



MAYOR AND CITY COUNCIL

REGULAR MEETING Monday, May 5, 2025 - 6:00 PM

AGENDA

- 1. CALL TO ORDER**
- 2. PRAYER AND PLEDGE**
- 3. CLOSED SESSION NOTICE AND REPORT**
 - A. Closed Session Notice and Report - Monday, May 5, 2025, 5:30 PM, to discuss Legal Matters
- 4. ITEMS PRESENTED BY THE MAYOR AND CITY COUNCIL**
 - A. Oath of Office for Ocean City Police Chief Raymond Austin
 - B. Proclamation Recognizing May 1 -7 as National Hurricane Preparedness Week
 - C. Proclamation Recognizing May as Building Safety Month
- 5. CONSENT AGENDA**
 - A. Request to Approve Minutes
 1. Work Session dated April 29, 2025
 - B. Acknowledgement of Standing Committee Draft Agendas
 1. Police Commission - May 12
 2. Tourism Commission - May 12
 3. Transportation Committee - May 13
 4. Recreation and Parks Committee - May 15
 5. Coastal Resources Legislative Committee - May 14
 6. Bicycle and Pedestrian Advisory Committee - May 21
- 6. MISCELLANEOUS REPORTS AND PRESENTATIONS**
 - A. Continued Discussion of OC Bikefest presented by City Manager Terry McGean
- 7. PUBLIC HEARINGS**
 - A. Fiscal Year 2026 Proposed Real Property Tax Rate
- 8. ITEMS REFERRED TO AND PRESENTATIONS FROM THE CITY MANAGER AND STAFF**
- 9. ITEMS REFERRED TO AND PRESENTATIONS FROM THE CITY SOLICITOR**
 - A. Second Reading - Ordinance 2025-13 to Amend Chapter 110, Entitled Zoning

(to add certain definitions related to the outdoor display of merchandise and to adopt outdoor display of merchandise standards for properties fronting Atlantic Avenue (Boardwalk) as presented at the February 11, 2025, Work Session)

- B. First Reading - Ordinance 2025-14 to Adopt the Fiscal Year 2026 Operating Budget
- C. First Reading - Ordinance 2025-15 Amends Chapter 58, Entitled Offenses and Miscellaneous provision, by adding Article VII, Entitled Sleeping, Obstructing and Storing Personal Property in Public Places.
- D. First Reading - Ordinance 2025-16 to Amend Chapter 58, Entitled Offenses and Miscellaneous Provisions (companion bill to Ordinance 2025-15 adding Article VII to ensure offenses are correctly assigned to a penalty)
- E. Resolution 2025-14 to Authorize the Disposition of Surplus Personal Property

10. COMMENTS FROM THE PUBLIC

- A. Comments from the Public Any person who may wish to speak on any matter at the Regular Meeting may be heard during Comments from the Public for a period of five (5) 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 subject on which he or she wishes to speak.

11. COMMENTS FROM THE CITY MANAGER

- A. Comments from the City Manager
 - A. Review of the May 13, 2025, draft Work Session agenda.

12. COMMENTS FROM THE MAYOR AND CITY COUNCIL

- A. Comments from the Mayor and Council

13. ADJOURN



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 3.A
Council Meeting May 5, 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: April 22, 2025

ISSUE(S): Closed Session Notice and Report

SUMMARY: A Mayor and Council closed session was scheduled for Monday, May 5, 2025, at 5:30 PM to discuss legal 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): 2. Closed Session Notice 5.5.25.doc
3. Closed Session Report 5.5.25.doc

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

DATE AND TIME: Monday, May 5, 2025 5:30 PM
PLACE: City Hall
SUBJECT: Legal Matters
VOTE: UNANIMOUS
OTHER: FOR:
AGAINST:
ABSTAIN:
ABSENT:

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

PURPOSES:

	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
	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)7	Pending and potential litigation	Attorney-client privilege

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

Prior to the open session of the Mayor and City Council being held on Monday, May 5, 2025, at 6:00 PM, a closed session was held on Monday, May 5, 2025, at 5:30 PM 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 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

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 May 5, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Lauren Davis, Government Relations Manager
RE: Oath of Office for Ocean City Police Chief Raymond Austin
DATE: April 28, 2025

ISSUE(S): Oath of Office for Ocean City Police Chief Raymond Austin

SUMMARY: Raymond Austin has been appointed the new Chief of Police for the Ocean City Police Department. With over 30 years of experience in law enforcement and a long history of community engagement, Chief Austin returns to lead the department he has served since 1991.

Originally from Pittsburgh, PA, Austin joined OCPD in 1991 as a seasonal officer and became full-time in 1994. He held numerous leadership roles, including Commander of the Criminal Investigation Division, Patrol Lieutenant, and head of various specialty units. In 2013, he graduated from the 254th Session of the Federal Bureau of Investigations (FBI) National Academy, an elite law enforcement leadership academy.

In addition to his law enforcement expertise, Austin has been deeply involved in community policing efforts such as National Night Out, Citizen's Police Academy, Play It Safe, and Coffee with Cops. After retiring in 2022, he continued serving the community as a Special Investigator with the Worcester County State's Attorney's Office. He now returns to lead OCPD, focusing on public safety, accountability, and community partnership.

FISCAL IMPACT: Not applicable

RECOMMENDATION: Not applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not applicable

RESPONSIBLE STAFF: Not applicable

COORDINATED WITH: Mayor and City Council

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 4.B

Council Meeting May 5, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Joe Theobald, Emergency Services Director
RE: National Hurricane Preparedness Week
DATE: April 28, 2025

ISSUE(S): National Hurricane Preparedness Week

SUMMARY: This proclamation recognizes the week of May 1 - 7, 2025, as Hurricane Preparedness Week in Ocean City and asks citizens to be prepared and aware of the dangers of hurricanes.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



More Livable Community for Residents

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Joseph Theobald, Emergency Services Director

COORDINATED WITH: Lauren Davis, Government Relations Manager

ATTACHMENT(S): 1. Proclamation

NATIONAL HURRICANE PREPAREDNESS WEEK
May 1 – May 7, 2025

WHEREAS, Hurricanes have been responsible for loss of life, injury and damage in the State of Maryland. High winds and water which may accompany hurricanes are particularly life-threatening in their intensity and duration; and

WHEREAS, Preparing the residents of the State of Maryland for hurricanes and the devastation that accompanies them is a function of government, dependent on the leadership of public officials, the efforts of many dedicated volunteers and professionals, and the awareness and cooperation of the public; and

WHEREAS, Federal, State, local and private organizations are improving preparedness and attempting to inform the public of the steps that should be taken to save lives and protect property to include evacuations and safety measures, flood-proofing and wind-proofing techniques and the availability of flood insurance; and

WHEREAS, Hurricane Season runs from June 1 to November 30 and by understanding the dangers associated with hurricanes and by taking reasonable precautions, the citizens of Maryland can reduce the loss of life, injury and property damage.

NOW, THEREFORE, I, Richard W. Meehan, Mayor of the Town of Ocean City, Maryland, do hereby proclaim the week of **May 1 – May 7, 2025 as NATIONAL HURRICANE PREPAREDNESS WEEK** in Ocean City and do commend this observance to all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the Town of Ocean City, Maryland to be affixed this 5th day of May in the year of our Lord two thousand and twenty-five.

RICHARD W. MEEHAN
Mayor



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 4.C

Council Meeting May 5, 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: Building Safety Month
DATE: April 28, 2025

ISSUE(S): Building Safety Month

SUMMARY: This proclamation recognizes the month of May as Building Safety Month. Ocean City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



More Livable Community for Residents

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: George Bendler, Planning and Community Development Director

COORDINATED WITH: Lauren Davis, Government Relations Manager

ATTACHMENT(S): 1. Proclamation

BUILDING SAFETY MONTH - MAY, 2025

WHEREAS, Ocean City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians--building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry – who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play; and

WHEREAS, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety – our code officials – who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and

WHEREAS, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Richard W. Meehan, Mayor of the Town of Ocean City, along with the City Council, do hereby proclaim the Month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the Town of Ocean City, Maryland to be affixed this 5th day of May in the year of Our Lord two thousand and twenty-five.

RICHARD W. MEEHAN
Mayor



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.A
Council Meeting May 5, 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: April 28, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Work Session dated April 29, 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.B

Council Meeting May 5, 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 Reports
DATE: April 15, 2025

ISSUE(S): Acknowledgement of Standing Committee Draft Agendas

SUMMARY:

1. Police Commission - May 12
2. Tourism Commission - May 12
3. Transportation Committee - May 13
4. Recreation and Parks Committee - May 15
5. Coastal Resources Legislative Committee - May 14
6. Bicycle and Pedestrian Advisory Committee - May 21

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. 2025-05-12 Police Commission Agenda.pdf
2. 2025-05-12 Tourism Commission Agenda.docx
3. 2025-05-13 Transportation Committee Draft Agenda.pdf
4. 2025-05-15 Recreation and Parks Committee.doc
5. 2025-05-14 Coastal Legislative Committee Agenda.pdf
6. 2025.05.21 BPAC Agenda #78.pdf



Ocean City, Maryland
Police Commission

OPEN AGENDA

Monday, May 12, 2025 – 9:30 AM

Public Safety Building, Third Floor Conference Room
6501 Coastal Highway

1. Call to Order
2. Approval of Minutes of the April 7, 2025 Police Commission Meeting
3. Chief Austin's Update
4. Recruiting Update
5. Other Business
6. Closed Session Notice: Following the Open Session, a Closed Session is scheduled at the Public Safety Building on Monday, May 12, 2025, as permitted under General Provision Article 3-305(b)(10) to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.
7. Adjourn

Part of this meeting may be closed to the public in accordance with the Open Meetings Act





Tourism Commission Meeting

Agenda

Monday, May 12, 2025 1:00 p.m.

Roland E. Powell Convention Center – Room 214

- 1) Approval of Minutes – February 10, 2025
- 2) Department of Tourism & Business Development Updates
 - A. Zartico Pacing Report
 - B. 150th Event Updates
 - C. BVK Presentation
 - D. Miscellaneous
- 3) Convention Center
 - A. Sports Flooring Update
 - B. State Study for Convention Center Parking, etc.
- 4) Special Events
 - A. Bike Week Updates
 - B. Miscellaneous Events/Updates
- 5) Committee Reports (submitted in writing)
 - 1) Chamber of Commerce
 - 2) HMRA
 - 3) OCDC
 - 4) Worcester County Tourism
 - 5) Art League of Ocean City
- 7) Adjourn

*Agenda Subject to Change

TRANSPORTATION COMMITTEE
PUBLIC WORKS ADMINISTRATION CONFERENCE ROOM
224 65th STREET, OCEAN CITY, MARYLAND
TUESDAY, MAY 13, 2025 @ 9:00 AM
TRANSPORTATION COMMITTEE DRAFT AGENDA

- A. Approval of March 11th, 2025, Transportation Committee Meeting Minutes
- B. Recruiting and Staffing Update
 - 1. Update on recruiting activities
 - 2. Year-over-year comparisons of number applied and on-staff
- C. Special Events
 - 1. SpringFest
 - 2. Boardwalk Rock
 - 3. Long-term plan for Convention Center development
- D. General Updates and "Follow-Ups"
 - 1. Bus Division
 - a. Analysis of rideshare data
 - b. Ridership and Deployments
 - c. Revenue
 - d. Expenses (Wages plus Overtime)
 - e. Fleet
 - f. Bus Stop Reduction status update
 - 2. Parking Division
 - a. Update on transition to meterless parking
 - b. Revenue and citations
- E. Adjourn (next meeting Tuesday, June 10th, 2025)

**OCEAN CITY, MARYLAND
RECREATION & PARKS COMMITTEE**

Thursday, May 15, 2025
Eagle's Landing Clubhouse
12367 Eagle's Nest Road
1:00 p.m.

AGENDA

Our Values: Professionalism, Accountability, Inclusivity, Health & Wellness, and Fun!

Our Mission: To enhance the quality of life for our Ocean City residents and visitors by offering safe, fun, and inclusive parks and recreation opportunities

1. Call to Order
2. Projects Updates
3. Park Rules Discussion
4. Community Parks & Playgrounds Grant/Project Proposal
5. Golf Getaway Update
6. Summary of Operational Updates
7. Other Business from Committee or Department
8. Adjourn

Part of the meeting may be closed to the public in accordance with the Open Meetings Act.

Coastal Resource Legislative Committee (Green Team)

Agenda

May 14, 2025

11:00 - 12:00 PM

Executive Conference Room Conference Room

(1st Floor at City Hall - 301 Baltimore Ave.)

1. Introductions and greeting - 5 min
2. Litter Free OC Campaign - 10 min
 - Adopt-Your-Beach - OC Surf Club 3 min
 - Adopt-Your-Street - MCBP 3 min
 - Beach Heroes OC Update - Leslie 3 min
 - Spring Community Clean Up – Jenelle 1 min
3. Bucket Tree Update– Joann 5 min
4. Sustainable Maryland Certification- Jenelle 15 min
5. Update from Green Team Members - 10 min

Next Meeting July 9, 2025 – 11 to 12pm

Executive Conference Room, City Hall, 301 Baltimore Ave

Part of the meeting may be closed to the public in accordance with the MD Open Meetings Act.





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

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

DATE: Wednesday, May 21, 2025
TIME: 2:00 PM
LOCATION: 65th Street Public Works Campus
Procurement Conference Room
214 65th Street, Ocean City, MD 21842
RE: OC BPAC Meeting **#78**

DISCUSSION ITEMS:

- 78.1 Review & Approve 2025.04.16 Meeting Minutes and Action Items
- 78.2 SHA Pedestrian Safety Committee (Dan Wilson)
- 78.3 Boardwalk Bike Rack Dedication Program (Mary Wiedorfer, Joe Kurtz, Hal Adkins)
- 78.4 Oceanside Street End Bike Racks (Mary Wiedorfer, Joe Kurtz)
- 78.5 Bike Lights, Donations, Promotional Items (Nathan Kutz, Mike Steinen, Joe Marx)
- 78.6 Wayfinding (George Bendler)
- 78.7 Delineated Bike Lanes (Hal Adkins, Joe Kurtz, Dan Wilson)
- 78.8 Engineering Improvements (Joe Kurtz)
- 78.9 Bylaw Update to Add Honorary BPAC Members
- 78.10 Open Session

Next OC BPAC Meeting: 2025.06.18 | 2:00 PM | 65th Street Public Works Campus.

Part of this meeting may be closed to the public in accordance with the Open Meetings Act.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 6.A

Council Meeting May 5, 2025

TO: The Honorable Mayor, Council President and Members of Council
FROM: Terence J. McGean, PE, City Manager
RE: Bikefest
DATE: April 23, 2025

ISSUE(S): The current promoter of Bikefest, OC Jams, LLC, is in default of the existing contract which provided for the 2025 Bike Fest Event ("Event") and, therefore, that contract has been terminated. A long-time sponsor of the Event has requested that his entity, Kickin Events, LLC, enter a two-year contract (2025 and 2026) to hold the Event.

SUMMARY: The Town entered into a 3-year contract with OC Jams LLC to allow them to produce Bikefest in the Inlet Parking Lot in 2023, 2024, and 2025. That contract was terminated based on OC Jams, LLC's default.

Kickin Events, LLC would like to enter into a contract with the Town to hold the Event. In consideration of Kickin Events, LLC's request, the Town has generally put forward terms. Kickin Events, LLC has asked the Town to consideration different terms. The term sheet provided herein outlines the status of Town Staff and Kickin Events, LLC discussions.

The Council now needs to decide (1) whether any Event should occur in 2025 (or potentially beyond); and if there should be an Event then, (2) what should be terms of the contract with the new Promoter?

FISCAL IMPACT: The Contract with OC Jams, LLC would have required that in 2025 it would pay \$55,872 as a Usage Fee for inlet parking lot to offset the loss of parking revenue, \$2 per ticket sold to the Town to cover other Town expenses associated with the event and under a separate contract, \$35,173 for the use of the Convention Center for \$35,766.

Kickin Events, LLC is asking that all 2025 fees to be waived and that 2026 the \$2 per ticket charge be waived.

RECOMMENDATION: The Council should decide what terms it wants to offer to Kickin Events, LLC.



1st Class Resort and Tourist Destination

ALTERNATIVES: Do not hold the Event in 2025.

RESPONSIBLE STAFF: Terence McGean, City Manager
Tom Perlozzo, Director of Tourism and Economic Development
Heather Stansbury, City Attorney

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Bikefest 2025 Terms.docx
2. OC Bike Fest Signed Agreement.pdf

BIKE FEST – TERM SHEET

	TOWN	KICKIN EVENTS
Term	1 year (2025)	2 years (2025 and 2026)
Fees	Waive all fees (\$2.00 a ticket, Usage - \$55,872, Convention Center - \$35,173 for one year only.	Waive all fees for '25 and in '26 waive the ticket fees, but will pay Usage Fee and Convention Center Fee.
Footprint	Same as always (IPL/OCCC)	Expand event to include 4 th Street Park, which will have vendors and a small entertainment venue. (how many days the Event will take place at 4 th Street is unclear and needs to be clarified by the Promoter)
Start Time	Same as always – IPL 4 pm to 11 pm OCCC 11am to 7pm	Open IPL, OCC and 4 th Street 10:00 a.m. each day
Fireworks	Not in the current contract	Firework display in '25 to commemorate 9/11
Set-up	No calendar problems with '25. Load-in and Load-out will occur as set forth in the original contract. If the Promoter obtained a contract for year 2 ('26) and kept the same load-in schedule as Bike Fest generally required, a full or partial closure of the inlet parking lot would be required over, all or a portion of, Labor Day weekend, which staff does not support.	If the Council were to approve a 2-year contract the Promoter will not require any portion of the inlet parking lot to be closed over any portion of Labor Day Weekend. (the Council should explore this proposed term further with the Promoter)

OC Bike Fest AGREEMENT

This Agreement is made on this 28 day of August 2023 by and between the **Mayor and City Council of Ocean City**, 301 N. Baltimore Ave., Ocean City, Maryland 21842 (hereinafter "**Town**") and **OC JAMS, LLC** with an address of 1440 Edgewood Ave., Ste. 405, Mukwonago, Wisconsin 53149 (hereinafter "**Producer**") to hold an Event known as "OC Bike Fest" ("**Event**") intended to be held in Ocean City as a multi-year 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) The term of this Agreement shall be for three (3) consecutive years, and shall include a 2023, 2024, and 2025 Event with the specific dates and times specified herein for the Event and for Load-in and Load-out. Each day of the Event shall be open to the public beginning no earlier than 12 p.m. and ending no later than 11:00 p.m.

- i. 2023 Event: The Event shall be from Wednesday, September 13 through Saturday, September 16, 2023.
- ii. 2024 Event: The Event shall be from Wednesday, September 11 through Saturday, September 14, 2024.
- iii. 2025 Event: The Event shall be from Wednesday, September 10 through Saturday, September 13, 2025.

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 conducting all related activities and operations within the Event Area. The Event may include live musical entertainment, concessions, sale of food and beverages, sale of 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 after the 2023 Event shall be submitted by Promoter to Town One Hundred and Twenty (120) days prior to the Load-in for each Event year 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 Town's 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. 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"). In 2023 Producer may use Town's Entertainment License for the sale of the Alcohol and in all other years, Producer must either seek to obtain 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. In all years, Producer must follow all rules and regulations of 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 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 conclude by 11:00 p.m. each night. There shall be no fireworks or any other type of pyrotechnics either as part of the Event and/or by any performance or artist within the Event unless a Firework/Pyrotechnic Addendum is hereto and signed by the Parties.

(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.

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

(i) 2023 Event.

a. Load-in – Early tent Load-in shall take place Tuesday, September 5, 2023 and coordinated with Town. Event fencing shall be set Sunday, September 10, 2023. Further load-in shall be Monday and Tuesday, September 11-12, 2023 from 7:00 am until 7:00 pm and Wednesday, September 13, 2023 from 7:00 am until 12:00 pm.

b. Load-out – Load-out must be completed by 11:59 pm Sunday, September 17, 2023. All rental equipment and Event items must be removed from the Event Area by 10:00 pm Tuesday, September 19, 2023.

(ii) 2024 Event.

a. Load-in – Early tent Load-in shall take place Tuesday, September 3, 2024 and coordinated with Town. Event fencing shall be set Sunday, September 8, 2024. Further Load-in shall be Monday and Tuesday, September 9-10, 2024 from 7:00 am until 7:00 pm and Wednesday, September 11, 2024 from 7:00 am until 12:00 pm.

b. Load-out -Load-out must be completed by 11:59 pm Sunday, September 15, 2024. All rental equipment and Event items must be removed from the Event Area by 10:00 pm Tuesday, September 17, 2024.

(iii) 2025 Event.

a. Load-in – Early tent Load-in shall take place Tuesday, September 2, 2025 and coordinated with Town. Event fencing shall be set Sunday, September 7, 2025. Further Load-in shall be Monday and Tuesday September 8-9 2025 from 7:00 am until 7:00 pm and Wednesday, September 10, 2025 from 7:00 am until 12:00 pm.

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.

(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 acquire 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 Sunday, September 10 through Sunday, September 17;
 - iii. Sewer and water in food court section of the Event Area;
 - iv. Boardwalk Trams in operation on the following dates and times:
 - 1. Wednesday through Saturday on the days of the Event from 3:00 pm-11:30 pm;
 - v. Police Personnel as follows:
 - 1. Control vehicular access to the Inlet Parking Lot at S. 1st St
 - 2. Overnight security (one (1) patrol inside the gate and one (1)patrol outside the gate;
 - 3. Color Guard for opening ceremony;
 - 4. Provide personnel to facilitate the Boardwalk parade on Saturday morning. Parade starts at 10:00 am;
 - vi. Free bus service for attendees showing approved wrist band ticketing;
 - vii. West Ocean City Park 'n Ride shuttle service for attendees showing approved wrist band ticketing;
 - viii. Parking passes (up to fifty [50]) for Event vendor use;
 - ix. Public Works services as follows:

1. Twenty (20) cones to the Convention Center;
2. Metal fencing, benches, trash cans and picnic tables to the Inlet Parking Lot;
3. Cone off tent locations in the Inlet Parking Lot.

(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.

(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. Wild Bill's soda must be Coca-Cola product-based.

(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 seventy-five (75) 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. In 2023 however this timeline shall be modified to the initial submission shall be by August 7, 2023, and the Final Plan must be approved by August 30, 2023. 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
- (d) 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 seventy-five (75) 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. In 2023 however this timeline shall be modified to the initial submission shall be by August 7, 2023 and the Final Plan must be approved by August 30, 2023. 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 ear pieces 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 seventy-five (75) 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. In 2023 however this timeline shall be modified to the initial submission shall be by August 1, 2023 and the Final Plan must be approved by August 30, 2023. 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.

(iv) **Overall Operations Plan.** This Plan shall be submitted to Town’s Private Event Coordinator. An initial submission date shall be no later than seventy-five (75) 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. In 2023 however this timeline shall be modified to the initial submission shall be by August 7, 2023 and the Final Plan must be approved by August 30, 2023. 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 seventy-five (75) 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. In 2023 however this deadline shall be August 10, 2023. 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. In 2023 however this deadline shall be August 30, 2023. 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). In 2023 however this deadline shall be no later than 21 days from submission. 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. In 2023 however this shall not be applicable;

b. Less than sixty (60) days but greater than forty-five (45) days prior to the Event - \$150.00. In 2023 however, this deadline shall be not be

applicable.

c. Less than forty-five (45) days but greater than thirty (30) days prior to the Event – \$300.00. In 2023 however, this deadline shall be not be applicable.;

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.

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.**

(i) For the 2023 Event, Producer shall pay Town the sum of Fifty Thousand Three Hundred Ninety-Five and 00/100 Dollars (\$50,395.00) on or before October 17, 2023 in asset and support fees as well as private event fees

(ii) For 2024 and 2025 Events, the Usage Fee shall be determined as per Town's Policy and Procedures related to Private Events existing at that time. Town shall disclose Usage Fee for review by Producer no less than One Hundred Twenty (120) days prior to the Event start. The actual Usage Fee invoice shall be submitted to Producer seventy-five (75) days prior to the Event start. 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, Producer agrees to pay Town the sum as invoices, following submittal of the Private Event Application by check or credit card, on or before the close of business thirty (30) days post-invoice. 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. "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 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.** In 2023 the Town shall not receive any portion of the ticket sales from the Event. In each year thereafter, in addition to the Usage Fee, Promoter shall pay to Town the sum of **Two and 00/100 Dollars (\$2.00)** per ticket for every ticket sold regardless of the type of ticket. The number of tickets sold shall be determined by Promoter's audit (the "Audit"), and shall include tickets of every type (i.e., single day, entire weekend, etc.) that are sold, but shall not include complimentary tickets or tickets given to artists or sponsors by Promoter or tickets which are refunded. Promoters agrees that it shall provide Town no later than twenty (20) days after the last day of the Event each year (for example in 2024, October ____, 2024) the Audit which shall be certified by an officer of Promoter to be true and accurate and signed under the penalties of perjury. All payments due to Town as provided for herein shall be based upon the final Audit, and shall be made no later than ten (10) days following the production of the Audit by Promoter to Town each year, by certified check or bank wire, without previous demand therefor and without any offset or deduction whatsoever. If, after such Audit, any tickets are subsequently refunded, Town will refund the amounts paid with respect to such refunded tickets.

(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 Town at a cost of Fifty Dollars (\$50.00) per permit. Permits are valid 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.

(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 contract 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, wand 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 Festival. 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 18, 2023. 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.

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, Water 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 water and other 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. **PRODUCER PARTIES 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 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 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 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:

Kathy Michael
OC JAMS, LLC
1440 Edgewood Ave., Ste. 405
Mukwonago, Wisconsin 53149
Phone #: 262-378-4668
E-mail address: kathy@ocbikefest.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:

Kathy Michael
OC JAMS, LLC

1440 Edgewood Ave., Ste. 405
Mukwonago, Wisconsin 53149
Phone #: 262-378-4668
E-mail address: kathy@ocbikefest.com

Town:

Police Chief: Ross Buzzuro

E-mail address: policechief@oceancitymd.gov

Fire Marshall: Josh Bunting

E-mail address: JBunting@oceancitymd.gov

Fire Chief: Rich Bowers

E-mail address: RBowers@oceancitymd.gov

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

City Manager Terence J. McGean, PE
E-mail address: tmcgean@ocenacitymd.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 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) 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) 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 5th day of September 2023.

WITNESS:



Diana Chavis, City Clerk

Mayor and City Council of Ocean City

By:



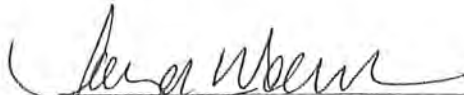
Terence J. McGean, PE
City Manager

OC JAMS, LLC

By:

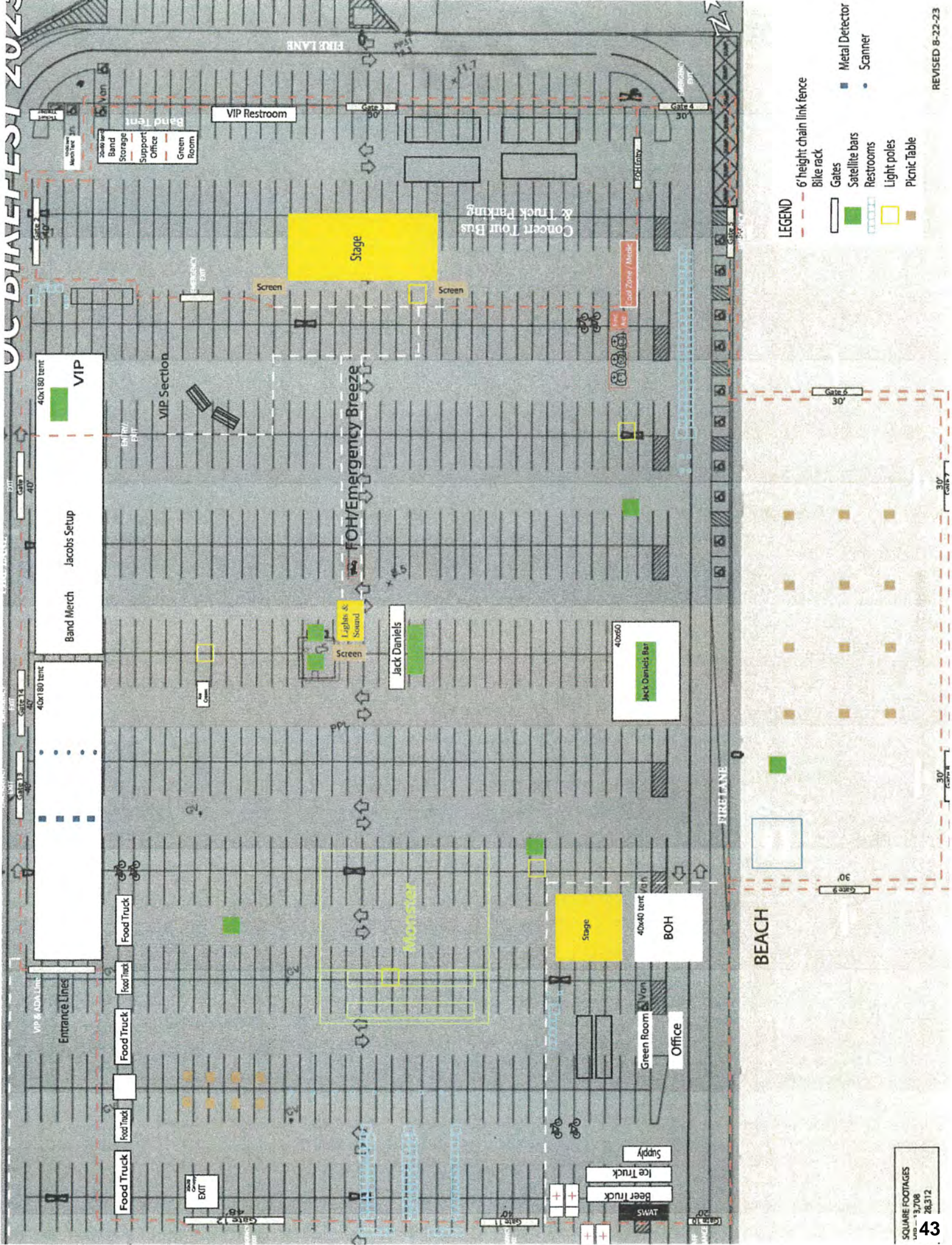


Kathy Michael



Print name Tanya Warner
OC JAMS, LLC Representative

EXHIBIT A
EVENT AREA



LEGEND

- 6' height chain link fence
- Bike rack
- Gates
- Satellite bars
- Restrooms
- Light poles
- Picnic Table
- Metal Detector
- Scanner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2310

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 757-647-5844 757-305-9646

Choice Insurance Agency
5544 Greenwich Rd, Ste 200
Va Beach, Va 23462

CONTACT

NAME:

PHONE (A/C, No, Ext): 757-647-5844

FAX (A/C, No): 757-305-9646

E-MAIL ADDRESS: joann.emmons@choiceins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Northfield Insurance Company

INSURER B : HDI Global Specialty SE

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

OC Jams, LLC
W1166 Hidden Oaks Drive
East Troy, WI 53120

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	APP33704172	09/10/2023	09/18/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	APP33704172	09/10/2023	09/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>	1BEX3139	09/10/2023	09/10/2023	EACH OCCURRENCE \$ AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Roland E Powell convention Center, The Maryland Stadium Authority, their agents, assignees & representatives, Mayor and City Council, Town of Ocean City, 301 Baltimore Avenue, Ocean City, Maryland 21842 and Town Hall Ocean City Maryland are named as additional insureds.

CERTIFICATE HOLDER

Town Hall Ocean City Maryland
301 N Baltimore Ave (3rd St)
Ocean City, MD 21843

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Ann Emmons, Agent

© 1988-2010 ACORD CORPORATION. All rights reserved.



**OCEAN CITY FIRE DEPARTMENT
OFFICE OF THE FIRE MARSHAL**

P. O. Box 158
Ocean City Maryland 21843
(410) 289-8780

Fireworks Display Permit

PERMIT NO. 23-60000157

Bikefest

1. Representative demonstration shall occur prior to concert.
2. Updated Life Safety Evaluation shall be submitted to include the addition of pyrotechnics

In accordance with the provisions of the Ocean City Fire Prevention and Protection Code Chapter 34 of the Town of Ocean City Code, the applicant is hereby authorized to conduct a public fireworks display. Applicant/shooter understands this permit does not authorize overnight storage of explosives/fireworks.

Permit Use Location: Inlet Lot - 807 S. Atlantic Ave

DATE OF PROPOSED DISPLAY- 9/15/2023 @ 8 pm **RAIN/WIND DATE** n/a

Company Providing Fireworks Pyrotek Special Effects, Inc

Shooters Name Jennifer Nelson **Shooters Permit #** 027 **Expiration date** 10/1/2023

Resolution 2002-07 Permit Fee: \$250.00

Permit Date Expiration: 9/15/2023

Permit Issued To: Jennifer Nelson/Kathy Michael

Phone # 443-869-0640
289-301-5322

Address: 60 Renfrew Dr., Suite 260, Markham Ontario L3R 0E1

1440 Edgewood Ave, Unit 405, Mukwonago, WI 53149

The issuance of this permit is based upon the information contained in the application only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions.

Copy of this permit, attached fireworks instructions, copy of application and site plan for public fireworks display shall be in the possession of the fireworks shooter in charge or the sponsor on site at the time of the display.

This permit shall be automatically revoked if misused or if the provisions of the appropriate fire codes, which govern this particular permit, have not been followed and/or inclement weather prevails.

I hereby certify that I have been made aware of the conditions and requirements attached and agree to comply with those requirements. I understand that failure to comply with the attached conditions would mean cancellation of this permit and possible denial of future permits.

Applicants Signature [Signature] **Date** _____

Signature of Fire Official Joseph Sexauer **Date** _____

Digitally signed by Joseph Sexauer
Date: 2023.08.02 08:47:47 -0400

Revised 7/14/09



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 7.A

Council Meeting May 5, 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: FY26 Proposed Real Property Tax Rate
DATE: April 29, 2025

ISSUE(S): Public Hearing: FY2026 Real Property Tax Rate

SUMMARY: The proposed tax rate is .4426 per \$100 of assessed value which mirrors the FY25 tax rate. The FY26 budget totals \$181,883,727, with a General Fund budget of \$119,920,345. FY26 proposed budget details are summarized with Ordinance 2025-14 scheduled for first reading on tonight's agenda.

FISCAL IMPACT: See summary.

RECOMMENDATION: Open public hearing for testimony and close public hearing.



Financially Sound Town Government

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Terence McGean, City Manager
Jennie Knapp, Director of Budget and Management

COORDINATED WITH: Department Directors

ATTACHMENT(S): 1. Public Hearing Legal Notice - FY2026 Proposed Operating Budget.docx

[Seal]

NOTICE OF PUBLIC HEARING

MAY 5, 2025, AT 6:00 PM

TOWN OF OCEAN CITY

RE: FISCAL YEAR 2026 OPERATING BUDGET

A Public Hearing is scheduled on Monday, May 5, 2025, at 6:00 p.m., at the Regular Meeting of the Mayor and City Council, in the Council Chambers of City Hall located at 301 Baltimore Avenue, Ocean City, Maryland, 21842. The purpose of the public hearing is to consider the adoption of the Fiscal Year 2026 Proposed Operating Budget as presented during multiple budget meetings from March 31 to April 8. The Fiscal Year 2026 Proposed Operating Budget sets the tax rate at .4426 per \$100 of assessed value which mirrors the Fiscal Year 2025 tax rate. Real property tax revenues will increase by \$5,714,137. The proposed budget and budget meeting video links are available online at <https://oceancitymd.gov/oc/departments/city-manager/town-of-ocean-city-budget/>. Proposed budget details will be published for two weeks prior to its scheduled adoption on second reading at the May 19 Mayor and Council Regular Meeting.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 9.A
Council Meeting May 5, 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: Ordinance 2025-13, Outdoor Display of Merchandise Standards (Boardwalk)
DATE: April 15, 2025

ISSUE(S): Second Reading - Ordinance 2025-13, Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (Boardwalk), adds certain definitions related to the outdoor display of merchandise and adopts outdoor display of merchandise standards for properties fronting Atlantic Avenue (Boardwalk) as presented at the February 11, 2025, Work Session.

SUMMARY: Outdoor displays are permitted along the Boardwalk through the adoption of Town Code Section 110-884. Enforcement standards in subsection 110-884(c) were last updated by Ordinance 2024-17.

Section 110-884 needs to be repealed and replaced to (1) create a clearer set of parameters for displays; (2) facilitate a more cohesive tenant aesthetic that reduces visual clutter; (3) improve the appearance of the Boardwalk and visitor experience; (4) address safety concerns; (5) provide all merchants with consistent opportunity for Outdoor Displays; and (6) improve enforcement.

Additional code provisions (primarily A-Frame signs in Section 66-16(14)) will require amendment to be consistent with the new Outdoor Display provisions and those proposed changes are all addressed in the Work Session presentation.

On Tuesday, March 4, 2025, the Planning and Zoning Commission was presented the proposed code amendments to Chapter 110, Zoning, following staff review and recommendation. Subsequently, the Planning and Zoning Commission conducted a public hearing on Tuesday, March 18, 2025, to consider the above referenced amendment.

FISCAL IMPACT: None

RECOMMENDATION: Adopt Ordinance 2025-13.



ALTERNATIVES:	Defer to Mayor and Council
RESPONSIBLE STAFF:	Director of Planning and Community Development George Bendler
COORDINATED WITH:	City Solicitor Heather Stansbury Deputy City Manager - JR Harmon
ATTACHMENT(S):	1 . ORD 2025-13 - Amend Chapter 110-Zoning, Outdoor Displays (1).pdf 2 . #25-14100001 Outdoor Display of Merchandise PZC recommendation letter_signed.pdf 3. 25-03-18_Town_of_OC_Planning____Zoning__final (4)_.pdf 4. Outdoor_Display_guide.pdf

First Reading _____

Second Reading _____

ORDINANCE 2025 - 13

AN ORDINANCE TO AMEND CHAPTER 110, ENTITLED ZONING, ARTICLE I, ENTITLED IN GENERAL, SECTION 110-2, ENTITLED DEFINITIONS; ARTICLE V, ENTITLED SUPPLEMENTAL REGULATIONS, DIVISION 1, ENTITLED GENERALLY, SECTION 110-884, ENTITLED OUTDOOR DISPLAY OF MERCHANDISE STANDARDS FOR PROPERTIES FRONTING ON ATLANTIC AVENUE (BOARDWALK), OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND

WHEREAS, Charter Sections 801-803 state the Mayor and City Council of Ocean City shall have the power to regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes; and

WHEREAS, Charter Section 414 states the Mayor and City Council of Ocean City has the power to pass ordinances to (43) remove all nuisances and obstructions from the streets, lanes and alleys and from any lots adjoining thereto, or any other places within the limits of the town; and (58) address zoning matters; and

WHEREAS, the Town Code section related to outdoor displays of merchandise on the Boardwalk lacked the necessary clarity for business owners and Town staff; and

WHEREAS, the Town staff and the Ocean City Development Corporation have received complaints regarding the outdoor displays of merchandise on the Boardwalk; and

WHEREAS, many outdoor displays are not in compliance with the Town; are encroaching on neighboring businesses and encroaching on the Boardwalk creating a safety hazard for pedestrians, bicycles and emergency vehicles; blocking visibility and blocking or cluttering the necessary ingress/egress from businesses for fire safety; and

WHEREAS, many displays include items that are subject to being blown around the Boardwalk endangering the public; and

WHEREAS, in order to protect the public and create clear parameters for outdoor displays of merchandise on the Boardwalk, the Mayor and City Council desire to amend Section 110-2 and 110-884.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT CHAPTER 110, ENTITLED ZONING, ARTICLE I, ENTITLED IN GENERAL, SECTION 110-2, ENTITLED DEFINITIONS; ARTICLE V, ENTITLED SUPPLEMENTAL REGULATIONS, DIVISION 1

LAW OFFICES

AYRES, JENKINS,
GORDY & ALMAND, P.A.SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

ENTITLED GENERALLY, SECTION 110-884, ENTITLED OUTDOOR DISPLAY OF MERCHANDISE STANDARDS FOR PROPERTIES FRONTING ON ATLANTIC AVENUE (BOARDWALK), OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND, BE AND THEY ARE HEREBY AMENDED, AS FOLLOWS:

...

Chapter 110 – ZONING

...

ARTICLE I. – IN GENERAL

...

Sec. 110-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Boardwalk means the manmade promenade that runs parallel to the beach and is designated or referred to as "Atlantic Avenue" or the "Boardwalk." The Boardwalk runs from South Second Street to 27th Street. A map depicting the Boardwalk is available for inspection and copying at the Office of the Town Clerk, located at 301 N. Baltimore Avenue, Ocean City, Maryland 21842.

...

Display, free-standing outdoor means a self-supporting structure used for showcasing merchandise without requiring attachment to a wall, ceiling, structure or other fixture.

Display, wall mounted outdoor means a presentation of merchandise attached to the exterior of a structure with a rack or other device and shall include any type of framed merchandise boards.

...

Feather flag means a vertically oriented banner attached to a single pole allowing the fabric to hang loose at one (1) or two (2) of the four (4) corners and designed to move in the wind.

...

Street end or street ends means the areas or portions of the Boardwalk located at the Boardwalk's intersection with an east-west street, which may be more clearly delineated by

the east and west edges of the Boardwalk, and by invisible lines extending across the Boardwalk, as a continuation of the northern and southern edges of the east-west street.

...

ARTICLE V. - SUPPLEMENTAL REGULATIONS

...

DIVISION 1. – GENERALLY

...

~~Sec. 110-884. Outdoor display of merchandise standards for properties fronting on Atlantic Avenue (boardwalk).~~

(a) ~~Properties displaying merchandise outdoors fronting the boardwalk shall be subject to the following:~~

- ~~(1) An annual display permit, issued by the zoning administrator, is required for outdoor display of merchandise. It is required that the display permit application be reviewed for recommendation by the OCDC Boardwalk Committee (BC) Review Committee. The BC review committee shall consist of five persons, recommended by the BC, to be appointed by the Mayor and City Council of Ocean City. Two committee members shall be representative of boardwalk retail merchants, with a quorum required of three members. If the BC review committee recommends against the issuance of the display permit, it shall state, in writing, to the zoning administrator, the reasons for the unfavorable recommendation. Upon review by the zoning administrator, the zoning administrator may grant or deny the display permit. Any applicant aggrieved by the decision of the zoning administrator may file an appeal to the board of zoning appeals as set forth in this chapter.~~
- ~~(2) A copy of the approved plans for display of merchandise must be conspicuously displayed on the premises.~~
- ~~(3) No merchandise, signs or other items shall encroach into the boardwalk right-of-way (property line) other than as allowed by other provisions of this Code.~~
- ~~(4) Framed merchandise such as decals or t-shirts, is to be treated as outdoor display, not signage. The square footage of these panels is counted toward the total square footage allowed for outdoor display. The total amount of wall merchandise may not exceed 30 percent of exterior walls. The boards may not exceed ten feet in height. These display boards do not require sign permits as they are considered merchandise of outdoor display.~~
- ~~(5) Display areas may be utilized for certain activities such as a caricaturist, henna tattoo artist, hair wraps and the like. Square footage of amenity displays (henna, hair wraps, etc.) is considered part of the outdoor display and counts toward the allowable display square footage. Display boards showing examples of designs are considered display of merchandise and count toward allowable square footage.~~

- ~~(6) Properties fronting the boardwalk south of 3rd Street are allowed 30 percent of the total wall space or pad space in aggregate for display.~~
- ~~(7) Properties fronting the boardwalk north of 3rd Street are allowed outdoor display of merchandise based on 30 percent of the pad area measured ten feet distance from the property line adjacent to the boardwalk to the face of the main building by the width of the pad in front of the main building.~~
- ~~(8) Decorative and functional amenities are allowed and encouraged in the ten-foot area abutting the boardwalk to enhance the display and the boardwalk experience. These amenities may include live plantings (no plastic or silk plantings), and attractive seating such as benches and chairs for the comfort of the visitors. The amenities must be well maintained throughout the entire season.~~
- ~~(9) All approved display areas shall be clearly delineated on the pad surface with some type of permanent markings that can be easily identified by enforcement personnel. The various display areas outlined above shall be arranged in such a manner to avoid clutter.~~
- ~~(10) No display may exceed five feet in height, except other items deemed appropriate by the BC such as surfboards, windsocks, kites, sunglass racks which are manufactured at six feet, and open umbrellas of six feet, eight inches clearance from grade, used to protect merchandise display from sun damage.~~
- ~~(11) Items displayed shall be representations of the greater range of products within the store. Only items sold inside the store may be displayed outside.~~
- ~~(12) Display stands, boxes, bins, clothes poles, racks, hermit crab cages, sunglass racks, etc., shall be of uniform size, type and materials to create an attractive and cohesive shopping district.~~
- ~~(13) All merchandise displayed outside must be able to be placed inside the store during inclement weather, and the store must continue to meet life safety regulations in order to remain open, if the merchandise is displayed inside.~~
- ~~(14) All display, including display racks and bins, shall be moved inside the store when the store is not open for business.~~
- ~~(15) The entire display pad/floor surface shall be maintained and kept cleaned regularly.~~
- ~~(16) Graffiti shall be removed from the premises in accordance with section 302-9, Defacement of property, of the 2006 International Property Maintenance Code.~~
- ~~(17) All coin-operated vending machines shall be kept in compliance with section 110-335(6).~~
- ~~(18) All sales registers and sales transactions shall be located and conducted within the enclosed building.~~
- ~~(19) No business may create a barrier between businesses by using merchandise or signage to inhibit the flow of traffic from one business to another. There must be a 24-inch walkway between businesses.~~

- (20) Each store is allowed one A-frame sign for each 25 linear feet of store frontage facing the boardwalk. The A-frame signs may not exceed 17.5 square feet on each side and nothing may be attached to the A-frame that extends above, on the edges, or extends beyond the frame. The A-frame may not exceed 60 inches in height including the legs. Signs may be two-sided. A-frame signs will not require a separate sign permit. They will be part of the display permit but will not be deducted from the allowed display area. A-frame signs shall be professionally constructed and lettered.
 - (21) A-frame signs which are part of the display shall be removed when the business is not open for business.
 - (22) All other signage shall obtain necessary sign permits.
 - (23) Prohibited items: unclad mannequins; promotion of alcohol and cannabis, illegal drugs and paraphernalia, tobacco products, firearms, knives, offensive adult materials, products containing or displaying profanity, sexually explicit messages, or obscenity, sound amplification arranged or directed towards the outdoors and/or located outdoors; and flashing lights.
- (b) Restaurants, hotels/motels and amusements shall be subject to the following outdoor display guidelines:
- (1) Handwritten signs shall be limited to incidental signs describing or identifying menus, carry-out windows, hours of operation, entry/exit, vacancy, office, and the like;
 - (2) No hanging displays or signs shall be placed on benches, railings or fences;
 - (3) One A-frame sign, not to exceed 17.5 square feet for every 25 linear feet of boardwalk storefront frontage shall be permitted, not to exceed two A-frames per storefront;
 - (4) Wall signs not to exceed 30 percent of exterior walls are permitted;
 - (5) Enclosures must be well maintained and pad to be maintained regularly; and
 - (6) Graffiti shall be removed from the premises in accordance with section 302.9, Defacement of property, of the 2006 International Property Maintenance Code.
- (c) Outdoor display of merchandise permits shall be subject to the following enforcement procedures:
- (1) The business/store personnel will be given a verbal warning for initial violation to terms of the outdoor display permit. A written confirmation letter will be sent to the business owner and property owner as follow up.
 - (2) The business owner and property owner will be issued a written correction notice for a second violation.
 - (3) The business owner will be issued a municipal infraction for a third violation. A confirmation letter and copy of the citation will be sent to the property owner.
 - (4) The business owner will be cited for a municipal infraction for a fourth violation. The display permit will be suspended for one week beginning the day after the

~~fourth violation. A confirmation letter of the suspension and copy of the citation will be sent to the property owner.~~

- ~~(5) The business owner will be cited for a municipal infraction for a fifth violation. The display permit will be suspended for two weeks beginning the day after the fifth violation. A confirmation letter of the suspension and a copy of the citation will be sent to the property owner.~~
- ~~(6) Any further violations will result in additional municipal infractions and will result in the revocation of the outdoor display permit for four months. The business owner must remove the outdoor merchandise completely within 24 hours of receiving the revocation notice. After four months, the business owner may apply for a new one-year display permit.~~
- ~~(c) Outdoor displays as described in sections (a) and (b) shall be subject to the following enforcement procedures:~~
 - ~~(1) The business owner may be issued a municipal infraction with a fine of \$500.00 for the initial violation. A letter and copy of the citation will be sent to the property owner.~~
 - ~~(2) The business owner may be issued a municipal infraction with a fine of \$1,000.00 for the second violation.~~
 - ~~(3) The business owner may be issued a municipal infraction with a fine of \$1,000.00 for a third violation. The display permit and the ability to display shall be suspended for two weeks beginning the day after the third violation. A confirmation letter of the suspension and a copy of the citation will be sent to the property owner. The business owner must remove the outdoor display completely within 24 hours of receiving the suspension letter.~~
 - ~~(4) Any further violations shall result in additional municipal infractions and shall result in the revocation of the outdoor display permit and revocation of the ability to display for four months. The business owner must remove the outdoor display completely within 24 hours of receiving the revocation letter. After four months, the business owner may apply for a new one-year outdoor display permit provided the business owner is in compliance with subsection (5) below.~~
 - ~~(5) No business owner shall be issued/re-issued an outdoor display permit if the business owner has any outstanding, unpaid, municipal infractions.~~
 - ~~(6) Failure to abide by the requirements set forth in this section may result in the suspension or revocation of the violator's business license as set forth in section 14-38.~~

~~(Code 1999, § 110-884; Ord. No. 2009-7, 5-4-2009; Ord. No. 2009-28, 1-4-2010; Ord. No. 2011-1, 2-22-2011; Ord. No. 2015-08, 4-6-2015; Ord. No. 2024-17, 6-17-2024; Ord. No. 2024-20, 8-19-2024)~~

Sec. 110-884. Outdoor display of merchandise standards for properties fronting on Atlantic Avenue (boardwalk).

Properties fronting the boardwalk that display merchandise shall be subject to the

following:

(a) Permitting.

- (1) An annual display permit, issued by the zoning administrator, is required for any outdoor display of merchandise. An application shall be submitted on the form provided by the department and shall include a current digital, color photograph showing the exact location of the requested display. The business shall provide to the department the name, address, email address and telephone number of a person qualified and legally authorized by the owner: (1) to accept service of process; (2) to address any issue at the business to include authorizing remedial action; (3) respond to any code violation and be able to respond in sixty (60) minutes to the property. The application shall be signed by the property owner and business owner. An onsite inspection by the Town will occur prior to a permit being issued. Town staff will photograph the property during the inspection.
- (2) Upon review by the zoning administrator, the zoning administrator may grant or deny the display permit. Each year the permit establishes the allowed outdoor displays for that permit year. The Town will not process an application for a display on property not owned or leased by the applicant. The Town will not process an application for a business that lacks a business license, or the business license is suspended. Any applicant aggrieved by the decision of the zoning administrator may file an appeal to the board of zoning appeals as set forth in this chapter.
- (3) A copy of the permit and approved plans for display of merchandise must be conspicuously displayed on the premises.
- (4) The permit is not assignable or transferable.
- (5) Permits are valid for one year from the date of issuance. Applications to continue a permit shall be submitted to the zoning administrator fifteen (15) days prior to the expiration date.

(b) Standards.

- (1) All sales registers and sales transactions shall be located and conducted within the enclosed building.
- (2) Only items sold inside the business may be displayed outside.
- (3) All outdoor displays shall comply with the Ocean City Fire Prevention Code.
- (4) No outdoor display shall encroach into the boardwalk or overhang the boardwalk.
- (5) No outdoor display shall encroach on an adjacent business.
- (6) No business may create a barrier between it and an adjacent business. There shall be a twenty-eight inch (28") wide walkway between each business.
- (7) An outdoor display shall not obstruct pedestrian traffic.

- (8) An outdoor display shall not be attached to a utility pole, tree, fence, bench or sign.
- (9) An outdoor display shall not face a side street or be on the side street side of a building.
- (10) No flag or banner may overhang the boardwalk.
- (11) All merchandise displayed outside, to include framed merchandise boards, must be able to be placed inside the business during inclement weather, and the business must continue to meet life safety regulations in order to remain open, if the merchandise is displayed inside.
- (12) All displays, including display rack and bins, shall be moved inside the business when it is not open for business.
- (13) Display stands, boxes, bins, clothes poles, racks, hermit crab cages, sunglass racks, etc., shall be of uniform size, type and materials to create an attractive and cohesive shopping district.
- (14) An outdoor display shall not include mannequins.
- (15) Sound amplification arranged or directed towards the outdoors and/or located outdoors is prohibited.
- (16) Prohibited items: promotion of illegal drugs and paraphernalia, tobacco products, firearms, knives, open umbrellas and flashing lights.
- (17) Graffiti shall be removed from the premises in accordance with section 302-9, Defacement of property, of the International Property Maintenance Code.
- (c) Free-standing Outdoor Displays.
 - (1) A business must have a five foot (5') setback from the boardwalk property line to have a free-standing outdoor display.
 - (2) Free-standing displays shall only consist of racks or bins. All merchandise, other than on racks, shall be secured in a bin.
 - (3) Racks may be no more than 24 inches in depth, 60 inches in length and 60 inches in height. Bins may be no more than 24 inches in depth, 24 inches in length and 60 inches in height.
 - (4) No display may exceed 60 inches in height, except surfboards, windsocks, kites, or sunglass racks which are manufactured at six feet.
 - (5) No free-standing display shall be placed within 12 inches of either end/edge of the business.
 - (6) The number of free-standing displays allowed per business shall be determined by the following:

<u>Width of business frontage</u>	<u>Amount and type of displays allowed</u>
<u>1 foot - 19 feet</u>	<u>One rack and two bins</u>

<u>20 feet - 29 feet</u>	<u>Two racks and two bins</u>
<u>30 feet – 39 feet</u>	<u>Three racks and four bins</u>
<u>40 feet - 60 feet</u>	<u>Four racks and five bins</u>
<u>61 feet or more</u>	<u>Five racks and six bins</u>

- (7) Decorative and functional amenities are allowed and encouraged on the business' property that abuts the boardwalk to enhance the display and the boardwalk experience. These amenities may include live plantings (no plastic or silk plantings), and attractive seating such as benches and chairs for the comfort of the visitors. The amenities must be well maintained throughout the entire season.
- (8) Bins may not be used for further displays, but only as a means of containment of merchandise.
- (9) All displays, including display racks and bins, shall be moved inside the business when it is not open for business.
- (10) No feather flags are allowed to be displayed.
- (11) The entire display pad/floor surface shall be maintained and kept cleaned regularly.

(d) Wall Mounted Outdoor Displays.

- (1) Wall mounted outdoor displays shall only be used to display merchandise and not to be locations for merchandise to be stored to be sold.
- (2) Each wall mounted display rack or merchandise board cannot exceed 36 inches in width and 60 inches in height.
- (3) Each wall mounted display rack or merchandise board shall not extend more than 6 inches from the physical wall.
- (4) Each wall mounted display rack or merchandise board shall not be within 6 inches of the end/edge of the business. Each wall mounted display rack or merchandise board shall be 4 inches off the ground.
- (5) Wall mounted outdoor displays shall not be above the door frame or the pull-down door casing.
- (6) The number of wall mounted displays allowed per business shall be determined by the following:

<u>Width of business frontage</u>	<u>Amount and type of displays allowed</u>
<u>1 foot - 19 feet</u>	<u>Two wall mounted displays racks or framed merchandise boards</u>

<u>20 feet - 29 feet</u>	<u>Three wall mounted displays racks or framed merchandise boards</u>
<u>30 feet – 39 feet</u>	<u>Four wall mounted displays racks or framed merchandise boards</u>
<u>40 feet - 60 feet</u>	<u>Five wall mounted displays racks or framed merchandise boards</u>
<u>61 feet or more</u>	<u>Six wall mounted displays racks or framed merchandise boards</u>

(e) A-Frame Signs.

- (1) Each business with Boardwalk frontage is allowed one A-frame sign. No A-frame signs will be allowed unless associated with a Boardwalk store/restaurant and in front of the Boardwalk business on the business' property.
- (2) The use of an A-frame sign will be counted as one of the free-standing display allowances.
- (3) A-Frame signs shall not be used for outdoor displays of merchandise, including vellums. Nothing may be attached to the A-frame that extends above, on the edges, or extends beyond the frame. A-frame signs may be two-sided.
- (4) A-Frame signs shall be professionally constructed and properly maintained.
- (5) A-Frame signs shall be collapsible.
- (6) A-Frame signs are not allowed on street-ends.
- (7) A-Frame signs shall be brought in the business when it is closed.
- (8) No A-Frame sign may encroach into the boardwalk.
- (9) A-Frame signs shall not exceed 36 inches by 48 inches, or 12 square feet on each side. A-Frame signs shall not exceed 48 inches in height including the legs.

(f) Ancillary Services.

- (1) Ancillary store services such as a caricaturist, henna tattoo artist, hair wraps, photo booths and the like shall be performed or used inside the business.
- (2) All coin-operated vending machines shall be kept in compliance with section 110-335(6).

(g) Restaurants, hotels/motels and amusements shall be subject to the following outdoor display guidelines:

- (1) Handwritten signs shall be limited to incidental signs describing or identifying menus, carry-out windows, hours of operation, entry/exit, vacancy, office, and the like;

- (2) No hanging displays or signs shall be placed on benches, railings or fences;
 - (3) One A-frame sign shall be permitted as stated in subsection (e);
 - (4) Wall signs not to exceed 30 percent of exterior walls are permitted;
 - (5) Enclosures must be well maintained and pad to be maintained regularly; and
 - (6) Graffiti shall be removed from the premises in accordance with section 302.9, Defacement of property, of the 2006 International Property Maintenance Code.
- (h) Outdoor displays as described in this section shall be subject to the following enforcement procedures:
- (1) The business owner may be issued a municipal infraction with a fine of \$500.00 for the initial violation. A letter and copy of the citation will be sent to the property owner.
 - (2) The business owner may be issued a municipal infraction with a fine of \$1,000.00 for the second violation.
 - (3) The business owner may be issued a municipal infraction with a fine of \$1,000.00 for a third violation. The display permit and the ability to display shall be suspended for two weeks beginning the day after the third violation. A confirmation letter of the suspension and a copy of the citation will be sent to the property owner. The business owner must remove the outdoor display completely within 24 hours of receiving the suspension letter.
 - (4) Any further violations shall result in additional municipal infractions and shall result in the revocation of the outdoor display permit and revocation of the ability to display for four months. The business owner must remove the outdoor display completely within 24 hours of receiving the revocation letter. After four months, the business owner may apply for a new one-year outdoor display permit provided the business owner is in compliance with subsection (5) below.
 - (5) No business owner shall be issued/re-issued an outdoor display permit if the business owner has any outstanding, unpaid, municipal infractions.
 - (6) Failure to abide by the requirements set forth in this section may result in the suspension or revocation of the violator's business license as set forth in section 14-38.

(Code 1999, § 110-884; Ord. No. 2009-7, 5-4-2009; Ord. No. 2009-28, 1-4-2010; Ord. No. 2011-1, 2-22-2011; Ord. No. 2015-08, 4-6-2015; Ord. No. 2024-17, 6-17-2024; Ord. No. 2024-20, 8-19-2024)

...

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on April _____, 2025.

ADOPTED AND PASSED by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on _____.

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

HEATHER STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor

ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Reply to: Planning and Zoning Commission
P O Box 158
Ocean City MD 21843

April 1, 2025

The Honorable Mayor Rick Meehan and Members of the City Council
P O Box 158
Ocean City MD 21843

Dear Mayor and Council Members:

Re: Planning and Zoning Commission Favorable Recommendation to Amend Chapter 110, entitled Zoning, Section 110-2 entitled Definitions, to add certain definitions related to the outdoor display of merchandise; and Section 110-884, entitled Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (Boardwalk) to establish regulations for businesses wishing to display merchandise outdoors along properties fronting Atlantic Avenue (Boardwalk). Businesses would be required to obtain an annual display permit through an application process. The ordinance addresses general standards for all outdoor displays and specific requirements for free-standing outdoor displays, wall mounted outdoor displays, A-Frame signs, ancillary services and restaurants. The ordinance also addresses enforcement procedures.

(PZ FILE #25-14100001)

On Tuesday, March 4, 2025, George Bendler, Planning and Community Development Director, presented to the Planning and Zoning Commission the proposed code amendment to Chapter 110, Zoning, following staff review and recommendation. Subsequently, the Planning and Zoning Commission conducted a public hearing on Tuesday, March 18, 2025, to consider the above referenced amendment.

The Commission considered all testimony and exhibits and voted of those present, (4-1-2), Commissioner Joel Brous in opposition, with Palmer Gillis and Kevin Rowe absent, to send the Mayor and City Council a favorable recommendation for approval of the amendments.

Zoning staff has coordinated with the City Clerk to place this favorable recommendation on the agenda for the regular session of the Mayor and City Council on Monday, April 7, 2025. The public hearing transcript, and draft ordinance will also be available for your review and action.

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

Thank you in advance for your consideration.

Sincerely,



Joe Wilson, Chairperson

Attachment: Public Hearing Transcript
Draft Ordinance

cc: Terry McGean, City Manager
Elton "Jr" Harmon, Deputy City Manager
Heather Stansbury, City Solicitor
All Planning Commission Members
Maureen Howarth, Esq. attorney for Planning and Zoning Commission
George M. Bendler, Director, Department of Planning and Community Development
William Neville, Interim Zoning Administrator
Zach Bankert, Executive Director, OCDC
PZ File #25-14100001

Public Hearing held before * Members present:
 The Town of Ocean City
 Planning & Zoning * Joe Wilson
 Zoning Commission, on the * Pam Robertson
 18th day of March, 2025, * Joel Brous
 Worcester County, Maryland * Janet Hough
 * Mike Quade
 *

-----/

OFFICIAL TRANSCRIPT OF PROCEEDINGS

IN RE: PUBLIC HEARING
 In the matter of Outdoor Display of Merchandise
 Ordinance
 APPLICANT: Planning and Zoning Commission
 PZ FILE 25-1400001

APPEARANCES:

On behalf of the Planning & Zoning Commission:

SPENCER CROPPER, ESQUIRE

Present: George Bendler, Director

Chase Phillips, Zoning Analyst

Court Reporter:
 Valerie M. Dawson, RMR
 443-783-3113

PROCEEDINGS

MR. WILSON: It is seven o'clock, so we will go ahead and move into our public hearing. Before the public hearing begins, I am supposed to ask if any members of the audience have any objections to any of these Commissioners participating in the public hearing.

Okay. Seeing none, we will go ahead and move forward with the public hearing. Outdoor Display of Merchandise Ordinance. To consider amending Chapter 110 entitled Zoning, Section 110-2 entitled Definitions, to add certain definitions related to the outdoor display of merchandise; and Section 110-884, entitled Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (boardwalk to establish regulations for businesses wishing to display merchandise outdoors along properties fronting Atlantic Avenue (boardwalk.) Businesses would be required to obtain an annual display permit through an application process. The ordinance addresses general standards for all outdoor displays and specific requirements for free-standing outdoor displays, wall mounted outdoor displays, A-Frame signs, ancillary services and restaurants.

The ordinance also addresses enforcement procedures.

Applicant: Planning and Zoning Commission (PZ
 File 25-1400001.

George.

MR. BENDLER: Good evening. George Bendler,
 Director of Planning and Community Development.

Before you we have a change --

MR. CROPPER: George, could you raise your right
 hand?

(George Bendler was duly sworn by Mr. Cropper.)

MR. CROPPER: Name and address, for the record.

MR. BENDLER: George Bendler, 301 Baltimore
 Avenue, Ocean City, Maryland.

MR. CROPPER: Thank you.

MR. BENDLER: In front of you tonight we have a
 change to the outdoor display ordinance. So, as we go
 through this, I want the Commissioners to think about, you
 know, when you're out on the boardwalk, think about yourself
 as a merchant and how this code reads, too. If you have any
 questions or confusion, please interrupt me, we'll discuss
 this, I'll explain. I have some visuals, too. I'm not

going to go through, deep into the slides, but it's helpful
 to see some of this stuff because there's very nuanced
 items.

As we approached re-writing this ordinance we, you
 know, looked at what the previous ordinance did and what our
 constraints were. And what we recognized is that the
 ordinance needed to be rewritten and redone. So we removed
 a lot, the entire old ordinance, and came up with a new one.

We did this in conjunction with the Ocean City
 Development Corporation to develop this, as well as staff.

The first item we did when we developed this
 ordinance was, we needed to recognize that we needed to put
 in new definitions. So, if you'll turn to page 2 of the
 ordinance. In the zoning code we did not have a definition
 for the Boardwalk, so we wanted to insure that was there for
 consistency.

We did display, freestanding outdoor, which means
 a self-supporting structure used for showcasing merchandise
 without requiring attachment to wall, ceiling, structure, or
 other fixture.

We did display, wall mounted outdoor means a

1 presentation of merchandise attached to the exterior of a
2 structure with a rack or other device and shall include any
3 type of framed merchandise boards.

4 Also in the zoning definition, we did not have a
5 definition of feather flag. These are very prominent. A
6 feathered flag means a vertically oriented banner attached
7 to a single pole allowing the fabric to hang loose at one or
8 two of the four corners designed to move in the wind.

9 We also added a definition for street end or
10 street ends, which means the areas or portions of the
11 Boardwalk located at the Boardwalk's intersection with an
12 east-west street, which may be more clearly delineated by
13 the east and west edge of the Boardwalk, and by invisible
14 lines extending across the Boardwalk, as a continuation of
15 the northern and southern edges of the east-west street.

16 As you can see, we removed the original ordinance
17 completely striking that out from 3 to 4 to 5, then moving
18 onto page 6 where we redeveloped the ordinance into what you
19 see in front of you.

20 The ordinance was designed to be more simplistic
21 for enforcement, simplistic for the user and the applicant

1 of the permit.

2 The first part of this is the permitting process.
3 Originally in the permitting process OCDC was required to
4 have a Boardwalk committee that would approve these. We
5 wanted to simplify that and make that a more cohesive
6 process, an easier process, where it is more streamlined and
7 more transactional.

8 It does involve a bit of OCDC being a part of it,
9 if there is concerns or items we want them to review, OCDC
10 will be a part of that review process.

11 We also established how the review is done, how
12 the process is approved, and what the required documents
13 are.

14 You'll also see the permit is not assignable or
15 transferable and the permits are valid for one year. We did
16 this as a rolling permit process instead of a set date.
17 That way, if anybody can come in when they want to get their
18 permits they can, it'll expire from one year when they get
19 the permit.

20 So (b), if you look at the standards, are the
21 basic standards that all, no matter what kind of display you

1 have, would be required to meet. We insure that registers
2 and sales are all conducted inside, they cannot be done
3 outside. Only items sold inside the business may be
4 displayed outside. Again, we don't want them to display
5 something that they're not truly selling inside outside.

6 They need to comply with the Ocean City Fire
7 Prevention Code. No outdoor displays shall encroach into
8 the Boardwalk or overhang the Boardwalk.

9 I just want to give you a quick example of that.
10 You know, we have these, some of this merchandise that
11 overhang the Boardwalk, we want to make sure that it stays
12 on their property. No business may create a barrier between
13 it and an adjacent building. There should be a 28-inch wide
14 walkway between each business. Outdoor displays shall not
15 obstruct pedestrian traffic.

16 MR. WILSON: Can I ask a question so I --

17 MR. BENDLER: Yes, sir.

18 MR. WILSON: -- so basically any of these
19 buildings that, like, don't have a setback from the
20 Boardwalk, they're pretty much not going to have merchandise
21 outside?

1 MR. BENDLER: Yeah, it would just be a wall
2 display.

3 MR. WILSON: Right, okay, they can't have
4 anything, like, hanging out overtop --

5 MR. BENDLER: Yes.

6 MR. WILSON: -- got it, okay.

7 MR. BENDLER: Correct.

8 Let's see if I can find a good example.

9 That would be a good example of a wall display
10 right there, they could have it...

11 MR. WILSON: Okay, got it.

12 MR. BENDLER: Yeah, flat against the surface.

13 But, again, it's supposed to be for a display and
14 not for shopping outside for merchandise, so multiple sizes
15 and variations, it's just supposed to be a display of what
16 offerings are inside.

17 MR. WILSON: Right, that makes sense.

18 MR. BENDLER: You know, an outdoor display shall
19 not be attached to a utility pole, fence, bench, or sign.

20 We have a lot of that going on now, so we want to
21 make sure that's corrected. An outdoor display shall not

face a side street or be on the side street side of the building. The purpose of the original intent of this was not to have the side streets be covered with merchandise. It's supposed to be on Atlantic Avenue, which is the Boardwalk, not the side streets. When you walk up to the Boardwalk it should be a welcoming area, it should not have merchandise on both sides.

No flag or banner may overhang the Boardwalk.

All merchandise displayed outside, to include framed merchandise boards, must be able to be placed inside the building during inclement weather. The business must continue to meet life safety regulations in order to remain open if the merchandise displayed inside.

All displays, including display racks and bins, shall be moved inside when the business is not open for business.

Display stands, boxes, bins, sunglass racks, shall be of uniform size to create an attractive and cohesive shopping district.

Outdoor displays shall not include mannequins. We recognize that mannequins have been an issue over time. We

do not want to continue that practice of mannequins. It also can be a wind born danger.

Sound amplification arranged or directed towards the outdoors and/or located outdoors is prohibited.

Prohibited items: Promotion of illegal drugs, paraphernalia, tobacco products, firearms, knives, open umbrellas, and flashing lights.

Graffiti shall be removed from the premises.

Now, we broke it down into two different styles of displays. This one (c) is Freestanding Outdoor Displays. This is the merchandise that's not on the wall. So, a business must have a five-foot setback from the Boardwalk property line to have a freestanding outdoor display.

So, if you look at this, an overhead view of it, they have to be five feet off the Boardwalk to have that outdoor display. It shall only consist of racks or bins. All merchandise, other than on racks, shall be secured in a bin. Instead of giving them percentages, we broke it down to sizes so it's more easy to determine what it is. So, racks may be no more than 24 inches in depth, 60 inches in length, and 60 inches in height. Bins may be no more than

24 inches in depth and 24 inches in length and 60 inches in height. No display may exceed 60 inches in height, except surfboards, windsocks, kites, or sunglass racks which are manufactured at six feet.

No freestanding display shall be placed within 12 inches of either edge of the business.

We had a lot of businesses kind of fighting with each other, you know, over territory so we don't want them to encroach on each other.

The number of freestanding displays allowed per business shall be determined by the following. We broke this down by the size of the business. So, you know, there's the Quiet Storm, which is the largest property on the Boardwalk. We want to make sure -- and then there's the smaller businesses, so we want to make sure that each one has their fair share of displays. So we broke it down by different ones, by size. So you see the Tier 1, one foot to 19 foot is one rack and two bins; 20 feet to 29 foot store frontage is two racks and two bins; store frontage with 30 feet to 39 feet is three racks and four bins; store frontage of 40 feet to 60 feet is four racks and five bins; and a

store frontage of 61 feet or more is five racks and six bins.

We also allow for, decorative and functional amenities are allowed and encouraged on the business' property that abuts the Boardwalk to enhance displays and the Boardwalk experience. These amenities may include live plantings, no plastic or silk plantings, and attractive seating such as benches and chairs for the comfort of visitors. The amenities must be well-maintained throughout the entire season.

When we're talking about that, if you look at that yellow area, that's where decorative functional amenities could go, in that five-foot area. Those items cannot be for merchandise or sales, and it's something to that effect, you know, something you can sit in or take a picture with.

Bins may not be used for further displays, but only as a means of containment of merchandise. So they can't put, you know, advertisements on there, it must just be for the display.

All displays, including display of racks and bins, shall be moved inside the business when not open for

business.

No feather flags are allowed to be displayed.

And, again, we define those feathered flags, you can see how they almost become a nuisance. The amount of feather flags they have out there, they can blow in people's faces.

The entire display pad/floor surface shall be maintained and kept clean regularly.

And then we have Wall Mounted Outdoor Displays.

MR. WILSON: George, that one slide with, like, the shark, sort of like the photo, that is allowed, correct?

MR. BENDLER: Yes, that would be allowed. So any photo -- but what that can't have is an advertisement for a product.

MR. WILSON: Right, I got it.

MR. BENDLER: If it's just, you know, something fun out there or a seat or something, or a plant, you can do it.

MR. WILSON: Okay.

MR. BENDLER: To make your business more attractive, but you can't be selling the merchandise there.

MR. WILSON: Got it.

MR. BENDLER: So, this is Wall Mounted Outdoor Displays, this is what we were talking about earlier. This is for places that don't have a pad. These are primarily businesses that are 3rd south.

Wall Mounted Outdoor Displays shall only be used to display merchandise and not to be locations for merchandise to be stored to be sold. Each wall mounted display rack or merchandise board cannot exceed 36 inches in width and 60 inches in height. Each wall mounted display rack or merchandise board shall not extend more than six inches from the physical wall. So it cannot go more than six inches from the wall, so it can't overhang on the Boardwalk.

Each wall mounted display rack or merchandise board shall not be within six inches of the end/edge of the business. Each wall mounted display or merchandise board shall be four inches off the ground.

Wall mounted outdoor displays shall not be above the door frame or the pull-down door casing. What we're trying to avoid with that is a situation where they're basically making tee shirts a permanent fixture.

The number of wall mounted displays allowed per business shall be determined by the following. Again, we do this by the width of the business frontage. A one to 19 foot business frontage, two wall mounted display racks or framed merchandise boards; 20 feet to 29 feet, three wall mounted display racks or framed merchandise boards; 30 feet to 39 feet, four wall mounted display racks or framed merchandise boards; 40 feet to 60 feet, five wall mounted display racks or framed merchandise boards; 61 feet or more, six wall mounted display racks or framed merchandise boards.

The next section talks about A-Frame. A-Frame signs that currently exist on the Boardwalk were very large, they kind of grew into more of this, like, mobile merchandise display than a true intent of an A-Frame sign. Each business with Boardwalk frontage is allowed one A-Frame sign. No A-Frame sign will be allowed unless associated with a Boardwalk store/restaurant and in front of the Boardwalk business on the business' property.

The use of an A-Frame sign will be counted as one of the freestanding display allowances.

A-Frame signs shall not be used for outdoor

displays of merchandise, including vellums. Nothing may be attached to the A-Frame that extends above, on the edges, or extends beyond the frame. A-Frame signs may be two-sided. A-Frame signs shall be professionally constructed and properly maintained. A-Frame signs shall be collapsable. A-Frame signs are not allowed on the street-ends. A-Frame signs shall be brought in the business when it is closed. No A-Frame sign may encroach into the Boardwalk. And A-Frame signs shall not exceed 36 inches by 48 inches or 12 square feet on each side. A-Frame signs shall not exceed 48 inches in height, including the legs.

That determination right there was based on the basic sign you can go get at Staples, Wal-Mart, Amazon, the typical size of an A-Frame sign you put in front of your store in any town USA.

This is a new item. Ancillary Services. Ancillary store services such as caricaturist, henna tattoo artist, hair wraps, photo booths, and the like shall be performed or used inside the business. No longer will we allow these businesses to be outside. We do not allow other businesses to do this type of activity, to perform secondary

1 services outside the businesses. We have agreed that this
2 no longer needs to be a continued practice.

3 All coin-operated vending machines shall be kept
4 in compliance with section 110-335, that's already codified.

5 Restaurants, hotels/motels and amusements shall be
6 subject to the following outdoor displays, handwritten signs
7 shall be limited to incidental signs describing or
8 identifying menus, carryout windows, hours of operation,
9 entry/exit, vacancy, office, and the like.

10 And these ones for the restaurants have not
11 changed. They're what's currently there. So, that remains
12 as such from the original. As well as the outdoor display
13 enforcement, that remains from the original as well, we just
14 had to move everything because of the changing of the code
15 and rewriting it.

16 That is the ordinance in front of you. I'm happy
17 to take any questions.

18 MR. BROUS: I just wonder how did we get to this
19 point? I just, I was on the BZA years ago and we did it
20 all, and then it went to the Boardwalk committee, and now
21 how did we get to this point? I'm just curious.

1 MR. BENDLER: So, I think, we went through various
2 different practices, I think, in 2016 there was, that's when
3 this original ordinance was created. And that's when they
4 created the Boardwalk committee through OCDC. And the
5 process worked for some time, and then I think it kind of,
6 you know, just got, didn't continue as designed.

7 And now we're looking at it from a, what is the
8 most functional transactional process we can do with also
9 making this very clear.

10 MR. BROUS: So, was the Boardwalk Committee, like,
11 frustrated with this and they asked for this kind of, or is
12 this something that just --

13 MR. BENDLER: Well, the Boardwalk, there's two
14 Boardwalk committees. There's a Boardwalk committee that is
15 OCDC, and there's the Boardwalk Outdoor Display committee.
16 And I do have Zach from OCDC, if he does want to comment on
17 it, he is more than welcome to. But OCDC was supportive of
18 these changes and wanted these changes and the review
19 process.

20 MR. WILSON: I would say, so, I mean, I don't know
21 if it was just last year that you brought before us kind of

1 like an escalated fining system, I mean, I guess I would
2 say, from the OCDC perspective previously, it was like,
3 almost like we could do the design but we didn't have any
4 teeth in it. There was no, like, real enforcement.

5 And then we kind of got that enforcement last
6 year, but the process was still kind of convoluted. And I
7 think, you know, much to your point and to your credit,
8 George just kind of streamlines it a little bit more than
9 what it was previously.

10 MR. BENDLER: We had a difficult time when we went
11 out in the field to do enforcement. There was a lot of, you
12 know, previous approvals that were just not historically,
13 you know, documented, that people said, well, we had this
14 historic approval, or there was just a different kind of way
15 of measuring something versus the way someone did something
16 else. And this process really kind of is easy, counting on
17 your fingers, versus trying to have to do a deep calculation
18 on something.

19 MR. BROUS: Do you have the staffing currently to
20 handle this instead of, you know, are we doing this? I'm
21 just making sure that --

1 MR. BENDLER: Yes, we do.

2 MR. BROUS: And were all the businesses notified
3 of this on the Boardwalk? I only see one business owner in
4 the audience, which is rare.

5 MR. BENDLER: We advertised for it, and we are
6 going to notify them and, you know, they will be, if they're
7 not following this, you know, they need to --

8 MR. BROUS: But I'm saying this didn't go out to
9 them, the Boardwalk owners? You know, if something is
10 happening near your house, you know ahead of time, by either
11 the mail or something, the Boardwalk owners were not, or
12 store owners were not --

13 MR. BENDLER: They did not get mailers or anything
14 of that...

15 MS. HOUGH: Was it advertised?

16 MR. BENDLER: It was advertised, yes. And we had
17 a work session with the Mayor and Council, that was
18 advertised. And this has been advertised in the paper,
19 properly advertised in the paper, for three weeks. And it
20 has been on our website for some time.

21 MS. ROBERTSON: As things develop with the Bayside

1 Boardwalk, could this apply to that? I mean, I know it says
2 specifically Atlantic Avenue, or could that be incorporated?
3 I mean, at the moment there's not a ton of Bayside Boardwalk
4 going on, but.

5 MR. BENDLER: I mean, I don't envision that the
6 Bayside Boardwalk would have retail merchants on it. But in
7 the future, if that does happen, you know, they could look
8 towards that.

9 MS. HOUGH: I think the A-Frame signs would have
10 to apply, that would be something that could occur on the
11 Bayside Boardwalk.

12 MR. WILSON: Any questions for George before we
13 ask for comments from the audience?

14 Okay. Anyone who is here to speak for or against
15 the proposed ordinance?

16 (Audience member coming forward.)

17 MR. CROPPER: If you could please raise your right
18 hand.

19 (The witness was duly sworn.)

20 MR. CROPPER: Please state your name and address
21 for the record.

1 ZACH BANKERT: Zach Bankert, Executive Director of
2 OCDC, 108 Dorchester Street.

3 MR. CROPPER: Thank you.

4 ZACH BANKERT: So, as George mentioned, I'm just
5 here tonight to support this. OCDC and the Town of Ocean
6 City, as you noted, Joe, has been working on cleaning up the
7 Boardwalk for quite some time. What you see in front of you
8 here, as Joe noted, represents, I think, over a year of
9 effort, first starting with giving teeth to the enforcement
10 side of it, and then going out and seeing how we could
11 better craft the ordinance so that it's easier to
12 understand, both for the business owner and for Town staff.

13 You know, the OCDC fully supports this revision
14 here. It has been reviewed by our internal Boardwalk
15 committee, not the one that previously reviewed the
16 individual applications, and it has the support of the Board
17 as well. You know, I think it really does two things. The
18 first thing it does is, it creates clarity. You know, I was
19 involved with the review of all the applications from last
20 year. And, quite frankly, we, or quite frequently we were
21 looking at those applications and we had no idea what we

1 were looking at. You know, we were looking at an
2 application that was designed for a three-dimensional layout
3 for something that only had two-dimensional layouts.

4 We had questions as to what's in the current code,
5 you know, we were looking at, like, 30 percent ratios.
6 Well, does that include the garage door? If you take away
7 the garage door, that's the majority of some of these
8 storefronts. So 30 percent, they would be way over. You
9 know, from that, I toured the Boardwalk with George and
10 Chase and had a lot of conversations with Patti, who was in
11 charge of enforcement last year, and we're walking up and
12 down the Boardwalk in the middle of the summer in the, you
13 know, prime time, and we're saying I don't understand how
14 our current code reflects what's out here. I don't know how
15 we enforce this.

16 And, you know, I used the term quite frequently, I
17 think we need to burn it down, you know, and start fresh.

18 You know, the thing that this really does is, it
19 reduces the clutter that you see out there. And I think
20 that's the main point of this. You know, you go through
21 some stores, and George showed you some pictures, I think

1 there's even some, you know, worse actors than what you saw
2 in some of these pictures.

3 And you all are from here, you know exactly what
4 we're talking about. Where the clutter is spilling out,
5 it's spilling over, you have issues with some vendors
6 hawking on the Boardwalk. There was a documented case of
7 that last year. You know, at some point some of the stores
8 look more like a yard sale than a store that somebody pays
9 90,000 plus to rent for a year.

10 And so the goal of this is to improve the look of
11 the Boardwalk and, you know, working with the Town staff I
12 think that that's what this new, or the new ordinance would,
13 in fact, do.

14 OCDC is fine with not having the review process on
15 our shoulders anymore. The reason being is this new code is
16 easier to understand, and it's clearer. You shouldn't need
17 us, it should be able to be handled by Town staff, just like
18 any other permit that OCDC doesn't review.

19 The ordinance covers a lot. I'm not going to go
20 into every single point that we would like, we helped write
21 it, we didn't write all of it ourselves, George and the Town

1 staff took the majority of that. But we support it as it's
2 written.

3 And as far as public education, you know, if this
4 ends up getting codified, you know, we're there to help
5 educate the store owners afterwards. I think that, you
6 know, we can come up with diagrams that help represent what
7 this new code actually looks like. Because sometimes when
8 you're reading code it's very dense. And so I think we can
9 do some visual diagrams and things like that, we can canvas
10 the Boardwalk the same way we did when the new enforcement
11 code was brought in last year, so. I think that summarizes
12 it.

13 MS. ROBERTSON: The implementation I would be
14 curious, is that like what you did last year, how are they
15 going to roll this out essentially? Visiting the business,
16 I mean, as far as the ones that, like, need some help.

17 ZACH BANKERT: Kevin Gibbs and myself walked the
18 full length of the Boardwalk and stopped in every retail
19 store and talked to them and told them, hey, this is what's
20 coming this year, heads up, if you don't follow the rules
21 there's, you know, there's a little more teeth to this

1 enforcement this year, and explained the nuances of this
2 doesn't roll over every year, this is sort of a permanent
3 record type thing now, and went through all the minutiae.

4 We had a one-sheeter that we brought with us, and
5 we took it to every business. And then I believe George's
6 staff did the same thing behind us.

7 MR. WILSON: I'm going to piggyback on Pam's
8 question.

9 George, because this is a, they can get a, I think
10 currently the permit is dated, right? Like, you have them
11 all --

12 MR. BENDLER: Yes.

13 MR. WILSON: -- the same time, so those are all
14 going to expire. Do you expect a wave of everybody coming
15 in --

16 MR. BENDLER: Yes.

17 MR. WILSON: -- now? And then, also, from an
18 enforcement perspective, I guess you guys have some sort of
19 tracking system that shows when people's licenses expire?

20 MR. BENDLER: So everyone's permits, everyone
21 still has a license, last year's license goes from June, or

1 July 1st to June 30th, 2025. So their licenses all will
2 expire in that timeframe. So they can come in and get it
3 whenever they want, but their license will still be active,
4 they can still operate under the old code up until July 1st,
5 2025.

6 So, they have some time to figure out this new
7 process and see if it will work.

8 MR. WILSON: Okay, got it.

9 Any other questions for Zach?

10 Thank you.

11 Anyone else that would like to speak for or
12 against?

13 (Audience member coming forward.)

14 MR. CROPPER: Please raise your right hand.

15 (The witness was duly sworn.)

16 MR. CROPPER: State your name and address for the
17 record.

18 BRUCE KRASNER: Bruce Krasner, 6333 South Point
19 Road, in Berlin.

20 MR. CROPPER: Thank you.

21 BRUCE KRASNER: I don't know where to begin. I

1 have, I currently own six stores on the Boardwalk, plus
2 various properties on the Boardwalk as well.

3 And I believe that when they came up with this new
4 ordinance, they didn't discuss anything with anybody on the
5 Boardwalk. So, they don't know what it's like to actually
6 work there. They don't know what it's like on a day-to-day
7 basis. They don't take into consideration what we're paying
8 and what we're getting for all of that.

9 I was a member of the BDA, which is the Boardwalk
10 Development Association, for probably twelve years. We
11 actually designed the ordinance that was before this.

12 The problem with that is that the City never
13 enforced or fined anybody for what was going on. So, now,
14 obviously something new is coming into play. It was pretty
15 easy to follow. There was, you know, there were
16 percentages, there were distinct marks, the Boardwalk is a
17 very dynamic place. South of 3rd Street is one section.
18 North of 3rd Street is another.

19 So, what he's saying is, what they're trying to
20 implement doesn't hold true for all parts of the Boardwalk.
21 When he says we only want a six-inch hanging thing from a,

1 from a wall, well, they don't exist. It just doesn't
2 happen.

3 So, I wish they would've consulted me because
4 there's nobody that knows more about this than I do. I've
5 been on the Boardwalk for about forty years.

6 Patti, who is the compliance officer from last
7 year, actually came, was in my store every week talking to
8 me about how and what's going on. I was the one that was
9 telling her, it's pretty simple, didn't anybody explain this
10 to you?

11 So, the fact is, it's not necessarily a change in
12 an ordinance that should be implemented. It's really
13 monitoring and enforcing what was already in play.

14 The Boardwalk is an iconic place in Ocean City.
15 Every family comes there. They all love and enjoy it.

16 When he was saying something about the flags that
17 are hanging on the Boardwalk, those people that display
18 those, they don't even have a Boardwalk outdoor display.
19 That's a sign permit. Not included in what's going on.

20 I feel that every few years people come against
21 the Boardwalk saying that we're doing things that are, like,

1 not nice or the vision of what Ocean City wants. And I
2 understand that getting rid of the items that are sold,
3 meaning the offensive items, should be done. I have no
4 problem with that at all.

5 But that does not mean that we shouldn't be, like
6 you called it a flea market. It's not a flea market. It's
7 a boardwalk. There are boardwalks all across the country,
8 this is what we do, this is part of the aura of what a
9 boardwalk is. It's an attraction. And we're selling, or
10 we're displaying point of, not point of sale, but things
11 that catch people's eyes, that brings them into the store.

12 I agree with fire code enforcement. I was a
13 firefighter for twelve years. And, you know, you should
14 have the right width in between your racks and stuff.

15 But the new code does not take into consideration
16 what the Boardwalk is really like. They are limiting us to
17 what we can display, what we sell, what we're going to sell.

18 And I have spoken to Zach about it, and if anybody
19 would've asked me I could've told them exactly how it's easy
20 to enforce. It's not that big a deal the 30 percent rule.
21 It's easy. The point is, the City never enforced it. We

1 are the only ones on the Boardwalk that actually pay a fee
2 to have an outdoor display. All the restaurants that have
3 their tables out to the end of the Boardwalk, they don't pay
4 one. Why is that? I don't know. That can add to whoever
5 the enforcement officer, their payroll, to take care of it.

6 But it's, this is, what they're suggesting is not
7 reality to a merchant that's actually on the Boardwalk.

8 Like I said, the BDA, when Vicki and I were doing
9 it, it was pretty simple. It was easy. But when we handed
10 out \$30,000 in fines to one business owner, they paid zero.
11 Tell me how that works. It's like if you're in a speed
12 zone, and you're not getting a ticket every time you speed,
13 is that going to stop you from speeding? No.

14 So, it's really about monitoring and enforcement.
15 It's not about change. We don't need to change. We don't
16 need to fix what's broken. Yes, if the offensive item is
17 out there, I agree, let's take it in and take care of it,
18 just like anybody else. The one picture that they put up
19 with the displays above the store, that is the definition of
20 an outdoor display. What else would it be? They're not
21 offensive. It's showing the goods that we're selling

1 inside. Why would you take that away? There is no reason
2 for it. As long as it counts in the percentage, it should
3 not be taken away at all.

4 And what he's suggesting for north of 3rd Street
5 doesn't make sense. He actually said that Quiet Storm is
6 the largest store on the Boardwalk. It might be inside, but
7 their outside is, it doesn't correspond with what's inside.
8 So, they're not allowed to have that much stuff outside.
9 They only have three feet.

10 So, again, before you make a hasty decision on how
11 you're going to vote on this, you need to take into
12 consideration those people that are going to be affected and
13 actually the tee shirt guys. We've been out there, we're
14 trying to make a living just like anybody else. The beer
15 places and the restaurants, they can advertise their, that
16 is what they're selling outside, but we can't put anything
17 else out there. It doesn't make sense.

18 MR. WILSON: Can I ask you a question? You said
19 that Patti, the enforcement officer, came in frequently and
20 was asking you how to enforce it --

21 BRUCE KRASNER: Like, what exactly did you do,

1 like how to do her job.

2 MR. WILSON: Right, okay, so --

3 BRUCE KRASNER: Because nobody explained it to
4 her.

5 MR. WILSON: I'm just, I think that just kind of
6 proves the point, though, that the code is hard to read and
7 hard to interpret. Because if it was easy to read and
8 interpret, she wouldn't have to come and ask somebody, such
9 as yourself, how to interpret and enforce it.

10 BRUCE KRASNER: Not necessarily. She was never
11 taught how to do her job. She was just thrown in like a
12 lamb to the wolves. It's really very simple. If it looks
13 like it's too much outside, and it's a simple formula, then
14 it probably is. Like I said, when I used my speeding ticket
15 example, yes, people would take advantage of the system if
16 you let them. You know what I mean? It's really simple.

17 And, again, I can explain it to all of you in a
18 matter of minutes. But taking it away is not the answer.
19 Changing it is not the answer. Because what you're doing is
20 you're limiting, we, you know, as business owners, we're
21 paying taxes, we're supporting, you know, whatever goes into

1 the coffers of the government. But you're just going to be
2 limiting more than what we're doing. And that's really not
3 fair. We're being discriminated against.

4 MR. WILSON: Questions?

5 MR. BROUS: This might be a hard question to
6 answer, but do you have any idea why you're the only
7 business owner here?

8 BRUCE KRASNER: Because nobody else knew about it.
9 Zach just showed me the actual ordinance on paper, that I'd
10 never seen before.

11 MR. BROUS: Okay. Thank you.

12 BRUCE KRASNER: It's not hard at all.

13 MR. WILSON: Do you think that the Boardwalk
14 businesses look cluttered at all? Or do you think they're
15 good the way they are?

16 BRUCE KRASNER: So, cluttered is a personal
17 feeling and whatnot. If it's safe to walk by and it's not
18 interfering to a neighbor, I'm going to say no. I mean, let
19 them put out whatever they want, who cares? That's like
20 saying do you carry too many beers in a bar? That's like,
21 you know, it's objective. It's very objective.

1 And, like I said, as long as it's not over their
2 limit or infringing on the Boardwalk right-of-way, then, no,
3 I don't, I don't agree.

4 It's like when you saw that picture of the display
5 above the store, that's my store, it's not bothering
6 anybody.

7 MR. WILSON: Any other questions?

8 Okay. I think --

9 BRUCE KRASNER: Thank you.

10 MR. WILSON: -- we'll go ahead and...

11 Anyone else from the public that would like to
12 speak on the matter?

13 If not, I will go ahead and close the hearing and
14 we can start deliberating.

15 MS. ROBERTSON: Move to close the hearing.

16 MR. WILSON: Motion from Pam to close the hearing.

17 Second from Joel.

18 Any further discussion?

19 All those in favor?

20 (Hands raised.)

21 MR. WILSON: All right.

1 I'll start. I do think that there has been a
2 concerted effort to clean up visually the Boardwalk, not
3 just from the Town, but from other citizens in the area that
4 have, it's been a topic of conversation for a very long
5 time. I think this ordinance helps accomplish that. I
6 mean, the Town itself is going through revisions of all the
7 signs that they have on the Boardwalk to try and make it
8 more uniform and more visually appealing. And I don't
9 personally see any reason why we shouldn't continue to try
10 to do so with the businesses as well.

11 Go ahead.

12 MS. HOUGH: I think, it's not only people that
13 live here that complain, it's the visitors, too.
14 Complaining about not seeing what they want or seeing too
15 much, you know, with the profanity and things. And that's
16 not all, it's just the mess. I walk most days and the big
17 A-Frame signs that are huge, that are on rollers, they've
18 been out there all winter. All winter. Bad winds. I've
19 seen them roll onto the Boardwalk. I just... it's a mess.

20 MR. WILSON: Pam.

21 MS. ROBERTSON: I was just going to say, he's got

1 a point on the enforcement and the, along with this, the
2 signage and things of that nature, the whole point is to
3 make things less cluttered and less, not uniform but less
4 carnival like maybe.

5 MR. WILSON: Yes.

6 MS. ROBERTSON: But that's it. But enforcement,
7 that with parking and everything else, it is, it really does
8 come down to enforcement.

9 MR. WILSON: That's definitely going to be a big
10 part of it.

11 MS. ROBERTSON: And having, I'm sure, the staff to
12 do it, which is, I'm sure, not easy.

13 MR. BROUS: I have two points. The first one is,
14 I think, I mean, I see both sides as I think, you know,
15 there does need to be some cleaning up on the Boardwalk.
16 It's, you know, but at the same time I think this goes too
17 far, it's a little extreme, personally.

18 And, secondly, I just, I know that we advertised
19 it, but I just, and they knew it was coming possibly, but I
20 know, like, if someone's doing a deck beside me and my
21 house, I get notification in the mail. And the fact that

1 this directly affects their business, and they weren't
2 notified by mail directly, I don't think that's fair or
3 enough to business owners, I think it should be
4 re-advertized and sent out to every business owner on the
5 Boardwalk so they're aware. I just think that's a little,
6 well, it's not fair, personally.

7 MR. WILSON: Mike.

8 MR. QUADE: I think it's our responsibility to
9 have a safe place for people to walk on the Boardwalk. So,
10 I'm totally in agreement with this.

11 MR. WILSON: All right. I will entertain a motion
12 for anything.

13 MS. ROBERTSON: I move we adopt it.

14 MR. WILSON: Okay. We've got a motion from Pam to
15 adopt as --

16 MR. QUADE: I'll second.

17 MR. WILSON: I've got a second from Mike.

18 Any further discussion?

19 All those in favor?

20 (Hands raised.)

21 MR. WILSON: And opposed?

1 (Mr. Brous raised his hand.)

2 MR. WILSON: Four to one. Joel opposed.

3 Very good. Thank you.

4 And moving on, we've got Commissioner comments or
5 Staff comments.

6 MR. BENDLER: Just one point, this is not adopted
7 formally. This is to send to the Mayor and Council. So,
8 there will be another opportunity for the public to hear
9 this, a first reading at the Mayor and Council. It will be
10 advertised, and then there will be a second reading for
11 formal adoption.

12 So, there are two opportunities for the public to
13 come out and hear this ordinance and discuss and make
14 changes.

15 (End of proceedings.)

16 -0-

1 COURT REPORTER'S CERTIFICATE

2 I, Valerie M. Dawson, RMR, certify that I
3 reported verbatim by stenotype the Proceedings of the
4 Town of Ocean City Planning and Zoning Commission
5 hearing, held on the 18th day of March, 2025.

6 I further certify that to the best of my
7 knowledge and belief, the foregoing transcript
8 constitutes a true and correct transcript of the said
9 proceedings.

10 Given under my hand this 27th day of March,
11 2025, at Salisbury, Maryland.

12
13
14
15
16
17
18 

19 Valerie M. Dawson, RMR
20 Court Reporter
21
22
23
24
25

C. Outdoor Wall Mounted Displays

Outdoor Wall Mounted Displays are subject to the below guidelines and requirements when considering dimension and placement:

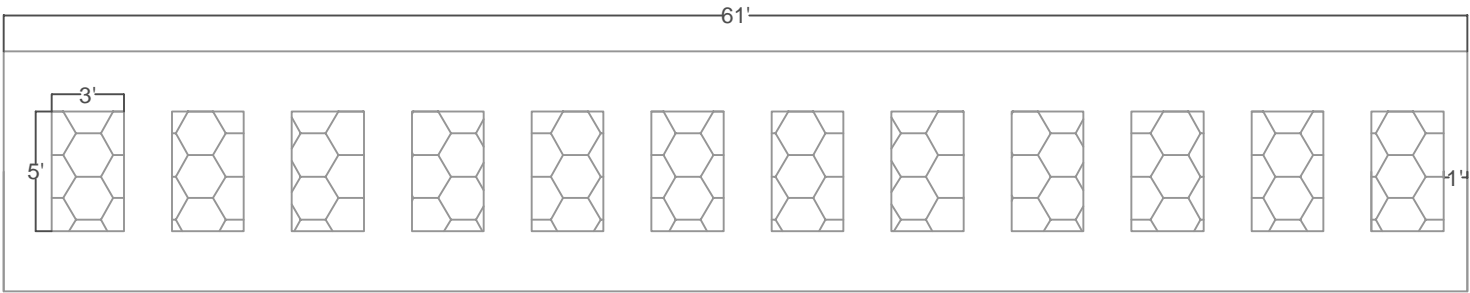
GUIDELINES & REQUIREMENTS

- (1) An Outdoor Wall Mounted Display shall not be attached to a utility pole, tree, fence, bench or sign.
- (2) Display stands, boxes, bins, clothes poles, racks, hermit crab cages, sunglass racks, etc., shall be of uniform size, type and materials to create an attractive and cohesive shopping district.
- (3) Each Outdoor Wall Mounted Display rack or merchandise board cannot exceed thirty-six inches (36") in width and sixty inches (60") in height.
- (4) Each Outdoor Wall Mounted Display rack or merchandise board shall not extend more than four inches (4") from the physical wall.
- (5) Each Outdoor Wall Mounted Display rack or merchandise board shall not be within six inches (6") of the end/edge of the business. Each wall mounted display rack or merchandise board shall be a minimum of four inches (4") off the ground.
- (6) Outdoor Wall Mounted Displays shall not be above the door frame or the pull-down door casing.
- (7) The number of Wall Mounted Displays allowed per business shall be determined by the following:

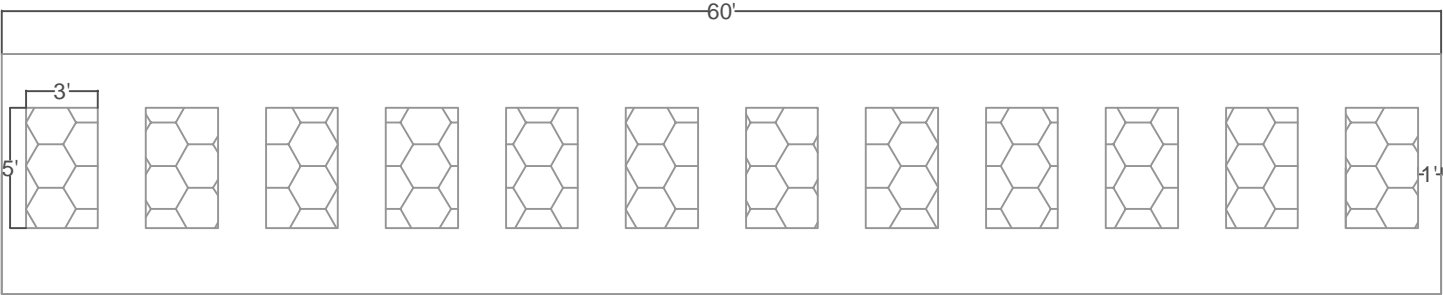
BUSINESS FRONTAGE	AMOUNT / TYPE OF DISPLAY ALLOWED
1 ft min. - 19 ft max.	Two (2) wall mounted displays or framed merchandise boards
20 ft min. - 29 ft max.	Three (3) wall mounted displays or framed merchandise boards
30 ft min. - 39 ft max.	Four (4) wall mounted displays or framed merchandise boards
40 ft min. - 60 ft max.	Five (5) wall mounted displays or framed merchandise boards
61 ft or more	Six (6) wall mounted displays or framed merchandise boards

Wall Mounted Displays

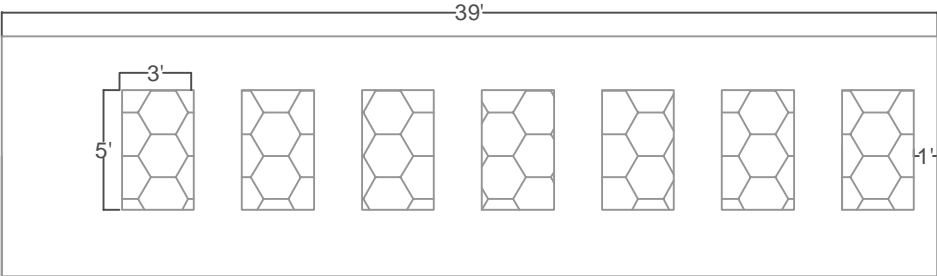
Current Ordinance



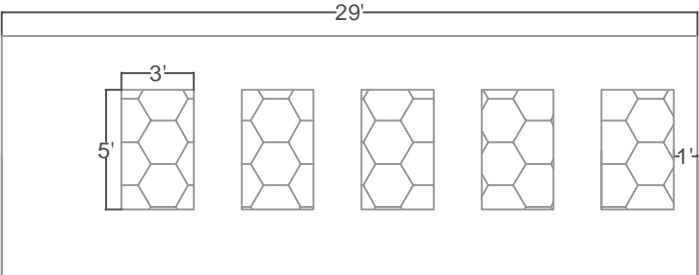
Total wall area: 10' (height)x61'(width)= 610 sq. ft. Allocated display area (30% of total): 610x0.30=183 sq. ft. Area of one display (3' x 5'): 3x5=15 sq. ft. Total number of displays that can fit: 183 ÷15= 12.2 ⇒12



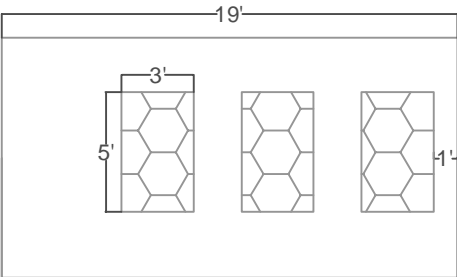
Total wall area: 10' (height)x61'(width)= 600 sq. ft. Allocated display area (30% of total): 600x0.30=180 sq. ft. Area of one display (3' x 5'): 3x5=15 sq. ft. Total number of displays that can fit: 180 ÷15= 12 ⇒12



Total wall area: 10' (height)x39'(width)= 390 sq. ft. Allocated display area (30% of total): 390x0.30=117 sq. ft. Area of one display (3' x 5'): 3x5=15 sq. ft. Total number of displays that can fit: 117÷15= 7.8 ⇒7

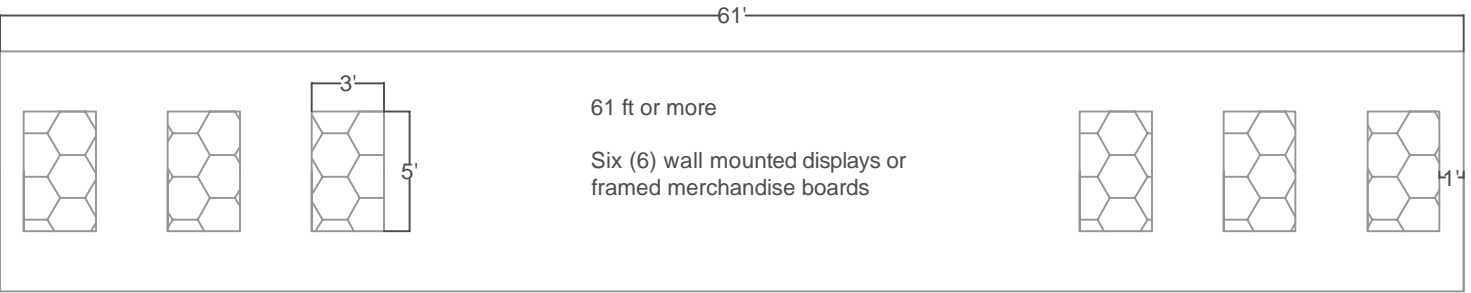


Total wall area: 10' (height)x29'(width)= 290 sq. ft. Allocated display area (30% of total): 290x0.30= 87 sq. ft. Area of one display (3' x 5'): 3x5=15 sq. ft. Total number of displays that can fit: 87÷15= 5.8 ⇒5

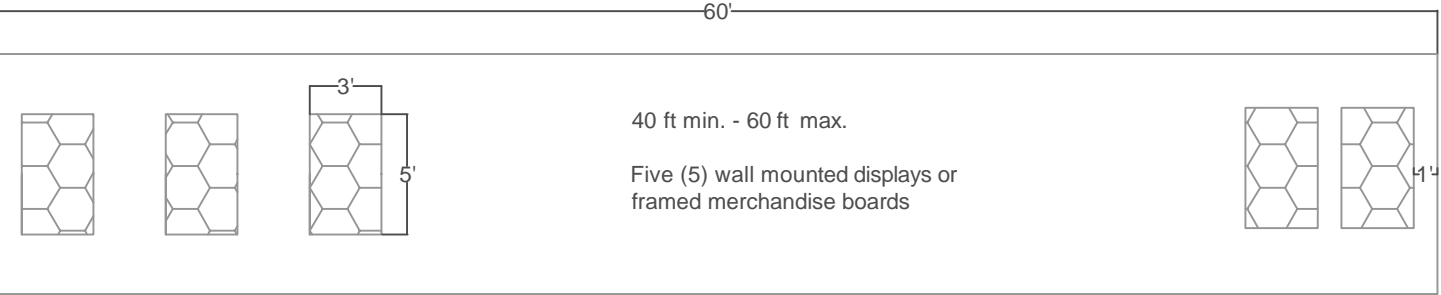


Total wall area: 10' (height)x19'(width)= 190 sq. ft. Allocated display area (30% of total): 190x0.30=57 sq. ft. Area of one display (3' x 5'): 3x5=15 sq. ft. Total number of displays that can fit: 57 ÷15= 3.8 ⇒3

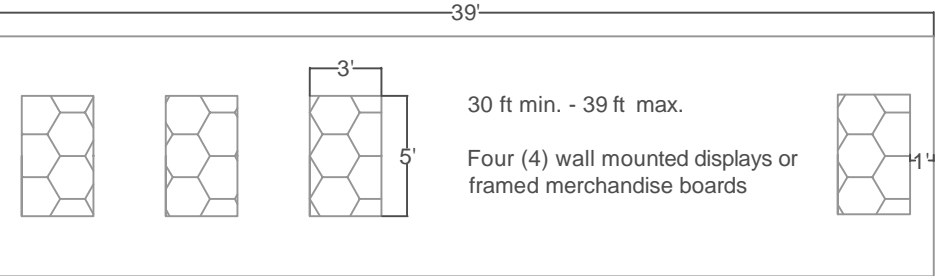
Proposed Ordinance



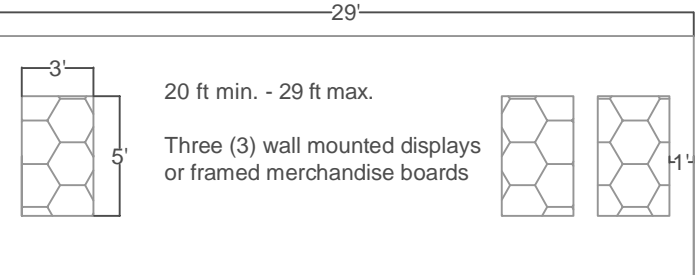
61 ft or more
Six (6) wall mounted displays or framed merchandise boards



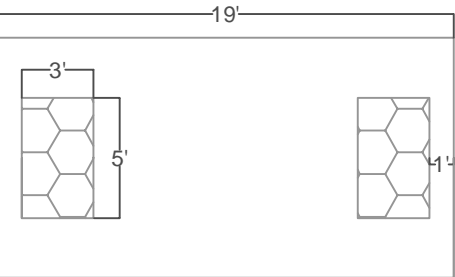
40 ft min. - 60 ft max.
Five (5) wall mounted displays or framed merchandise boards



30 ft min. - 39 ft max.
Four (4) wall mounted displays or framed merchandise boards



20 ft min. - 29 ft max.
Three (3) wall mounted displays or framed merchandise boards



1 ft min. - 19 ft max.
Two (2) wall mounted displays or framed merchandise boards

Cool Topics 107 N. Atlantic Ave



OCEAN WAVES

BOOGIE BOARDS • BEACH UMBRELLAS • BEACH CHAIRS • BEACH TOWELS • SUNSCREEN • RESORT WEAR • SOUVENIRS • DISPOSABLE VAPES





This example elevation is to illustrate the requirements surrounding Outdoor Wall Mounted Displays and their placement on any business along the Ocean City Boardwalk. The example vendor used in this image has a storefront that is twenty-seven feet (27') wide thus permitting them a quantity of three (3) wall mounted displays or framed merchandise boards as shown. Outdoor Wall Mounted Display examples are highlighted in green.

1 Outdoor Wall-Mounted Displays shall not be above the door frame or the pull-down door casing.

2 Each Outdoor Wall-Mounted Display rack or merchandise board shall be a minimum of four inches (4") off the ground.

3 No Outdoor Wall-Mounted Display shall be within six inches (6") of the end/edge of the business

4 Each Outdoor Wall-Mounted Display rack or merchandise board not to exceed (NTE) thirty-six inches (36") in width and sixty inches (60") in height.



This example elevation is to illustrate the quantity of allowed Outdoor Wall Mounted Displays, shown at their maximum allowed size, based on individual business frontage. Use this graphic and the chart displayed on page 13 to determine your business’s allowance.



SCALE: 1/4" = 1'-0"

MAGENTA COLOR FIELDS REPRESENT OUTDOOR WALL MOUNTED DISPLAYS
AT THEIR MAXIMUM ALLOWED SIZE

D. Outdoor Freestanding Displays

Outdoor Freestanding Displays are subject to the below guidelines and requirements when considering dimension and placement:

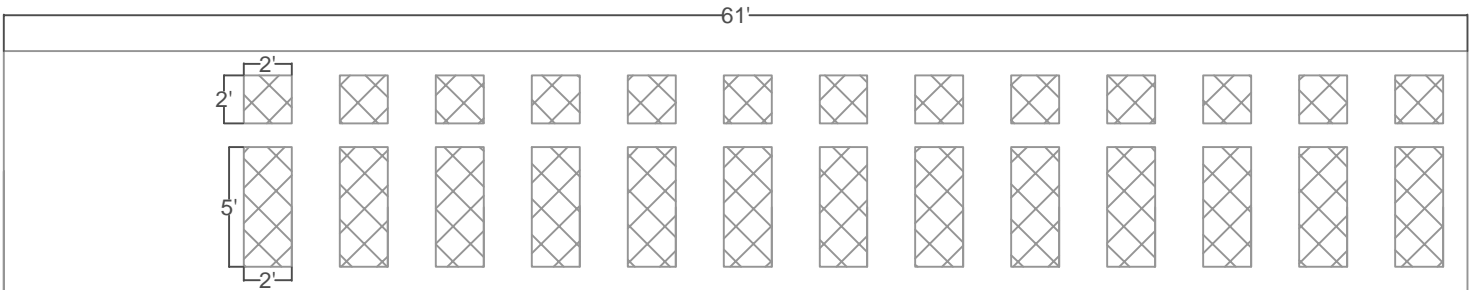
GUIDELINES & REQUIREMENTS

- (1) Racks shall be no more than twenty-four inches (24") in depth, sixty inches (60") in length and sixty inches (60") in height. Bins may be no more than twenty-four inches (24") in depth, twenty-four inches (24") in length and sixty inches in height.
- (2) No Outdoor Freestanding Display may exceed inches (60") in height, except surfboards, windsocks, kites, or sunglass racks which are manufactured at six feet.
- (3) No Outdoor Freestanding Display shall be placed within twelve inches (12") of either end/edge of the business.
- (4) The number of Outdoor Freestanding Displays allowed per business shall be determined by the following:

BUSINESS FRONTAGE	AMOUNT / TYPE OF DISPLAY ALLOWED
1 ft min. - 19 ft max.	One (1) rack and two (2) bins
20 ft min. - 29 ft max.	Two (2) racks and two (2) bins
30 ft min. - 39 ft max.	Three (3) racks and four (4) bins
40 ft min. - 60 ft max.	Four (4) racks and five (5) bins
61 ft or more	Five (5) racks and six (6) bins

Freestanding Displays

Current Ordinance



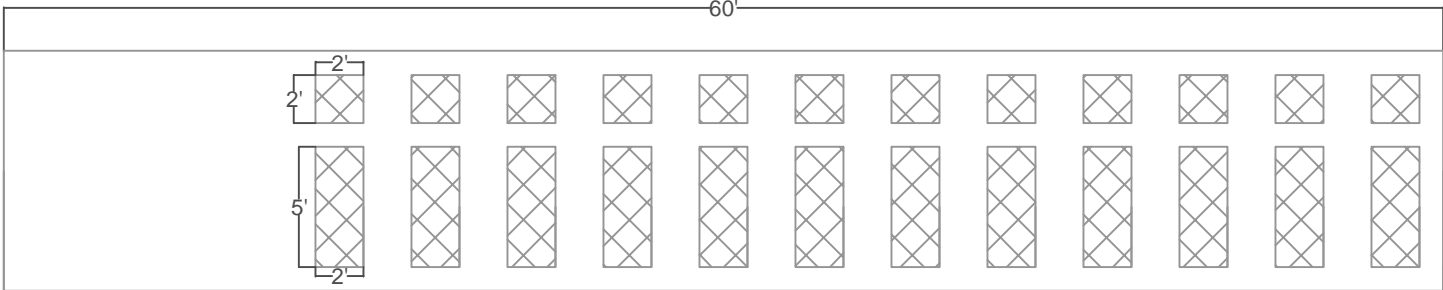
Total free standing area:
10' (length)×61'(width)= 610 sq. ft.

Allocated display area
(30% of total): 610×0.30=183 sq. ft.

Area of one bin (2' x 2'): 2×2= 4 sq. ft.

Area of one rack (2' x 5'): 2×5= 10 sq. ft.

Total number of displays that can fit:
(13×10)+(13×4)=130+52=182 sq ft
13 bins & 13 racks



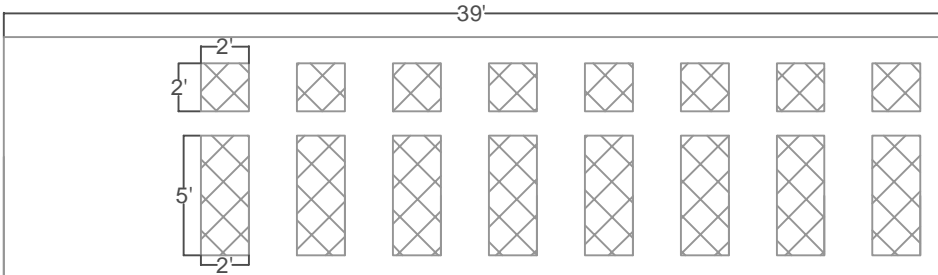
Total free standing area:
10' (length)×61'(width)= 600 sq. ft.

Allocated display area
(30% of total): 600×0.30=180 sq. ft.

Area of one bin (2' x 2'): 2×2= 4 sq. ft.

Area of one rack (2' x 5'): 2×5= 10 sq. ft.

Total number of displays that can fit:
(12×10)+(12×4)=120+48=168 sq ft
12 bins & 12 racks



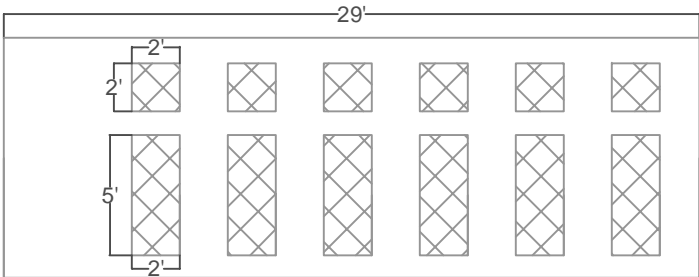
Total free standing area:
10' (length)×39' (width)= 390 sq. ft.

Allocated display area
(30% of total): 390×0.30=117 sq. ft.

Area of one bin (2' x 2'): 2×2= 4 sq. ft.

Area of one rack (2' x 5'): 2×5= 10 sq. ft.

Total number of displays that can fit:
(8×10)+(8×4)=80+32=112sq ft
8 bins & 8 racks



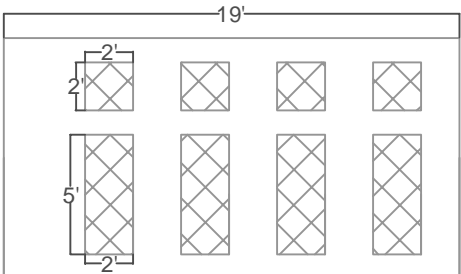
Total free standing area:
10' (length)×61'(width)= 290 sq. ft.

Allocated display area
(30% of total): 290 × 0.30= 87 sq. ft.

Area of one bin (2' x 2'): 2×2= 4 sq. ft.

Area of one rack (2' x 5'): 2×5= 10 q. ft.

Total number of displays that can fit:
(6×10)+(6×4)=60+24= 84 sq ft
6 bins & 6 racks



Total free standing area:
10' (length)×61'(width)= 190 sq. ft.

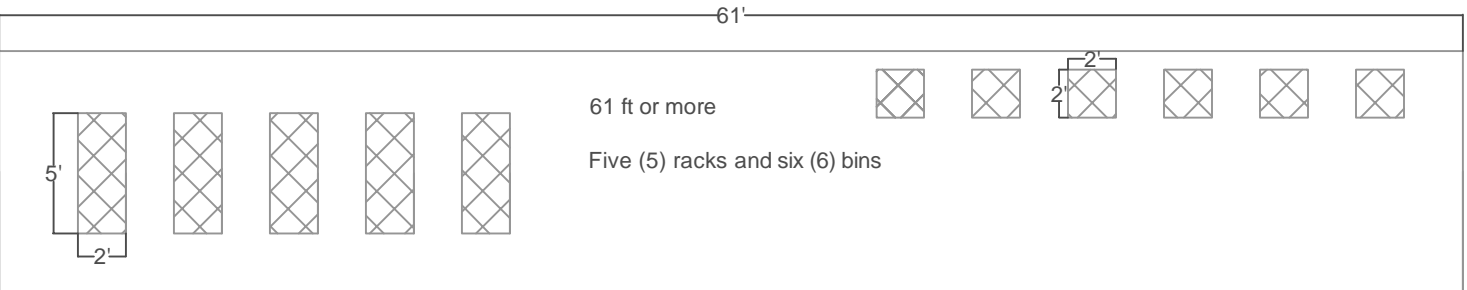
Allocated display area
(30% of total): 190×0.30= 57 sq. ft.

Area of one bin (2' x 2'): 2×2= 4 sq. ft.

Area of one rack (2' x 5'): 2×5= 10 sq. ft.

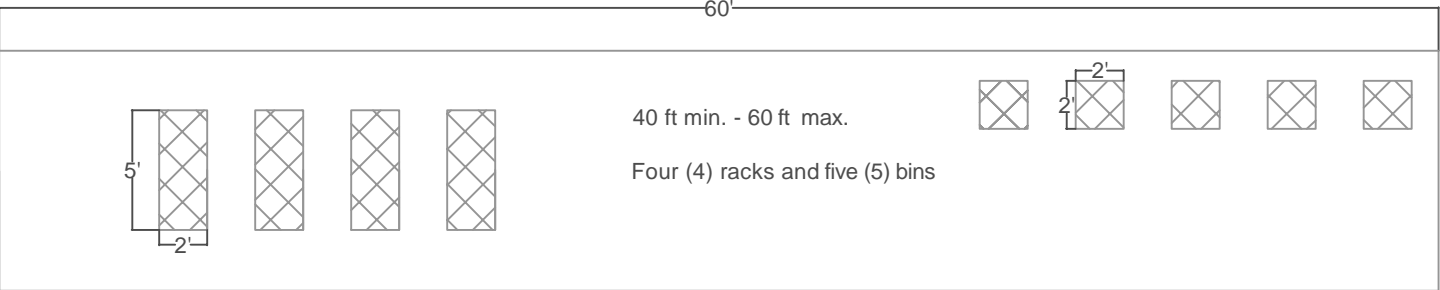
Total number of displays that can fit:
(4×10)+(4×4)= 40+16= 57 sq ft
4 bins & 4 racks

Proposed Ordinance



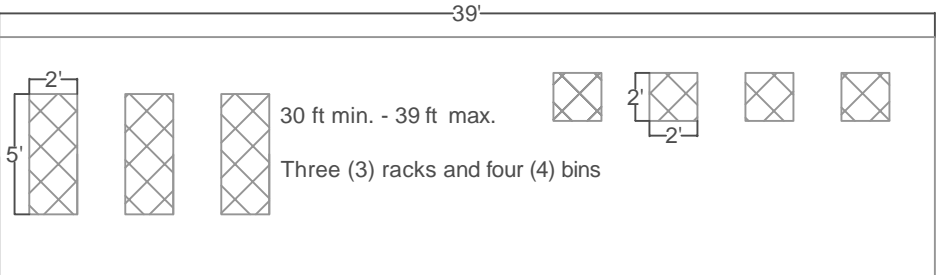
61 ft or more

Five (5) racks and six (6) bins



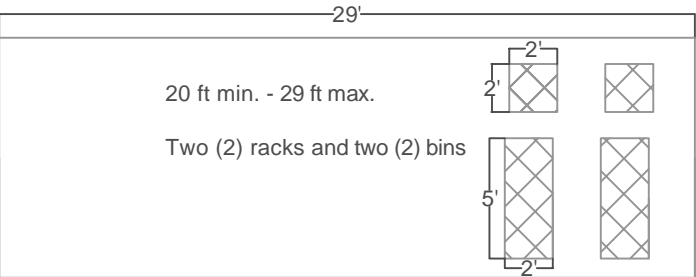
40 ft min. - 60 ft max.

Four (4) racks and five (5) bins



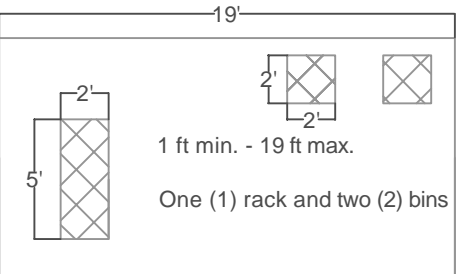
30 ft min. - 39 ft max.

Three (3) racks and four (4) bins



20 ft min. - 29 ft max.

Two (2) racks and two (2) bins



1 ft min. - 19 ft max.

One (1) rack and two (2) bins



Maytalk taken June 6, 2024



Shopper's Paradise

Shopper's Paradise

2118

SHOPPER'S
PARADISE
MEN'S
BATHING SUITS

28

2130

2125

2115
17.99 ea.

2118
19.99 ea.

2115
17.99 ea.



This example elevation is to illustrate the requirements surrounding Outdoor Freestanding Displays and their placement on any business along the Ocean City Boardwalk. The example vendor used in this image has a storefront that is twenty-seven feet (27') wide thus permitting them a quantity of one (1) rack and two (2) bins. Outdoor Freestanding Display examples are highlighted in green.

1
No Outdoor Freestanding Display shall be within twelve inches (12") of the end/edge of the business.

2
No display may exceed sixty inches (60") in height, except surfboards, windsocks, kites, or sunglass racks which are manufactured at six feet.

3
Bins may be no more than twenty-four inches (24") in depth, twenty-four inches (24") in length and sixty inches (60") in height.

4
Racks may be no more than twenty-four inches (24") in depth, sixty inches (60") in length and sixty inches (60") in height.



SCALE: 1/4" = 1'-0"

This example elevation is to illustrate the quantity of allowed Exterior Freestanding Displays, shown at their maximum allowed size, based on individual business frontage. Use this graphic and the chart displayed on page 18 to determine your business’s individual allowance.



SCALE: 1/4" = 1'-0"

MAGENTA COLOR FIELDS REPRESENT FREESTANDING WALL MOUNTED DISPLAYS
(RACKS & BINS) AT THEIR MAXIMUM ALLOWED SIZE

F. A-Frame Signs

A-Frame Signs are subject to the below guidelines and requirements when considering dimension and placement:

GUIDELINES & REQUIREMENTS

- (1) Each business with Boardwalk frontage is allowed one A-frame Sign. No A-frame Signs will be allowed unless associated with a Boardwalk store/restaurant and in front of the Boardwalk business on the business' property.
- (2) A-Frame Signs shall not be used for outdoor displays of merchandise, including vellums. Nothing may be attached to the A-Frame that extends above, on the edges, or extends beyond the frame. A-Frame Signs may be two-sided.
- (3) A-Frame Signs are not allowed on street-ends.
- (4) No A-Frame Sign may encroach into the boardwalk.
- (5) A-Frame signs shall not exceed thirty-six (36") inches by forty-eight inches (48"), or twelve square feet (12' sq.) on each side. A-Frame signs shall not exceed forty-eight inches (48") in height including the legs.

This example elevation is to illustrate the requirements for A-Frame Signs. Use this as a reference when determining quantity and placement.

1 Each business with Boardwalk frontage is allowed one A-frame sign. No A-Frame sign may encroach into the boardwalk.

2 A-Frame signs shall not exceed forty-eight (48") inches in height including the legs.

3 Nothing may be attached to the A-Frame that extends above, on the edges, or extends beyond the frame. A-Frame Signs may be two-sided.

4 A-Frame signs are not allowed on street-ends.



SCALE: 1/4" = 1'-0"



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 9.B

Council Meeting May 5, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Jennie Knapp, Budget and Management Director
RE: First Reading - Ordinance 2025-14, FY26 Proposed Budget
DATE: April 28, 2025

ISSUE(S): First Reading of Ordinance 2025-14 to adopt the Fiscal Year 2026 proposed operating budget.

SUMMARY: The FY 26 budget totals \$181,883,727, with a General Fund budget of \$119,920,345. The proposed tax rate is .4426, which is higher than the constant yield rate of .3958 and generates \$5,593,058 of new real property revenue. The tax rate for personal property and corporation tax remains at \$1.11 per \$100 of assessed valuation. Anticipated revenue from real property taxes is \$53,940,104, which funds 45% of the General Fund budget. Capital projects have been funded at \$3.4 million, which includes \$1.8 million for street paving, \$1.5 million for the Capital Maintenance Fund, and \$100,000 for Boardwalk re-decking. Projects approved as "pay-as-you-go" in the Capital Improvement Plan (CIP) will be funded through existing funds in the Capital Maintenance Fund. They include: 4th street parking lot expansion, \$200,000; street paving, \$350,000; canal dredging, \$600,000; City Hall renovations, \$100,000; Northside Park pathway improvements, \$100,000; Northside Park softball lights, \$500,000; storm drain cleaning, \$100,000; Worcester Street comfort station 2nd floor reconfiguration, \$200,000, and City Watch, \$50,000.

Further information about the FY 26 budget can be found on the Town's webpage, www.oceancitymd.gov, by selecting the FY 26 Budget on the main page.

FISCAL IMPACT: Fund balance in the amount of \$1,938,179 has been appropriated to provide a \$1,170,179 transfer to the Capital Maintenance Fund for future capital projects. Funding for the Northside Park playground replacement at \$268,000 and funding for the purchase of ten Police take-home vehicles at \$500,000 have also been included. An additional \$329,821 transfer to the Capital Maintenance Fund was funded through operations, bringing the total transfer to Capital Maintenance to \$1.5 million.

RECOMMENDATION: Approve Ordinance 2025-14 on First Reading.



Financially Sound Town Government

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: Jennie Knapp, Director of Budget and Management
Terence McGean, City Manager

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. FY 26 Adopted Budget.pdf

ORDINANCE 2025-

TOWN OF OCEAN CITY
OPERATING BUDGET
FISCAL YEAR 2026

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section I, General Fund:		
A. Anticipated Revenue:		
Property Taxes	\$ 56,486,104	\$ 56,486,104
Other Taxes	31,398,000	31,398,000
Licenses and Permits	5,435,162	5,435,162
Revenue From Other Agencies	7,570,854	7,570,854
Charges For Services	13,798,402	13,798,402
Fines and Forfeitures	1,458,600	1,458,600
Other Revenue	1,835,044	1,835,044
Prior Year Reserves	<u>1,938,179</u>	<u>1,938,179</u>
Total Revenue	\$ <u>119,920,345</u>	\$ <u>119,920,345</u>
B. Anticipated Expenditures:		
General Government	\$ 5,898,139	\$ 5,898,139
Public Safety	50,964,987	50,964,987
Public Works/Beach Maintenance	7,944,888	7,944,888
Sanitation and Waste Removal	8,435,953	8,435,953
Highways and Streets	7,009,012	7,009,012
Economic Development -Tourism	15,111,430	15,111,430
Culture and Recreation	9,767,781	9,767,781
Debt Service	<u>5,523,151</u>	<u>5,523,151</u>
Sub Total	\$ 110,655,341	\$ 110,655,341
To Airport Fund	320,159	320,159
To Transportation	2,664,205	2,664,205
To Convention Center Fund	2,407,140	2,407,140
To Capital Maintenance Fund	1,500,000	1,500,000
To Vehicle Trust	500,000	500,000
To Capital Projects	<u>1,873,500</u>	<u>1,873,500</u>
Total Expenditures	\$ <u>119,920,345</u>	\$ <u>119,920,345</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section II, Water Fund:		
A. Anticipated Revenue:		
Water Sales	\$ 5,772,200	\$ 5,772,200
Water Fixture Charge	3,290,000	3,290,000
Service Charges	328,744	328,744
Capacity/Impact Fees	142,128	142,128
Prior Year Reserves	<u>0</u>	<u>0</u>
Total Revenue	\$ <u>9,533,072</u>	\$ <u>9,533,072</u>

B. Anticipated Expenditures:		
Personal Services	\$ 2,540,377	\$ 2,540,377
Non-Personal Services	3,802,333	3,802,333
Debt Service	1,845,741	1,845,741
Transfer to Reserves	194,621	194,621
Capital Outlay	<u>1,150,000</u>	<u>1,150,000</u>
Total Expenditures	\$ <u>9,533,072</u>	\$ <u>9,533,072</u>

Section III, Transportation Fund:

A. Anticipated Revenue:		
Bus Revenue	\$ 2,454,141	\$ 2,454,141
Federal and State Grants	4,955,249	4,955,249
Transfer-In From General Fund	2,664,205	2,664,205
Prior Year Reserves	<u>0</u>	<u>0</u>
Total Revenue	\$ <u>10,073,595</u>	\$ <u>10,073,595</u>

B. Anticipated Expenditures:		
Personal Services	\$ 3,282,396	\$ 3,282,396
Non-Personal Services	3,501,199	3,501,199
Capital Outlay	<u>3,290,000</u>	<u>3,290,000</u>
Total Expenditures	\$ <u>10,073,595</u>	\$ <u>10,073,595</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section IV, Wastewater Fund:		
A. Anticipated Revenue:		
Wastewater Treatment Charges	\$ 14,621,864	\$ 14,621,864
Service Charges	1,270,833	1,270,833
Capacity/Impact Fees	248,160	248,160
Prior Year Reserves	<u>0</u>	<u>0</u>
Total Revenue	\$ <u>16,140,857</u>	\$ <u>16,140,857</u>

B. Anticipated Expenditures:

Personal Services	\$ 4,766,653	\$ 4,766,653
Non-Personal Services	5,657,562	5,657,562
Debt Service	2,316,229	2,316,229
Transfer to Reserves	0	0
Capital Outlay	<u>3,400,413</u>	<u>3,400,413</u>
Total Expenditures	\$ <u>16,140,857</u>	\$ <u>16,140,857</u>

Section V, Airport Fund:

A. Anticipated Revenue:

Fuel Sales	\$ 809,700	\$ 809,700
Rents and Other Revenue	426,228	426,228
Service Charges	228,000	228,000
Federal and State Grants	4,935,000	4,935,000
Prior Year Reserves	100,000	100,000
Transfer-In From General Fund	<u>320,159</u>	<u>320,159</u>
Total Revenue	\$ <u>6,819,087</u>	\$ <u>6,819,087</u>

B. Anticipated Expenditures:

Personal Services	\$ 403,685	\$ 403,685
Non-Personal Services	1,115,402	1,115,402
Debt Service	0	0
Capital Outlay	<u>5,300,000</u>	<u>5,300,000</u>
Total Expenditures	\$ <u>6,819,087</u>	\$ <u>6,819,087</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section VI, Municipal Golf Course Fund:		
A. Anticipated Revenue:		
Service Charges	\$ 2,494,500	\$ 2,494,500
Sales and Concessions	592,349	592,349
Other Revenue	80,000	80,000
Prior Year Reserves	<u>6,234</u>	<u>6,234</u>
Total Revenue	\$ <u>3,173,083</u>	\$ <u>3,173,083</u>
B. Anticipated Expenditures:		
Personal Services	\$ 1,376,271	\$ 1,376,271
Non-Personal Services	1,490,711	1,490,711
Debt Service	86,476	86,476
Transfer to Reserves	186,125	186,125
Capital Outlay	<u>33,500</u>	<u>33,500</u>
Total Expenditures	\$ <u>3,173,083</u>	\$ <u>3,173,083</u>

Section VII, Convention Center Fund:

A. Anticipated Revenue:		
Service Charges	\$ 2,508,159	\$ 2,508,159
State and County Grants	2,457,139	2,457,139
Food & Beverage Tax	1,860,000	1,860,000
Prior Year Reserves	0	0
Transfer-In From General Fund	<u>2,407,140</u>	<u>2,407,140</u>
Total Revenue	\$ <u>9,232,438</u>	\$ <u>9,232,438</u>
B. Anticipated Expenditures:		
Personal Services	\$ 4,303,902	\$ 4,303,902
Non-Personal Services	2,788,588	2,788,588
Debt Service	1,668,519	1,668,519
Transfer to Reserves	471,429	471,429
Capital Outlay	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>9,232,438</u>	\$ <u>9,232,438</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
--------	------------------------	------------------------

Section VIII, Information Technology Fund:

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 2,796,338	\$ 2,796,338
Prior Year Reserves	<u>5,978</u>	<u>5,978</u>
Total Revenue	\$ <u>2,802,316</u>	\$ <u>2,802,316</u>

B. Anticipated Expenditures:

Personal Services	\$ 1,301,896	\$ 1,301,896
Non-Personal Services	1,475,420	1,475,420
Transfer to Reserves	<u>25,000</u>	<u>25,000</u>
Total Expenditures	\$ <u>2,802,316</u>	\$ <u>2,802,316</u>

Section IX, Service Center Fund:

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 5,669,900	\$ 5,669,900
Prior Year Reserves	<u>85,967</u>	<u>85,967</u>
Total Revenue	\$ <u>5,755,867</u>	\$ <u>5,755,867</u>

B. Anticipated Expenditures:

Personal Services	\$ 2,129,424	\$ 2,129,424
Non-Personal Services	3,626,443	3,626,443
Debt Service	0	0
Capital Outlay	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>5,755,867</u>	\$ <u>5,755,867</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section X, Vehicle & Equipment Trust Fund:		
A. Anticipated Revenue:		
Service Charges To Other Funds	\$ 4,088,218	\$ 4,088,218
Sales - Materials & Service	378,110	378,110
Sale of Assets	100,000	100,000
Transfer From General Fund	500,000	500,000
Prior Year Reserves	<u>0</u>	<u>0</u>
Total Revenue	\$ <u>5,066,328</u>	\$ <u>5,066,328</u>

B. Anticipated Expenditures:

Non-Personal Services	\$ 1,213,237	\$ 1,213,237
Debt Service	905,092	905,092
Transfers to Reserves	0	0
Capital Outlay	<u>2,947,999</u>	<u>2,947,999</u>
Total Expenditures	\$ <u>5,066,328</u>	\$ <u>5,066,328</u>

Section XI, Risk Management Fund:

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 4,054,522	\$ 4,054,522
Interest Earned	117,699	117,699
Prior Year Reserves	<u>0</u>	<u>0</u>
Total Revenue	\$ <u>4,172,221</u>	\$ <u>4,172,221</u>

B. Anticipated Expenditures:

Personal Services	\$ 225,007	\$ 225,007
Non-Personal Services/Claims	3,887,214	3,887,214
Transfer to Reserves	<u>60,000</u>	<u>60,000</u>
Total Expenditures	\$ <u>4,172,221</u>	\$ <u>4,172,221</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section XII, Pension Trust Funds:		
A. Anticipated Revenue:		
Employer Contributions	\$ 9,005,000	\$ 9,005,000
Employee Contributions	2,070,000	2,070,000
Investment Earnings	<u>7,050,000</u>	<u>7,050,000</u>
Total Revenue	\$ <u>18,125,000</u>	\$ <u>18,125,000</u>
B. Anticipated Expenditures:		
Benefit Payments	\$ 10,825,000	\$ 10,825,000
Non-Personal Services	915,000	915,000
Reserve for Employee's Retirement	<u>6,385,000</u>	<u>6,385,000</u>
Total Expenditures	\$ <u>18,125,000</u>	\$ <u>18,125,000</u>
Section XIII, OPEB Trust Funds:		
A. Anticipated Revenue:		
Employer Contributions	\$ 0	\$ 0
Employee Contributions	335,000	335,000
Investment Earnings	<u>1,500,000</u>	<u>1,500,000</u>
Total Revenue	\$ <u>1,835,000</u>	\$ <u>1,835,000</u>
B. Anticipated Expenditures:		
Benefit Payments	\$ 1,550,000	\$ 1,550,000
Non-Personal Services	220,000	220,000
Reserve for Retiree Health	<u>65,000</u>	<u>65,000</u>
Total Expenditures	\$ <u>1,835,000</u>	\$ <u>1,835,000</u>

SOURCE	1ST READING FY-2026	2ND READING FY-2026
Section XIV, General Capital Projects Fund:		
A. Anticipated Revenue:		
General Fund Contribution	3,373,500	3,373,500
Inlet Lot Parking Revenue	<u>240,000</u>	<u>240,000</u>
Total Revenue	\$ <u>3,613,500</u>	\$ <u>3,613,500</u>
B. Anticipated Expenditures:		
Street Paving	1,773,500	1,773,500
Capital Maintenance	1,500,000	1,500,000
Boardwalk Maintenance	100,000	100,000
Reserve for Future Capital Projects	<u>240,000</u>	<u>240,000</u>
Total Expenditures	\$ <u>3,613,500</u>	\$ <u>3,613,500</u>

Section XIV, All Funds Expenditure Summary:

General Fund	\$ 119,920,345	\$ 119,920,345
Water Fund	9,533,072	9,533,072
Transportation Fund	10,073,595	10,073,595
Wastewater Fund	16,140,857	16,140,857
Airport Fund	6,819,087	6,819,087
Municipal Golf Course Fund	3,173,083	3,173,083
Convention Center Fund	9,232,438	9,232,438
Information Technology Fund	2,802,316	2,802,316
Service Center Fund	5,755,867	5,755,867
Vehicle & Equipment Trust Fund	5,066,328	5,066,328
Risk Management Fund	4,172,221	4,172,221
Pension Trust Funds	18,125,000	18,125,000
OPEB Trust Fund	<u>1,835,000</u>	<u>1,835,000</u>
Sub Total	\$ 212,649,209	\$ 212,649,209
LESS: Interfund Transfers	<u>(34,378,982)</u>	<u>(34,378,982)</u>
Total Expenditures	\$ 178,270,227	\$ 178,270,227
Capital Projects Fund - General	<u>3,613,500</u>	<u>3,613,500</u>
Grand Total	\$ <u>181,883,727</u>	\$ <u>181,883,727</u>

Section XV, Special Authorization - Budget Manager:

The Director of Budget and Management shall be authorized to reallocate departmental appropriations among the various objects of expenditures as she deems necessary. Such changes shall be approved by the Finance Administrator & City Manager.

Section XVI, Restrictions - City Manager:

- A. The utilization of any contingency appropriation shall be accomplished only with prior authorization from the Mayor and Council.
- B. Utilization of appropriations established in the Capital Improvement Fund may be accomplished only with the express approval of the Mayor and Council.

Section XVII, Tax Rate:

An Ad Valorem Tax Rate of \$0.4426 per \$100 of assessed valuation of real property and a rate of \$1.11 per \$100 of assessed valuation of corporate and personal property tax is required to fund this budget.

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on May 5, 2025.

ADOPTED AND PASSED, as amended, by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on May 19, 2025.

RICHARD W. MEEHAN, MAYOR

MATTHEW M. JAMES, PRESIDENT

DIANA CHAVIS, CITY CLERK

ANTHONY J. DELUCA, SECRETARY

ADOPTED:

Date

MOTION TO ADOPT BY:

MOTION SECONDED BY:

VOTE:

FOR:

AGAINST:



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 9.C
Council Meeting May 5, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Heather Stansbury, City Solicitor
RE: Ordinance 2025-15, Sleeping, obstructing and storing personal property in public places
DATE: April 28, 2025

ISSUE(S): First Reading of Ordinance 2025-15 amends Chapter 58, entitled Offenses and Miscellaneous Provisions, by adding Article VII, entitled Sleeping, Obstructing and Storing Personal Property in Public Places.

SUMMARY: At the April 29 Work Session, the Mayor and City Council were provided with as summary of public health and safety concerns over sleeping, obstructing and storing personal property in public places and proposed ordinance provisions. Council approved the proposed ordinance for first reading May 5.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve Ordinance 2025-15 on first reading.



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: City Solicitor Heather Stansbury

COORDINATED WITH: Ocean City Police Department

ATTACHMENT(S): 1 . ORD 2025 - Amend Chapter 58, Article VII, Sleeping, Obstructing & Storing Pers. Prop. in Public Places.pdf

First Reading _____

Second Reading _____

ORDINANCE 2025-**ORDINANCE TO AMEND CHAPTER 58, BY ADDING ARTICLE VII, ENTITLED
“SLEEPING, OBSTRUCTING AND STORING PERSONAL PROPERTY IN
PUBLIC PLACES” OF THE CODE OF THE TOWN OF OCEAN CITY,
MARYLAND**

WHEREAS, the Council of Ocean City has the authority pursuant to Town Charter Section C-414 to pass ordinances as it may deem necessary for the protection and promotion of the health, safety, comfort and welfare of its residents and visitors; and

WHEREAS, the unregulated use of public places for sleeping and obstructing or storing personal property is causing unsanitary conditions, including the accumulation of trash, human waste, and hazardous materials, creating public health risks; and

WHEREAS, sleeping, obstructing or storing personal property in certain public places hinders access for emergency responders, impedes visibility at intersections, and creates safety hazards for pedestrians, cyclists, and drivers; and

WHEREAS, the intended and ordinary use of public places, including, but not limited to, sidewalks, the boardwalk, comfort stations, rights-of-way, and bus stops should remain unobstructed and accessible to all members of the public without interference, disruption or cause for safety concerns; and

WHEREAS, the use of public places for the storage of personal property has/can lead to damage and deterioration of public infrastructure, increasing maintenance costs and limiting availability for other public uses; and

WHEREAS, although Section 106-112 and 106-113 of the Town’s Code addresses sleeping on and occupying the beach during certain times and therefore is not needed to be addressed by Section 58-206, the storage of personal property on the beach needs to be addressed for the reasons otherwise stated herein; and

WHEREAS, a person who sleeps, obstructs, or stores personal property in a public place is exposed and vulnerable, therefore at risk to be a victim of crime and subject to life-threatening weather conditions; and

WHEREAS, sleeping, obstructing, and storing personal property in public places has negatively affected local businesses, and contributed to the deterioration of the quality of life of both residents and visitors; and

LAW OFFICES

AYRES, JENKINS,
GORDY & ALMAND, P.A.SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

WHEREAS, it is just and proper that the Mayor and City Council enact this Ordinance as stated below.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT CHAPTER 58, BE AMENDED TO ADD ARTICLE VII, "SLEEPING, OBSTRUCTING AND STORING PERSONAL PROPERTY IN PUBLIC PLACES" OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND, AND IT BE AND IT IS HEREBY ENACTED AS FOLLOWS:

CHAPTER 58 – OFFENSES AND MICELLANEOUS PROVISIONS

...

ARTICLE VII. - SLEEPING, OBSTRUCTING AND STORING PERSONAL PROPERTY IN PUBLIC PLACES

Sec 58-205. – Definitions.

The following words, terms and phrases used in this Article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.

Discarded Property Notice means and shall include a written notice that states the following: (1) the general description of the discarded personal property; (2) the location from which the personal property was removed; (3) the date and time that the notice is posted; (4) a statement that the personal property had been stored in violation of Section 58-207(a); and (5) a statement that the personal property has been discarded pursuant to Section 58-207(d).

Obstruct means to willfully, and without lawful purpose, hinder the free passage of another in a public place.

Store, stored, storing and storage means to accumulate, leave, or place personal property in a public place for more than twenty-four (24) hours. Moving personal property to another location in a public place or returning personal property to the same general public place on a daily or regular basis shall be considered storing and shall not be considered to be removing the personal property from a public place. This definition shall not include any personal property that, pursuant to statute, ordinance, permit, regulation or other authorization by the Town or State, is stored with the permission of the Town or State on real property owned or maintained by the Town.

Personal Property includes, but may not be limited to backpacks, bags, bedding, bins, bicycles, carts, clothing, chairs, containers, cooking equipment, furniture, luggage, sleeping bags, strollers, tarps, tents, and wagons or other items similar in nature.

Pre-Removal Notice means and shall include a written notice that states the following: (1) the general description of the personal property subject to removal; (2) the location from which the personal property shall be removed; (3) the date and time that the notice is posted; (4) a statement that the personal property has been stored in violation of Section 58-207(a);

(5) a statement that the personal property will be impounded if not removed from the public place within twenty-four (24) hours of the posting of the notice; (6) a statement that moving the personal property to another location in a public place shall not be considered removal of personal property from a public place sufficient to avoid violation of Section 58-207(a); (7) the address where the personal property will be located if removed; and (8) a statement that impounded personal property will be discarded if not claimed within thirty (30) days after impoundment.

Post-Removal Notice means and shall include a written notice that states the following: (1) the general description of the personal property; (2) the location from which the personal property was removed; (3) the date and time that the notice is posted; (4) a statement that the personal property had been stored in violation of Section 58-207(a); (5) a statement that the personal property has been impounded; (6) the address where the removed personal property is located, including a telephone number by which a person may receive information as to the impounded personal property; and (7) a statement that impounded personal property will be discarded if not claimed within thirty (30) days after impoundment.

Public Place shall mean any alley, boardwalk (to include the seawall and benches), boat ramp, courtyard, comfort station, easement, park (which includes the beach), parking lot, pavilion, plaza, public way, right-of-way, sidewalk, street, or transportation facility (to include a bus stop) owned or maintained by the Town.

Sec 58–206. - Sleeping in or Obstructing Public Places.

- (a) It shall be unlawful for any person to sleep, obstruct, or occupy as sleeping quarters, or occupy space in a manner consistent with overnight habitation, or pretend to sleep, on any public place except as it relates to sleeping or occupying beaches which is permitted at certain times by sections 106-112 and 106-113 of this Code.
- (b) When any person causes or commits any of the conditions enumerated in subsection (a) of this section, a law enforcement officer shall order that person to stop causing or committing the prohibited conditions and provide the person with one (1) warning to discontinue the prohibited act(s).
- (c) A person who violates the provisions of subsection (a) of this section after being ordered to stop causing or committing the prohibited conditions and who has been warned pursuant to subsection (b) of this section, shall be charged with a misdemeanor, and upon conviction thereof, shall be subject to the applicable penalties defined in section 1-8(b). Nothing in this section shall be construed as prohibiting the Town from enforcing all other provisions of this Code or applicable laws.

Sec. 58–207. - Storing Personal Property in Public Places.

- (a) It shall be unlawful for any person to store personal property in or on any public place.

- (b) Except as stated in subsections (d), (e) and (f), and in addition to the penalty in subsection (g), when any person stores personal property in a public place, a law enforcement officer shall post a Pre-Removal Notice conspicuously on or near the personal property. If the personal property remains in the public place for a period of twenty (24) hours after the posting of the Pre-Removal Notice, then the personal property may be removed by the Town. Upon removal of the personal property, a law enforcement officer shall post the Post-Removal Notice conspicuously on or near the area from which the personal property was removed.
- (c) Except as stated in subsection (d), the Town shall store impounded personal property under this section for thirty (30) days, after which time, if not claimed, the personal property may be discarded. The Town shall not be required to undertake any search for or return to the owner any impounded personal property stored for longer than thirty (30) days, however the Town shall maintain a record of the date any impounded personal property is discarded.
- (d) A law enforcement officer may direct any personal property located in or on a public place to be immediately removed and discarded by the Town, without the need for a Pre-Removal Notice or a twenty-four (24) hour waiting period, if the personal property poses an immediate threat to the health, safety or welfare of the public. A law enforcement officer shall post a Discarded Personal Property Notice conspicuously on or near the area from which the personal property was removed under this subsection.
- (e) A law enforcement officer may direct any personal property located in or on a public place immediately removed and impounded by the Town, without the need for a Pre-Removal Notice or a twenty (24) hour waiting period, if the personal property is stored in such a manner that it does not allow for passage within a public place as required by the Americans with Disabilities Act, as amended from time to time. A Post-Removal Notice shall be posted when the personal property is removed under this subsection.
- (f) A law enforcement officer may direct any personal property located in or on a public place immediately removed and impounded by the Town, without the need for a Pre-Removal Notice or a twenty-four (24) hour waiting period if the personal property is stored in such a manner that it: (1) obstructs any portion of a street, alley, easement, or other public right-of-way open to use by motor vehicles, or a designated bike lane or bike path; (2) obstructs Town operations, including street or sidewalk maintenance or cleaning; (3) is within five (5) feet of any fire hydrant, fire plug, other fire department connection; or (4) is in a public place that has a clearly posted closure time and the personal property remains after the posted closure time. A Post-Removal Notice shall be posted when the personal property is removed under this subsection.
- (g) A person who violates the provisions of this section shall be charged with a misdemeanor, and upon conviction thereof, shall be subject to the applicable penalties defined in section 1-8(b). Nothing in this section shall be construed as prohibiting the Town from enforcing any and all other provisions of this Code or applicable laws.

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on May ___, 2025.

ADOPTED AND PASSED by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on _____, 2025.

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

HEATHER STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor

ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 9.D

Council Meeting May 5, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Heather Stansbury, City Solicitor
RE: First Reading - Ordinance 2025-16 to Amend Section 1.8
DATE: May 1, 2025

ISSUE(S): First Reading of Ordinance 2025-16 to amend Section 1.8, Violations and Penalties, adding Article VII, entitled "Sleeping, Obstructing and Storing Personal Property in Public Places" to Chapter 58, entitled "Offenses and Miscellaneous Provisions."

SUMMARY: At the April 29 Work Session, the Mayor and City Council were provided with as summary of public health and safety concerns over sleeping, obstructing and storing personal property in public places and proposed ordinance provision.

This Ordinance is a companion bill to Ordinance 2025-15 adding Article VII of Chapter 58 to ensure offenses are correctly assigned a penalty.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve Ordinance 2025-16 on first reading.



1st Class Resort and Tourist Destination

ALTERNATIVES: If Ordinance 2025-16 passes on first reading, then none.

If Ordinance 2025-16 does not pass on first reading, then this Ordinance may need to be withdrawn.

RESPONSIBLE STAFF: City Solicitor Heather Stansbury

COORDINATED WITH: Ocean City Police Department

ATTACHMENT(S): 1 . ORD 2025 - Amend Chapter 1-8, Violations and Penalties.pdf

First Reading _____
 Second Reading _____

**AN ORDINANCE TO AMEND CHAPTER 1-8, ENTITLED
 VIOLATIONS AND PENALTIES, OF THE CODE OF THE TOWN OF OCEAN
 CITY, MARYLAND**

**NOW THEREFORE BE IT ENACTED AND ORDAINED BY THE MAYOR AND
 CITY COUNCIL OF OCEAN CITY THAT CHAPTER 1, SECTION 1-8,
 SUBSECTION (B), ENTITLED VIOLATIONS AND PENALTIES OF THE
 CODE OF THE TOWN OF OCEAN CITY, MARYLAND, BE AND THE SAME IS
 HEREBY BY AMENDED AS FOLLOWS:**

Chapter 1 – GENERAL PROVISIONS

...

Sec. 1-8. - Violations and penalties.

...

(b) *Misdemeanors.*

- (1) Any violation of the following laws, ordinances, resolutions, or orders issued pursuant to chapter 18 shall be, and they are hereby declared to be, a misdemeanor:
 - a. Chapter 6, section 6-34(7), (8), (12), (14), (15), (16), and (21).
 - b. Chapter 18.
 - c. Chapter 30, article V, divisions 1 through 7, sec. 30-383 of division 8.
 - d. Chapter 30, article VIII.
 - e. Chapter 58, article II, divisions 1,2,3 and 6.
 - f. Chapter 58, article III, article IV, and article VII.
 - g. Chapter 82.
 - h. Chapter 90, article VI, section 90-276.
 - i. Chapter 94, article IV.
- (2) Any offender violating any of the provisions of any portion of this Code declared to be a misdemeanor or any of the above enumerated laws, ordinances, resolutions or orders issued pursuant to chapter 18, or committing any of the acts therein declared to be unlawful shall, upon conviction thereof, by a court of competent jurisdiction, be deemed guilty of an offense classified as a misdemeanor, and be punishable by a fine of not more than \$500.00 and/or be imprisoned for a term not to exceed three months, or both.

LAW OFFICES

AYRES, JENKINS,
 GORDY & ALMAND, P.A.

SUITE 200
 6200 COASTAL HIGHWAY
 OCEAN CITY, MD 21842

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on May ___, 2025.

ADOPTED AND PASSED by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on _____, 2025.

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

HEATHER STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor

ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 9.E

Council Meeting May 5, 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: Resolution 2025-14 - Disposal of Surplus Personal Property
DATE: April 28, 2025

ISSUE(S): Resolution 2025-14 authorizes the sale of surplus personal property.

SUMMARY: Resolution 2025-14 authorizes the sale of miscellaneous items and vehicles as coordinated with various Town departments.

FISCAL IMPACT: To be determined.

RECOMMENDATION: Adopt Resolution 2025-14.



Financially Sound Town Government

ALTERNATIVES: None suggested.

RESPONSIBLE STAFF: Scott Wagner, Public Works Deputy Director
Dawn Webb, Purchasing Associate

COORDINATED WITH: Various departments

ATTACHMENT(S): 1. May Asset Disposal List.pdf

Asset Disposal Date: **May 2025**

Reference #	Equipment #	Year	Make	Description	Model	Serial/VIN Number	Disposal Reason/Notes	Department	Notes	Employee
G-19	2874	2010	Honda	Generator	EU2000	EAAJ1970907	End of Life	Parks Maintenance		G.Collier
523	2360	2005	Freightliner	Truck/Tractor	M2112	1FUJC5CVX5HU51065	End of Life	PW-Maintenance		T.Dy
601	2699	2008	Ford	Expedition	U165	1FMFU16528LA63503	End of Life	Beach Patrol		B.Arbin
996	3699	2020	Echo	Handheld Blower	PB255LN	N/A	End of Life	Parks Maintenance		G.Collier
1035	2827	2008	Echo	Pole Chain Saw	PPT260	E0851200579	End of Life	Parks Maintenance	Does Not Work	G.Collier
1114	3700	2020	Echo	Line Trimmer	SRM2320T	U29515015719	End of Life	Parks Maintenance		G.Collier
1129	3701	2020	Echo	Line Trimmer	SRM2320T	U29515015727	End of Life	Parks Maintenance		G.Collier
1150	3702	2020	Echo	Line Trimmer	SRM2320T	U29515015697	End of Life	Parks Maintenance		G.Collier
1169	3703	2020	Echo	Handheld Blower	PB255LN	P42914066625	End of Life	Parks Maintenance		G.Collier
1178	3704	2020	Echo	Handheld Blower	PB255LN	P42914066636	End of Life	Parks Maintenance		G.Collier
Miscellaneous:										
Description		Manufacturer	Model#	Quantity	Price When Purchased/Other		Disposal Reason	Department	Condition	Employee



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.A

Council Meeting May 5, 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: April 28, 2025

ISSUE(S): Comments from the Public

SUMMARY: Any person who may wish to speak on any matter at the Regular Meeting may be heard during Comments from the Public for a period of five (5) 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 subject 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

The White Marlin Capital of the World

Agenda Item # 11.A

Council Meeting May 5, 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: Comments from the City Manager
DATE: April 28, 2025

ISSUE(S): City Manager Comments

SUMMARY: A. Review of the May 13, 2025, draft Work Session agenda.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Terence J. McGean, PE, City Manager

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 12.A

Council Meeting May 5, 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: Comments from the Mayor and City Council
DATE: April 28, 2025

ISSUE(S): Mayor and Council Comments

SUMMARY: Not Applicable

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