBER, CONTRACTOR, EMPLOYEE, AGENT, OR SERVANT OF TOWN SHALL HAVE ANY PERSONAL LIABILITY HEREUNDER. NO INDIVIDUAL ASSOCIATED WITH PRODUCER SHALL HAVE ANY PERSONAL LIABILITY HEREUNDER. ANY INDEMNITY HEREIN OR ARISING OUT OF THIS AGREEMENT ON THE PART OF TOWN, SHALL BE ONLY TO THE EXTENT PERMITTED BY LAW AND SHALL BE SUBJECT TO THE NON-WAIVER OF IMMUNITY, LIMITATIONS OF LIABILITY AND ALL OTHER PROVISIONS OF THIS AGREEMENT. TOWN'S LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE SUBJECT TO ANNUAL BUDGET APPROPRIATION AND STRICTLY CONDITIONED

14. Insurance Requirements.

(a) Producer shall maintain, and furnish to Town, certificates attesting to the existence of the following policies of insurance with companies reasonably satisfactory to the Town:

(i) Workers' Compensation coverage as required by law, presently in Maryland One Million Dollars (\$1,000,000.00) for each accident, One Million Dollars (\$1,000,000.00) for each disease and One Million Dollars (\$1,000,000.00) disease policy limits.

(ii) Commercial General Liability insurance with a bodily injury, death, and property damage limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, and containing coverage for contractual liability, tortious liability, product liability, completed operations liability, and not less than Ten Million and 00/100 Dollars (\$10,000,000.00) general aggregate.

(iii) Commercial Automobile Liability insurance covering bodily injury (and passenger hazard), property damage and environmental damage arising from the operation of owned, leased or rented vehicles used in the performance of Services, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence; and Ten Million and 00/100 Dollars (\$10,000,000.00) general

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aggregate.

(iv) Liquor Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence; and Ten Million and 00/100 Dollars (\$10,000,000.00) general aggregate.

(v) Any other insurance which Producer is required by law to provide.

(b) The Policies set forth in subsection a above shall be endorsed to list Town Parties as "Additional Insureds" with respect to any and all Claims and the requirements of this Section; coverage shall be primary, non-contributory and without regard to the named insured's fault or lack thereof. Further, coverage for the "Additional Insureds" will apply on a primary basis for matters for which Producer is liable under this Agreement irrespective of any other insurance, whether collectible or not. Terrorism coverage will be included on all said policies of insurance and each shall include an endorsement with a waiver of subrogation in favor of Town. Producer shall ensure that all independent contractors utilized by Producer to provide services at the Event maintain appropriate Workers' Compensation insurance coverage and liability coverage, it being understood that those entities are not employees of Town. Town does not represent that the minimum required insurance is adequate to protect the interests of Producer, producer, vendor, their contractors or subcontractors or any other person or Entity.

(c) **Producer shall deliver to Town, upon execution of this Agreement** satisfactory evidence of the afore described insurance coverage on a certificate form approved by Town along with copies of the subject policies with all endorsements. All required insurance will be placed with carriers licensed to do business in the State of Maryland. Producer will provide Town with thirty (30) days written notice of cancellation or non-renewal.

(d) The insurance obligations stated in this section are independent of and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

15. **Transfer Restrictions.** Producer shall not assign, delegate or transfer, including by operation of law, sale of assets, merger or otherwise, this Agreement or any of its rights or obligations, in whole or in part, under this Agreement to any third party without Town's prior written consent, except that Producer has the right, without obtaining Town's consent, to assign, delegate or transfer any of its rights or obligations under this Agreement to any contractor providing services in connection with the Event and to any affiliate or subsidiary on the condition that Producer is not released from any liability in accordance with the terms of this Agreement.

16. **Force Majeure Event.** For purposes of this Agreement, the term "Force Majeure Event" shall be defined as the occurrence of any of the following (to the extent the same is not reasonably foreseeable at the time of drafting the within Agreement): an act of God, war, terrorism, civil commotion, casualty, extreme weather conditions, epidemics/pandemics, labor difficulties, general shortages of labor, materials or equipment, government regulations (including but not limited to the proclamation and entry of Executive Orders by the Governor of the State of Maryland which may affect the Event) or other causes beyond the reasonable control of such Party, its agents, employees,

contractors or subcontractors (other than causes related to such Party's financial condition, and the willful misconduct of the other Party to this Agreement or the default by the other Party to this Agreement). In order for a Party to benefit from an extension of time to perform as a result of a Force Majeure Event, the delayed Party must (a) have provided notice to the other Party of such Force Majeure Event within ten (10) business days after the delayed Party first learns of such event; (b) thereafter periodically keep the other Party reasonably informed by notice of such delays; and (c) have used its commercially reasonable efforts and reasonable due diligence to affect the required performance and overcome the Force Majeure Event. The provisions of this Section shall in no event be applicable with respect to the payment of money by any Party. In the event the Event is rendered impossible by reason of a Force Majeure Event, and the Event is cancelled and not rescheduled, Producer shall further be responsible for one hundred percent (100%) of the payment of Usage Fee (as applicable) if Load-in has begun and/or the Event has started. If only a portion of the Event is rendered impossible by reason of a Force Majeure Event, and Producer can completely clear the Event Space/Facility so as to restore to Town the complete use of the Event Space/Facility then the Usage Fee shall be equitably abated. In the event that the Event must be cancelled and not rescheduled due to a Force Majeure Event, neither Party shall have any responsibility or liability whatsoever for any losses that may be sustained by the other Party as a result of such cancellation except as stated herein.

17. **Notices.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by email "delivered" and "read receipt" required or certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed to a Party at its address as set forth below. All notices shall be deemed delivered as follows: (1) upon actual receipt thereof if personally delivered; (2) if mailed by regular mail, on the (5th) fifth day following deposit in the United States mail as provided above; or (3) if sent via electronic communication (e-mail), immediately upon successful transmission of the e-mail communication; or (4) if sent by facsimile, immediately upon confirmation of successful transmission of the facsimile. Any Party may change the address at which it receives notices by notifying the other Party of such change in the manner provided herein.

Copies of any notices sent to Producer shall be sent to:

Matthew Odachowski
Kickin Events, LLC
201 Belt Street
Snow Hill, Maryland 21863
Phone #: 443-783-1373
E-mail address: matt@royalplus.com

Hugh Cropper, IV
Booth Cropper & Marriner, P.C.
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
Phone #: 410-213-2681
E-mail address: hcropper@bbcmllaw.com

Copies of any notices sent to Town shall be delivered to the City Manager at the following address:

Terence J. McGean, PE
City Manager
Town of Ocean Town
301 N. Baltimore Ave.
Ocean City, MD 21842
Phone #: 410-289-8887 or
E-mail address: tmcgean@oceancitymd.gov

Copies of any notices sent to Town shall also be sent to:

Tom Perlozzo,
Director of Tourism and Business Development
Town of Ocean Town
301 N. Baltimore Ave.
Ocean City, MD 21842
Phone #: 443-235-2356
E-mail address: tperlozzo@oceancitymd.gov

Heather Stansbury, Esq.
City Solicitor's Office
6200 Coastal Hwy, Suite 200
Ocean City, MD 21842
Phone #: 410-723-1400
E-mail address: hstansbury@ajgalaw.com

In addition, for purposes of "Emergency Notices," the Parties shall contact each other telephonically and via e-mail as follows:

Matthew Odachowski
Kickin Events, LLC
201 Belt Street
Snow Hill, Maryland 21863
Phone #: 443-783-1373
E-mail address: matt@royalplus.com

Town:

Police Chief: Ray Austin
E-mail address: raustin@oceancitymd.gov

Fire Marshall (Acting): Joe Sexuaer
E-mail address: j-sexuaer@oceancitymd.gov

Fire Chief (Acting): Josh Bunting
jbunting@oceancitymd.gov

Emergency Management: Joe Theobald
E-mail address: JTheobald@oceancitymd.gov

City Manager Terence J. McGean, PE
E-mail address: tmcgean@oceancitymd.gov

Deputy City Manager, J.R. Harmon
E-mail address: charmon@oceancitymd.gov

Director of Marketing and Communications:
Jessica Waters: jwaters@oceancitymd.gov

18. **Authorized Signatories.** Each of the signatories represents and warrants that they have obtained, through Board, shareholder, managing member, partner, or governing body approval, or otherwise possess, the requisite legal authority to execute the Agreement and hereby intends to and does bind the Party on whose behalf they have provided their signatures, to the terms of the Agreement.

19. **Civil Rights.** Each Party agrees not to discriminate against any employees or any applicant for employment based on any category protected under state and federal law, and further agrees to likewise not discriminate for those same reasons against any persons relative to admissions, services or privileges offered to or enjoyed by the general public.

20. **Exhibits.** All exhibits referred to and attached to this Agreement are incorporated herein by this reference. Further, the Parties acknowledge and agree that the areas and configurations depicted in the attached exhibits represent the Parties' intent as of the date of execution of this Agreement, but that the areas depicted in the exhibits are subject to minor modifications, provided such minor modifications are mutually approved in writing signed by the Parties. The Parties agree to work together and coordinate efforts to effectuate the terms and intent of this Agreement in the case of any minor modifications to the exhibits.

21. **Default.** Each of the following shall constitute a default: (i) a Party makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (ii) a Party files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for a Party or its property, (iv) execution is issued pursuant to a judgment rendered against a Party, which judgment is related in any material respect to this Agreement or is reasonably expected to materially interfere with such Party's ability to perform its obligations hereunder, (v) a Party materially breaches any representation or warranty or defaults in the performance or observance of any of its material obligations or agreements contained herein. In the event of a material default, the non-defaulting Party may, upon delivering by personal delivery or certified mail to the defaulting Party, immediately terminate this

M.O.

Agreement and all of the non-defaulting Party's obligations hereunder if the defaulting Party fails to cure such default within ten (10) business days of receipt of such notice or in the event that such default occurs less than ten (10) business days prior to the Event, such shorter period of time as may be reasonable under the circumstances, or such shorter period if the Event is scheduled to occur sooner; provided, that such default is capable of being cured and, provided, further, that if the defaulting Party has commenced action to cure such default, it shall be given a reasonable amount of additional time prior to the Event, if any, to complete such cure.

22. **Request for Copies of the Agreement Pursuant to MPIA.** Producer recognizes that Town, as a public entity in Maryland, is subject to the Maryland Public Information Act ("MPIA"). As such, this Agreement shall be considered a public document which shall, upon request, be released in an unredacted format by Town's Municipal Clerk to any requesting Party. Therefore, there is no expectation of privacy by Producer regarding any of the terms and conditions contained in this Agreement, or to the exhibits attached hereto.

23. **Other Provisions.**

- (a) **Modification.** This Agreement may not be modified, altered or amended except by a written instrument signed by the Parties hereto. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. No course of dealing or delay by any Party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that Party, and no waiver by a Party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.
- (b) **Governing Law/Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and to be performed wholly therein without regard to any principles of conflicts of laws. The Circuit Court of Worcester County, Maryland shall at all times have exclusive jurisdiction.
- (c) **Independent Contractor.** The Parties to this Agreement are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. No Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party except as expressly set forth in this Agreement.
- (d) **Drafting.** No questions of interpretation concerning this Agreement shall be construed for or against any Party based on the consideration of authorship.
- (e) **Complete Agreement.** This Agreement embodies the entire agreement and understanding of the Party with respect to the subject matter hereof and supersedes all prior agreements or

understandings, oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same agreement. Facsimile and or electronically scanned signatures shall be deemed original for all purposes.

(f) **Binding.** The obligations and duties set forth in this Agreement shall be binding upon the Parties and their successors and permitted assigns, and the rights of this Agreement shall inure to the benefit of permitted successors and assigns. The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to conduct the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 30th day of May 2025.

WITNESS:



~~Diana Chavis, City Clerk~~
JOANN LANDON

Mayor and City Council of Ocean City

By: 

Terence J. McGean, PE
City Manager

Kickin Events, LLC

Print name MATTHEW ODACHOWSKI, Managing Member
Kickin Events, LLC Representative Member

By: 

Matthew Odachowski

ML



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.G

Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Tom Perlozzo, Tourism and Business Development Director
RE: Celebration Fireworks Contract
DATE: September 16, 2025

ISSUE(S): Procurement and Tourism has recommended the opportunity to extend its current contract with Celebration Fireworks for displays through January 2027 for July 4th, New Year's Eve, Sundae's in the Park and Downtown fireworks.

SUMMARY: This amendment will align **all** Town fireworks displays under one umbrella. Currently, several fireworks displays are not included with the current contract.

FISCAL IMPACT: Funding is included annually within the special events division for all displays.

RECOMMENDATION: Extend the Celebration Fireworks, Inc. contract for fireworks displays for the 4th of July (NSP and Downtown), NYE (NSP and Downtown), Sundae's in the Park (NSP Summer), Monday Fireworks (Downtown - Summer) through 2027, subject to Fire Marshal and Legal Counsel comments and recommendations.



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: Tom Perlozzo, Director of Tourism and Business Development
Brenda Moore, Acting Special Events Director
Matt Perry, Procurement Manager

COORDINATED WITH: Matt Perry, Procurement Manager

ATTACHMENT(S):
1. B02-23 - Contract Amendment #2 - Request Letter.pdf
2. 2025-04-23 Contract Extension.pdf
3. 2023-2025 Fireworks Display Agreement.pdf



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Monday, September 15th, 2025

Mayor and City Council, Town of Ocean City, Maryland
301 North Baltimore Avenue
Ocean City, Maryland 21842
United States of America

RE: Request Pursuant to Contract Amendment Creation for Expanded Fireworks Display Contract B02-23

Dear Mayor and City Council, Town of Ocean City, Maryland,

The original Contract for Fireworks Display (herein referenced as B02-23 – Fireworks Display) was formally Awarded to Celebration Fireworks, Inc. approximately November 16th, 2022. The Scope of Work section of the BID document(s) package for B02-23 stipulated a proposal for three (3) separate fireworks display(s) at two different locations; two (2) shows scheduled for July 4th and one (1) show scheduled for December 31st. The scope of work specified that the July 4th display(s) would be located at Northside Park and Dorchester Street and the Beach, and the December 31st display would be located at Northside Park. In the BID document(s) package specifications, a three (3) year Contract term commencing on December 31st, 2022 and expiring July 30th, 2025 was offered, with the Town reserving the right to extend the Contract period on a mutually agreed upon Amendment with the Vendor for up to two (2) one-year terms.

Between January and April 2025, The Procurement and Tourism – Special Events Department(s) identified a need to invoke a renewal of the current B02-23 Contract to extend the expiration of the Contract and in order to address a change in the Scope of Work to include services for Sundaes in the Park and Beach Fireworks Display(s) event(s) for the upcoming season. Subsequent to discussing the matter with the City Manager, Procurement issued a formal Contract Amendment for term extension and scope revision. In accordance with the B02-23 BID documents provided by the Mayor and City Council, Town of Ocean City, Maryland, Contract Amendment #1 extended the Contract for an additional one-year term, which will expire on July 30th, 2026. Additionally, the terms of the Contract were Amended to include the 2025 weekly fireworks display(s).

The current Contract has a discrepancy wherein the desired quantity of fireworks display(s) for Fourth of July, New Year’s Eve, and Special Events is insufficient and will cause a deficit. The Procurement and Tourism – Special Events Department(s) are requesting Mayor and City

MAYOR
Richard W. Meehan

CITY COUNCIL
Matthew M. James
President

Anthony J. DeLuca
Secretary

John F. Gehrig, Jr.
Jacob H. Mitrecic
Carol Proctor
Will Savage
Larry R. Yates

CITY MANAGER
Terence J. McGean, PE

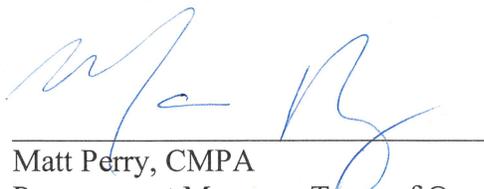
CITY CLERK
Diana L. Chavis, MMC

P.O. Box 158, Ocean City, Maryland 21843-0158 | oceancitymd.gov | City Hall: (410) 289-8221 | Fax: (410) 289-8703

Council approval to move forward with a Contract Amendment (#2) that will address this deficit. The Contract Amendment (#2) proposed would address the following items as per below:

- Invoking the second and final renewal of the B02-23 Contract term in accordance with the B02-23 BID documents provided by the Mayor and City Council, Town of Ocean City, Maryland. The Procurement Department recommends Amending the Contract expiration from July 30th, 2026 to December 31st, 2027.
- A scope of work revision to include two (2) shows scheduled for July 4th, two (2) shows scheduled for December 31st, and continued inclusion of the Sundaes in the Park and Beach Fireworks Display(s) event(s).

With Mayor and City Council, Town of Ocean City, Maryland approval, this will address the underlying deficit as an investment in Ocean City as a first-class tourist destination. The Procurement Department's intention is to formally re-bid these services in January 2028 to anticipate and address future needs. Please reach out to me with any questions at your earliest convenience. Thank you for your attention to this request.



Matt Perry, CMPA

Procurement Manager, Town of Ocean City Procurement Department

(410) 723-6647

mperry@oceancitymd.gov



TOWN OF OCEAN CITY

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CONTRACT AMENDMENT #1

This Contract Amendment ("Amendment"), is made by and between The Mayor & City Council, Ocean City, Maryland (hereinafter called 'Town') and Celebration Fireworks, Inc. doing business as a corporation hereinafter called "Successful Vendor". This Contract Amendment amends the Contract, originally entered into on November 16TH, 2022.

The Contract is amended as below:

1. CONTRACT EXTENSION AND SCOPE AMENDMENT (EFFECTIVE MAY 1ST, 2025):

- a. In accordance with the B02-23 BID documents provided by the Mayor and City Council of Ocean City, Maryland, The Town of Ocean City is extending the term of the Fireworks Display Agreement. The Contract shall hereby be extended for an additional one-year term, which will expire on July 30TH, 2026.
- b. The terms of the Contract shall be amended to include 2025 weekly fireworks display(s) for the Sundaes in the Park and Beach Fireworks weekly series of event(s). Sundaes in the Park event(s) fireworks shall be conducted on **June 8TH, 15TH, 22ND, 29TH, July 6TH, 13TH, 20TH, 27TH, and August 3RD, 10TH, 17TH, 24TH, 31ST, 2025**. Beach Fireworks shall be conducted on **July 7TH, 14TH, 21ST, 28TH, and August 4TH, 11TH, 18TH, 25TH, 2025** for a total of 21 (twenty-one) additional event(s).
- c. Event proposal pricing for the 2025 weekly fireworks display(s) shall be a not-to-exceed price of \$7,500.00 per event, which shall include all material(s), supplies, tool(s), equipment, labor, permitting, and other services necessary for this Contract.
- d. Successful Vendor agrees to undertake responsibility for all precautionary measures, including and not limited to protection of Pier display launch site with fire blankets and/or metal plating that is in line with local Fire Marshal requirements and approvals.
- e. Successful Vendor agrees to undertake responsibility for all precautionary measures, including and not limited to coverage of Beach rental boxes in designated safety zone with fire blankets that is in line with local Fire Marshal requirements and approvals.

MAYOR

Richard W. Meehan

CITY COUNCIL

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President

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Secretary

John F. Gehrig, Jr.
Jacob H. Mitrecic
Carol Proctor
Will Savage
Larry R. Yates

CITY MANAGER

Terence J. McGeen, PE

CITY CLERK

Diana L. Chavis, MMC

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Somewhere to Smile About  **Ocean City**

- f. Should an event date display be cancelled prior to set-up, Successful Vendor agrees that display shall be rescheduled to a mutually agreed date and location within the then calendar year.
- g. Signature below acknowledges acceptance of, and adherence to, a one-year term extension for Fireworks Display Agreement and Contract scope Amendment to include 2025 weekly fireworks display(s) for Sundaes in the Park and Beach Fireworks event(s).
- h. The Town reserves the right to terminate the Contract for convenience.
- i. The continuance of this Contract is contingent upon approved funding.

Except as set forth in this Amendment, the Contract is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract, and/or the Contract or any earlier Amendment, the terms of this Amendment will prevail.

SUCCESSFUL VENDOR:
Celebration Fireworks, Inc.

BY: [Signature]
 NAME: Jacob D Shuss
 TITLE: VP
 DATE: 4-21-2025

TOWN OF OCEAN CITY, MARYLAND:
Town of Ocean City, Mayor and City Council

BY: [Signature]
 TERRANCE MCGEAN
 CITY MANAGER
 DATE: 04.23.2025

Commonwealth of Pennsylvania - Notary Seal
 Susan Gorton, Notary Public
 Lehigh County
 My commission expires April 10, 2028
 Commission number 1445957

Member, Pennsylvania Association of Notaries

(SEAL)

ATTEST: [Signature]
 NAME: Susan Gorton

JOANN E LANDON
 Notary Public - State of Maryland
 Worcester County
 My Commission Expires Apr 26, 2028

(SEAL)

ATTEST: [Signature]
 NAME: Joann E. Landon
04.23.2025

DISPLAY AGREEMENT

This Agreement is made by and between Celebration Fireworks, Inc. ("CFI"), located at 7911 7th Street, Slatington, PA 18080, and the Mayor and City Council of Ocean City, Maryland ("Purchaser"), located at 301 N. Baltimore Avenue, Ocean City, Maryland 21842 on this 5th day of March 2024.

Whereas, in or around November 2022, CFI was the "Successful Vendor" of a Bid Award from the Purchaser for a multi-year firework display contract;

Whereas, on November 16, 2022, the parties entered a contract titled "Contract-Firework Display" (hereinafter "2022 Contract"), which set forth, among other things, the dates, locations, and prices for New Year and 4th of July firework displays for years 2023, 2024 and 2025 within the Town of Ocean City, and incorporated various "Contract Documents" as described therein and which were attached thereto;

Whereas Section 5.15 of the 2022 Contract references as a "Contract Document", "Celebration Fireworks Inc. (CFI) Agreements";

Whereas, prior to the execution of this Agreement, for each firework display that took place under the 2022 Contract, a new/separate "Celebration Fireworks Inc. (CFI) Agreement" has been entered as each firework display date approached;

Whereas, the parties agree that it is not practical to continue to execute individual agreements for each firework display to satisfy Section 5.15 of the 2022 Contract; and

Whereas, the parties seek to execute this Display Agreement, have it satisfy Section 5.15 of the 2022 Contract and set for all additional terms not otherwise stated in the 2022 Contract and identify the dates, locations and pricing for each firework display under 2022 Contract.

Now therefore in consideration for the terms, conditions and payment hereinafter and as set forth in the 2022 Contract, the parties further agree to the following:

1. This Agreement, entered into on the agreement date, is between the parties indicated above. All statements and terms herein shall apply to each firework display that is required under the 2022 Contract. Exhibit A is incorporated by reference as if fully re-stated herein.
2. CFI agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, all fireworks displays, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. Each display is scheduled to be produced on the Performance Date at the Display Location as set forth in Exhibit A of this Agreement set forth by the 2022 Contract.

3. PURCHASER, at its own expense, agrees to provide to CFI for each firework display: A) A suitable display location in which to stage the fireworks production, including a firing and a fallout zone acceptable to CFI in which the fireworks and fireworks debris may be ignited, rise and fall safely; B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or its property not authorized by CFI into the display site; C) The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations; and D) Access by CFI, at all times to the DISPLAY LOCATION to set up the display. If PURCHASER fails to fully comply with all requirements of A, B, C, and/or D set forth above for a specific firework display, and is provided notice by CFI of the deficiency in one or more of the above, and after given the right to remedy, fails to cure the deficiency, CFI shall have no obligation to complete the performance and Purchaser agrees to pay CFI the entire price for that particular firework display. If in its sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall; E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that CFI, (including its operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to ensure; I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live fireworks debris originating from the program.

4. Full final payment is due on the day of each firework display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, will be charged on the unpaid balance after 30 days from the date of the display. PURCHASER, by signing this Agreement, authorizes CFI to receive and verify financial information concerning PURCHASER from any person or entity.

5. PURCHASER shall have the option of unilaterally canceling any of the firework displays. If PURCHASER exercises his option, CFI will retain the DEPOSIT if it has been paid/due date has arrived. PURCHASER agrees to assume the risk of weather, and/or other causes beyond the control of CFI which may either prevent any one firework display from being safely discharged on the performance date, or which may cause the cancellation of any event for which PURCHASER has purchased a firework display, or which may affect or damage pyrotechnic equipment and material that must be placed and exposed in preparation of any firework display. It shall be within CFI's sole discretion, subject to the approval from the local authority having jurisdiction, to determine whether a firework display may be safely discharged on the performance date at the scheduled time. The decision to cancel any firework display must be made by 5:00 p.m. the day prior to the performance date to avoid incurring additional costs.

In the event of cancelation due to weather, or if any firework display cannot proceed due to government restriction, the paid deposit shall be credited to a display scheduled within twelve (12) months of the original firework display date. PURCHASER agrees to pay CFI mutually agreed upon travel, hotel stay and other expenses if incurred prior to the firework display but before the cancellation/postponement.

6. CFI agrees to furnish suitable insurance coverage in connection with the display only, for bodily injury, property damage and liability in the amount of Five Million Dollars (\$5,000,000.00) per occurrence. Such insurance shall include all individuals/entities listed on the certificate of insurance will be deemed as an additional insured per this contract. Such insurance afforded by CFI shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement: B) Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold CFI harmless from all claims and suits made against CFI for bodily injury or property damage arising from A) and B) of the paragraph.

7. If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled. This Agreement shall be interpreted under the laws of the State of Maryland. It is further agreed that the Courts of the State of Maryland shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of each firework display provided for herein.

8. Except as provided for in Section 6 in the event CFI breaches this Agreement or is otherwise negligent in performing the firework displays provided herein, PURCHASER shall, under no circumstances be entitled to recover monetary damages from CFI beyond the amount PURCHASER agreed to pay CFI under this Agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from CFI including, without limitation, for loss of income, business, or profits. Nothing in this paragraph shall be construed as a modification or limit to the insurance afforded in Paragraph 6 above.

9. It is agreed, nothing in this Agreement or in CFI's performance of each firework display provided, shall be construed as forming a partnership or joint venture between PURCHASER and CFI. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this Agreement are in writing and may only be modified by written Agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

10. Any notice to the parties required under this Agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: CELEBRATION FIREWORKS, INC., 7911 7th St, Slatington, Pennsylvania 18080. PURCHASER's address shall be the CUSTOMER address as indicated above.

11. This Agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by CFI. This Agreement may be executed in several counterparts, including faxed or scanned copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance.

SIGNED ON THIS DATE: 03/05/2024

FOR MAYOR AND CITY COUNCIL OF OCEAN CITY:

X 

FOR CELEBRATION FIREWORKS, INC.

X 

Title: **President**

EXHIBIT A

Year	Display Location	Performance Date	Total Price	Non-Refundable Deposit (to be paid 60 days in advance of the display)	Balance of Display (due on the date of the display)
2024	4 th of July - Beach Location	July 4, 2024	\$50,000	\$25,000	\$25,000
2024	4 th of July - Northside Park – Soccer Field	July 4, 2024	\$50,000	\$25,000	\$25,000
2024	New Years Eve Beach Location	December 31, 2024	\$16,000	\$8,000	\$8,000
2025	4 th of July - Beach Location	July 4, 2025	\$54,000	\$27,000	\$27,000
2025	4 th of July - Northside Park – Soccer Field	July 4, 2025	\$54,000	\$27,000	\$27,000
2025	New Years Eve Beach Location	December 31, 2025	\$17,000	\$8,500	\$8,500



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.H

Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Katie Callan, Human Resource Director
RE: General Employee Pay Table
DATE: September 16, 2025

ISSUE(S): Recommendation to increase General Employee pay table minimums and maximums.

SUMMARY: Human Resources and the Budget Director are recommending an adjustment to the General Employee pay table above what was already approved in the FY26 budget. This request will restore internal equity and relieve compression caused by the ratification of the FOP contract.

Already included in the approved FY26 Budget is an increase to the General Employee pay table of 3% to the table's minimum and maximums.

There are two recommendations:

1. Increase General Employee pay table minimums and maximums by 6%.
2. Retro Police Command Staff annual mid-point increment to 7/1/25 (previously scheduled for 1/1/26).

FISCAL IMPACT: If approved, the annual FY26 cost, above budget, would be approximately \$180,355.

RECOMMENDATION: Increase current pay table minimums and maximums by 6%.



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Decline recommendation, which will lead to internal inequity between police and general employees, as well as compression within the police department between officers in collective bargaining and command staff not covered by collective bargaining.

This would negatively impact moral and potentially the retention of employees.

RESPONSIBLE STAFF: Katie Callan, HR Director
Jennie Knapp, Budget Director

COORDINATED WITH: Terry McGean, City Manager

ATTACHMENT(S): 1. 2026 Pay Table Recommendations V2.pptx



Town of Ocean City 2026 Employee Pay Table Recommendations

Jennie Knapp, Budget Director
Katie Callan, Director for Human Resources

September 30, 2025

2026 General Employee Pay Recommendations

Included in approved FY26 Budget:

- 3% COLA
- Annual Mid-Point Increment
- Increase of 3% to pay table minimums & maximums

Recommendation:

- Increase general employee pay table minimums & maximums by an additional 3% to 6%
- Retro Police Command staff annual mid-point increment to 7/1/25 (previously scheduled for 1/1/26)



Justification

- Maintain Internal Equity following FOP Contract
- Reduce Compression between Sergeant & Lieutenant Pay
- Aligns with timing of Fire Command staff mid-point increment
- Reduces need for seven (7) Seasonal Rates

	2025 Base Rate	2025 Seasonal Rate	2026 Proposed
Surf Rescue Techs (Lifeguards):	\$19.57	\$20.00 / \$20.40	\$20.74 / \$21.15
Asst. Crew Chief SRT:	\$20.16	\$20.60 / \$21.01	\$21.37/ \$21.80
Crew Chief SRT:	\$21.8	\$22.28 / \$22.73	\$23.11/ \$23.57
Public Safety Officer II:	\$19.57	\$20.00 / \$20.40	\$20.74 / \$21.15
Bus Driver:	\$20.16	\$20.60 / \$21.01	\$21.37/ \$21.80
Bus Supervisor:	\$20.76	\$21.63 / \$22.06	\$22.01/ \$22.45
Solid Waste Worker II:	\$20.76	\$21.63 / \$22.06	\$22.01/ \$22.45



Cost

Full-time:

- Full Year: \$134,000 / Half Year (FY26): \$67,000
 - Includes \$20,000 to move Police command staff mid-point increment from January 2026 to July 2025

Part-time:

- Full Year: \$226,709 / Half Year (FY26): \$113,354

Total

- Full Year: \$360,709 / Half Year (FY26): \$180,355



Questions?





TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.I

Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: George Bendler, Planning and Community Development Director
RE: Deferred Revenue Transfer, Environmental Programs
DATE: September 25, 2025

ISSUE(S): Request to transfer money from Environmental Deferred Revenue to various projects.

SUMMARY: The Town of Ocean City collects fee-in-lieu money from Developers for projects that do not meet certain performance standards. These funds must be placed in a Deferred Revenue account and be used only for Stormwater, Critical Area, or other habitat/water quality improvement projects. There is a balance of \$458,719.19 in the Deferred Revenue accounts overseen by Environmental Programs.

Stormwater and habitat projects include the Rain Barrel Program, Critical Area Mini-Grants, Stormwater Retrofit Cost Share grants, Beach District Planting Program, BayScape planting program, Tree rebates, summer interns who work on Environmental/Habitat projects, Dune Patrol and cleanup supplies, and Environmental elements for municipal projects such as pervious pavers.

The funds proposed for transfer to the Northside Park Shoreline (NSPSHR) project are associated with a planned shoreline restoration project at Northside Park in conjunction with the Recreation and Parks Department.

We recommend transferring \$239,000 from the Deferred Revenue account.

Stormwater Maintenance Transfer	\$25,000
Critical Area Transfer	\$214,000

PROJECTS

Anti-Litter Campaign (LITTER)	\$10,000
Bayside Planting Project (BAYDST)	\$15,000
Baby Dune Project (BCHDST)	\$15,000
Stormwater Management Projects (SWMPRJ)	\$15,000
Northside Park Shoreline (NSPSHR)	\$184,000

FISCAL IMPACT: The money is currently held in the deferred account and must

be used for environmental projects. No general fund money is involved in this budget amendment request.

RECOMMENDATION: Transfer \$239,000 from the Environmental Deferred Revenue account for outlined projects.



Financially Sound Town Government

ALTERNATIVES: Do not fund environmental projects.

RESPONSIBLE STAFF: Jenelle Gerthoffer, Environmental Engineer

COORDINATED WITH: Kate Gaddis, Director of Recreation & Parks
George Bendler, Director of Planning & Community Development

ATTACHMENT(S):
1. Mitigation Fees Utilized (2023-2025).pdf
2. 2025_Deferred Account Summaries.pdf

2023 Mitigation Fund Use

Location	Project	Date	Other Dept Involved	Cost	Project Code
Northside Park	Pervious Pathways (2)	11/1/2023	PW, Tourism	\$20,874.81	SWM PRJ
Northside Park	Native Planting Installation	Nov-23	Rec and Parks (installed)	\$997.00	SWM PRJ
Townwide	Naïve Plant Giveaway	May-23		\$6,367.48	BCHST & BAYDST
TOTAL				\$28,239.29	

2024 Mitigation Fund Use

Location	Project	Date	Other Dept Involved	Cost	Project Code
Townwide	Dune Grasses Plant Grant	3/25/2024		\$558.00	1117054326040.00
Townwide	Pollinator Garden Give Away	3/29/2024		\$3,654.00	1117054326040.00
Townwide	Beach District Give Away	3/29/2024		\$3,562.00	1117054326040.00
116 Bering Road	Rain Barrel	7/31/2024		\$200.00	1-1750-431.75-10 (CSTSHR)
2800 Philadelphia Avenue	SWM Mini Grant	8/9/2024		\$5,000	001-1750-431.75-10 (SWMPRJ)
TOTAL				\$12,974.00	

2025 Mitigation Fund Use

Location	Project	Date	Other Dept Involved	Cost	Project Code
131ST Street Secondary Dune	Dune Grass Planting	1/30/2025		\$948.00	BCHST
Townwide	Beach District & Pollinator Garden Giveaway	5/19/2025		\$7,245.00	BCHST & BAYDST
13804 Fiesta Drive	Critical Area Mini Grant	5/30/2025		618.00	CSTSHR
7 & 9 140TH Street	Rain Barrel	6/10/2025		200.00	CSTSHR
Townwide	Environmental Intern	5/27/2025-Dec 2025		TBD	SWM PRJ
NSP/65TH Street/City Hall	Weather Stations	9/18/2025		2,523.12	SWM PRJ
TOTAL				TBD	

Account information

CRITICAL AREAS MITIGATION / AFFORESTATION MITIGATIO
 Fiscal year: 2025 Cr
 Opening balance: 5,525.33
 Debits: .00
 Credits: .00
 Balance: 5,525.33

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	5,525.33	5,525.33
02 August	.00	5,525.33
03 September	.00	5,525.33
04 October	.00	5,525.33
05 November	.00	5,525.33
06 December	.00	5,525.33
07 January	.00	5,525.33
08 February	.00	5,525.33
09 March	.00	5,525.33
10 April	.00	5,525.33
11 May	.00	5,525.33
12 June	.00	5,525.33

Payment information

Vendor (* indicates pending) Total

Segment/Balance Details

Fund 001 GENERAL FUND
 Department 00
 Division 00
 Activity basic 22 OTHER LIABILITIES
 Sub activity 1 DEFERRED REVENUE
 Element 30 CRITICAL AREAS MITIGATION
 Object 10 AFFORESTATION MITIGATION

	Debits	Credits	Account Balance
Opening Balance			5,525.33
Current	.00	.00	
Unposted	.00	.00	
Total	.00	.00	5,525.33

Account information

DEFERRED REVENUE / STORMWATER MITIGATION
 Fiscal year: 2025 Cr
 Opening balance: 136,642.69
 Debits: .00
 Credits: .00
 Balance: 136,642.69

Project Data

Project Entry Optional
 BUFFER AIRPORT LANDSCA .00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	102,188.14	102,188.14
02 August	.00	102,188.14
03 September	2,151.76	104,339.90
04 October	1,583.35	105,923.25
05 November	1,283.38	107,206.63
06 December	.00	107,206.63
07 January	.00	107,206.63
08 February	19,686.90	126,893.53
09 March	.00	126,893.53
10 April	2.84	126,896.37
11 May	9,746.32	136,642.69
12 June	.00	136,642.69

Payment information

Vendor (* indicates pending) Total

Segment/Balance Details

Fund 001 GENERAL FUND
 Department 00
 Division 00
 Activity basic 22 OTHER LIABILITIES
 Sub activity 1 DEFERRED REVENUE
 Element 40 STORMWATER MITIGATION
 Object 00

	Debits	Credits	Account Balance
Opening Balance			136,642.69
Current	.00	.00	
Unposted	.00	.00	
Total	.00	.00	136,642.69

Account information

DEFERRED REVENUE / CRITICAL AREAS MITIGATION
 Fiscal year: 2025 Cr
 Opening balance: 414,118.78
 Debits: .00
 Credits: .00
 Balance: 414,118.78

Project Data

Project Entry Optional
 BUFFER AIRPORT LANDSCA .00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	351,478.75	351,478.75
02 August	623.53-	350,855.22
03 September	18,682.10	369,537.32
04 October	940.82	370,478.14
05 November	8,240.55	378,718.69
06 December	12,927.27	391,645.96
07 January	3,921.73	395,567.69
08 February	11,492.50	407,060.19
09 March	10,628.79	417,688.98
10 April	847.87	418,536.85
11 May	15,413.93	433,950.78
12 June	19,832.00-	414,118.78

Payment information

Vendor (* indicates pending) Total
 MISCELLANEOUS BLDG PERMIT REFU 81,426.00

Segment/Balance Details

Fund 001 GENERAL FUND
 Department 00
 Division 00
 Activity basic 22 OTHER LIABILITIES
 Sub activity 1 DEFERRED REVENUE
 Element 30 CRITICAL AREAS MITIGATION
 Object 00

	Debits	Credits	Account Balance
Opening Balance			414,118.78
Current	.00	.00	
Unposted	.00	.00	
Total	.00	.00	414,118.78



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.J

Council Meeting September 30, 2025

TO: The Honorable Mayor, Council President and Members of Council
FROM: Terence J. McGean, PE, City Manager
RE: Installation of transatlantic fiber optic cable at the Ocean City Municipal Airport
DATE: September 25, 2025

ISSUE(S): Leasing an area for a manhole, underground conduit, and cable at the Ocean City Airport for transatlantic data cables.

SUMMARY: Ocean City was approached by two different entities about the possibility of landing a transatlantic fiber optic cable at the airport. Staff first directed both entities to representatives from the commercial and recreational fishing industries to coordinate the offshore cable locations and construction timing. Once staff was satisfied that both groups were comfortable with the project, staff worked with the Airport consultant to establish an acceptable on shore landing site and cable route. Staff then drafted an RFP for the landing site. After advertising the RFP, the two entities decided to work together and we received a single proposal from Globalinx. Staff, along with BBK (the same telecommunications attorney we used to negotiate the Crown Castle settlement) negotiated lease terms with Globalinx. The term sheet for the lease is attached.

All facilities on the airport property will be located underground.

FISCAL IMPACT: Potential \$800,000 revenue over 25 years for Airport Enterprise Fund.

RECOMMENDATION: Approve lease terms as presented.



Financially Sound Town Government

ALTERNATIVES: Change lease terms or do not approve lease.

RESPONSIBLE STAFF: City Manager Terence McGean
Public Works Director Hal Adkins
Airport Manager Jaime Giandomenico

COORDINATED WITH: BBK Attorney (Telecommunications Attorney)

ATTACHMENT(S):

1. Airport lease one page term from BBK.pdf
2. Exhibit A and B.pdf

Cable Landing Proposed Agreement

General –

The Town of Ocean City (“Town”) is the fee owner of land currently (Exhibit A) used as a General Aviation airport encumbered by pre-existing agreements with the Federal Governments for its use as an airport subject to compliance with all Federal Aviation Administration (“FAA”) rules and regulations. Understanding these prior encumbrances, Globalinx Data Center LLC, a Virginia limited liability company, having offices at 1632 Corporate Parkway, Virginia Beach, VA 23454 obligations seeks to lease identified portions of airport property for a submarine cable landing station as more particularly described on the attached Exhibit B.

Term -- 25 years (with options to extend and additional 10 years.)

Compensation -- \$800,000 for the first 4 cables.

Payments -- \$200,000 within 150 days of execution

\$200,000 when 2nd cable is operational

Starting in year 6 – \$400k balance amortized over 20 years of \$20k per year subject to three (3%) annual Escalator¹;

Growth -- Should Global require more than 4 cables, they may install for an additional 25 years for upfront payment of \$200k per cable as modified by annual escalator

Required in addition to compensation

Permits

Insurance, and

Indemnification

City will be reimbursed for any city costs associated with permitting or construction

Rules and Regulations --- All federal, state and local laws, with special emphasis on FAA.

¹ The Agreement will provide for a higher annual payment should 2nd installment of \$200k not have been made by year 6.

EXHIBIT A

PROPERTY

Lease areas within Maryland State Parcel Account Number: 2410308429:

- Area A (BMH & HDDB): Approximately 135,000 square feet of unimproved land, adjacent to existing car park.
- Area B (Front haul): Approximately 1,800 square feet of utility right of way to the edge of the Ocean City Municipal Airport property.
- Area C (Temporary Construction Area): Approximately 32,800 square feet.

DRAFT

EXHIBIT B
PRELIMINARY AREA OF LEASE

