



## MAYOR AND CITY COUNCIL

---

**WORK SESSION**  
**Tuesday, April 14, 2026 - 1:00 PM**

### AGENDA

**1. CALL TO ORDER**

**2. NOTICE AND REPORT ON CLOSED SESSION**

- A. Closed Session Notice and Report - Tuesday, April 14, 2026, 11:00 AM - 1:00 PM to discuss Legal, Personnel and Procurement Matters

**3. ACKNOWLEDGEMENTS AND RECOGNITIONS**

- A. Introduction of Matt Thompson as Public Works Maintenance Manager

**4. COMMENTS FROM THE PUBLIC**

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

**5. NEW BUSINESS**

- A. Council Candidates for the May 8, 2026, Special Election presented by City Clerk
- B. Request to Approve Minutes
1. Work Session dated March 24, 2026
  2. Regular Session #6 dated April 6, 2026
- C. Bid Award Recommendation for 65th Street Service Center Renovations presented by Procurement Manager Matt Perry
- D. Review of Proposed Changes to 100th Street Lot Rates and Grace Period Language presented by Parking Manager Jon Anthony
- E. Report on Tent and Canopy Regulations presented by Emergency Services Director Joe Theobald and Beach Patrol Captain Butch Arbin
- F. Discussion of Amendment to Ordinance 2026-08 pertaining to LC-1/SC-1 Residential Yard Setbacks for Lots less than 5,000 SF presented by Planning and Community Development Director George Bendler
- G. Discussion of Proposed Code Amendments for Signage in the Unimproved Right of Way along Baltimore Avenue presented by Planning and Community Development Director George Bender

- H. Review of Proposed Ordinance for Boardwalk Pedicab Franchise Services presented by Deputy City Manager Elton Harmon
- I. Request to Approve 2026 Agreements for Picnic Tables in the Public Right of Way presented by City Clerk

**6. ADJOURN**



TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

Agenda Item # 2.A

Council Meeting April 14, 2026

**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 6, 2026

---

**ISSUE(S):** Closed Session Notice and Report

**SUMMARY:** A Mayor and Council closed session is scheduled for Tuesday, April 14, 2026, at 11:00 AM to discuss legal, personnel and procurement matters.

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Not Applicable



Excellent Service through a High Performing Town Organization

**ALTERNATIVES:** Not Applicable

**RESPONSIBLE STAFF:** Not Applicable

**COORDINATED WITH:** Not Applicable

**ATTACHMENT(S):**  
1. Closed Session Notice 4.14.26.doc  
2. Closed Session Report 4.14.26.doc

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

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

DATE AND TIME: Tuesday, April 14, 2026 11:00 AM – 1:00 PM  
 PLACE: City Hall  
 SUBJECT: Legal, Personnel and Procurement Matters  
 VOTE: UNANIMOUS  
 \_\_\_\_\_ OTHER: FOR: \_\_\_\_\_  
 \_\_\_\_\_ AGAINST: \_\_\_\_\_  
 \_\_\_\_\_ ABSTAIN: \_\_\_\_\_  
 \_\_\_\_\_ ABSENT: \_\_\_\_\_

PURPOSES:

X	1. To discuss: (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees or officials over whom it has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals;
	2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business
	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
X	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.

<b>Citation</b>	<b>Topic</b>	<b>Reason for closed session discussion of topic</b>
§3-305(b)1	Evaluation	Individual specific
§3-305(b)7	Pending/potential litigation	Attorney-client privilege
§3-305(b)14	Event opportunities	Council made a specific finding that public discussion would adversely impact the bidding/proposal process.

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

Prior to the Mayor and City Council Open Session held at 1:00 PM on April 14, 2026, a Closed Session was held April 14, 2026, at 11:00 AM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

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

(b) Persons present:

Mayor Rick Meehan  
City Manager Terry McGean  
Deputy City Manager JR Harmon  
Council President Matt James  
Council Secretary Will Savage III  
Council Members: John Gehrig, Jake Mitrecic, and Carol Proctor  
City Clerk Diana Chavis  
Legal Counsel Maureen Howarth  
Tourism and Business Development Director Tom Perlozzo

Action(s) taken: The Mayor and Council discussed the city manager's evaluation and consulted with counsel on pending and potential litigation. Event opportunities were discussed for which Council made a specific finding that public discussion of two prospective events would adversely impact the bidding and proposal process.

Motion to close meeting:

End Time:



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 3.A  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Hal Adkins, Director of Public Works  
**RE:** Introduction of Matt Thompson, Maintenance Manager  
**DATE:** April 9, 2026

---

**ISSUE(S):** Matt Thompson's promotion to public works maintenance manager.

**SUMMARY:** Matthew Thompson began his career with the Town of Ocean City in 2009 as a part-time maintenance worker and was hired full-time in 2011 as a Maintenance Worker.

In 2013, he was promoted to Meter Technician, followed by a Seasonal Supervisor role in 2016. In 2019, he advanced to full-time Supervisor, overseeing multiple divisions and crews within the department.

Throughout his tenure, he has worked in or overseen all major operational areas, including beach and boardwalk maintenance, streets, facilities, parking operations, and special events, giving him a comprehensive understanding of the department, including personnel management, project coordination, and operational planning.

Matt attended and completed the very first Leadership Development course offered by the city. He has served on the Public Works Safety Committee from 2019 to 2025 and has been a member of the Human Resources Advisory Council since 2020.

He takes pride in having worked his way through the department and brings a practical, hands on leadership approach to the role.

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Congratulations to Matt on the promotion to Public Works Maintenance Manager.



Excellent Service through a High Performing Town Organization

**ALTERNATIVES:** Not Applicable

**RESPONSIBLE STAFF:** Public Works Director Hal Adkins

**COORDINATED WITH:** Not Applicable

**ATTACHMENT(S):** None



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 4.A  
Council Meeting April 14, 2026

**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 6, 2026

---

**ISSUE(S):** Comments from the Public

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

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Not Applicable



Excellent Service through a High Performing Town Organization

**ALTERNATIVES:** Not Applicable

**RESPONSIBLE STAFF:** Not Applicable

**COORDINATED WITH:** Not Applicable

**ATTACHMENT(S):** None



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.A  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Diana Chavis, City Clerk, MMC  
**RE:** Special Election Council Candidates  
**DATE:** April 13, 2026

---

**ISSUE(S):** Municipal Special Election Candidates for Council

Pursuant to the Town Charter, Council shall be judges of the qualification of applicants for the office of Mayor and City Councilman.

**SUMMARY:** With the resignation of Larry Yates announced Tuesday, April 7, the Municipal Special Election to fill Tony DeLuca's seat was postponed and moved to May 8, 2026, in order to include Larry Yates' seat on the same ballot.

Two candidates were already vetted and approved by Council at the March 24, 2026, Work Session:

Peter Buas and Jeff Heiser.

The candidate filing deadline for the May 8 Special Election is Friday, April 10. Three (3) new applicants for Council were received:

John Franklin Adkins  
Anthony (Tony) DeSanctis  
William (Bill) Murphy

The May 8 Special Election will be held in the Dockside Exhibit Hall of the Roland E. Powell Convention Center, 7:00 a.m. to 8:00 p.m. Two (2) council members will be elected by Ocean City registered voters.

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Approve John Adkins, Tony DeSantis and Bill Murphy as candidates for Council. Peter Buas and Jeff Heiser were vetted and approved by Council at the March 24, 2026, Work Session.



Excellent Service through a High Performing Town Organization

**ALTERNATIVES:** Defer to Mayor and Council

**RESPONSIBLE STAFF:** City Clerk Diana Chavis

**COORDINATED WITH:** Not Applicable

**ATTACHMENT(S):** 1. SE Candidates that filed April 10.pdf

**CERTIFICATE OF CANDIDACY AND AFFIDAVIT  
TOWN OF OCEAN CITY MUNICIPAL ELECTION**

STATE OF MARYLAND  
COUNTY OF WORCESTER, TO WIT:

I, John Franklin Adkins, being first duly sworn, depose and certify as follows:

1. That I am a candidate for the office of Council of the Town of Ocean City, Maryland, at the election to be held on May 8, 2026.
2. That I am at least 18 years of age and a citizen of the United States.

**DOMICILE:** acquiring a domicile entails the happening of two concurrent conditions: (1) the act of changing residence; and, (2) the intent to reside either permanently or indefinitely at the new residence...there must be a present intention to abandon permanently or indefinitely the former domicile...temporary absence from one's residence without the intent to abandon completely the former domicile will not create a new domicile...a man has only one domicile.

3. That I am domiciled and will have been at the time of the aforesaid election, domiciled in (having my principal home therein) the Town of Ocean City, Maryland, for the preceding two (2) years and that I have read and understand the definition of domicile, and further affirm that I am so domiciled in Ocean City and have so been for at least the requisite time interval.
4. That I am a registered voter of said town.
5. That if elected to office, I will (1) continue to be a resident of and domiciled in the corporate limits of the Town of Ocean City, Maryland during the term for which I am elected; and (2) abstain from obtaining a rental license for my domiciliary residence throughout the term of office or be subject to disqualification under Charter Section C- 408. I further affirm that I have not held a rental license for the preceding two years.
6. That I have never been convicted by a State Circuit Court or United States District Court of a common law felony\* nor have I ever been convicted of any of the following offenses or wrongful acts:
  - (1) Embezzlement by a public officer;
  - (2) Bribery in connection with the performance of a duty by a public officer or servant, including myself;
  - (3) Extortion in connection with the performance of a duty by a public officer or servant, including myself;
  - (4) Subordination of perjury;
  - (5) Perjury; or,
  - (6) Treason

\*Felonies include: murder, rape, assault, mayhem, robbery, sodomy, larceny, arson, manslaughter and battery.

I affirm that if elected I will comply with all requirements of the Town Charter § C-401 entitled Qualifications for Election as Mayor or City Councilman.

Subscribed and sworn to before me this 10<sup>th</sup> day of April, 2026.

Jessica D Cropper  
Notary Public Signature

My Commission Expires: 4/23/2029

John Franklin Adkins  
Signature of Candidate (affiant)

8802 CARIBBEAN DR  
Address of Candidate (affiant)

Ocean City, MD 21842-5124  
City, State and Zip Code

Oce 410-726-4647  
Phone Number and Email address



FIND YOUR POLLING PLACE

LOOKUP YOUR VOTER INFO

REGISTER TO VOTE

REQUEST A BALLOT

UPDATE YOUR VOTER INFO

### My Voter Registration Record

NOTE: This is not an official proof of registration.  
This is for informational purposes only.

<b>Do you need to show ID when you vote?</b>	No
<b>Voter Name:</b>	John Franklin Adkins
<b>Residential Address:</b>	8802 Caribbean Dr Ocean City, MD 21842
<b>Mailing Address:</b>	SAME AS RESIDENTIAL
<b>Party Affiliation:</b>	Others - Independent
<b>Registration Date:</b>	9/17/1992

### Voting Center Information

<b>Polling Place:</b>	Princess Royale Oceanfront Resort
<b>Address:</b>	9100 Coastal Hwy Ocean City, MD 21842
<b>Election Day Hours:</b>	2026 GUBERNATORIAL PRIMARY 6/23/2026 – 7 am to 8 pm
<b>Directions:</b>	<a href="#">Get Directions</a>

**Accessibility Issues:**

**Early Voting:** [Learn more about early voting](#)

My Voting Districts

**PRECINCT:** 07001

**CONGRESSIONAL DISTRICT:** 01

**LEGISLATIVE DISTRICT:** 38C

**CIRCUIT COURT DISTRICT:** 01

**APPELLATE CIRCUIT COURT:** 01

**COMMISSIONER DISTRICT:** 007

**ELECTION DISTRICT:** 07

**MUNICIPAL DISTRICTS:** MOC

**SCHOOL:** 700

**SENATORIAL DISTRICTS:** 38

Local Board of Elections Information

**Local Board of Elections:** Worcester

**Phone:** 410-632-1320

**Fax:** 410-632-3031

**Email:** [lisa.shockley@maryland.gov](mailto:lisa.shockley@maryland.gov)

**Website:** [Link to Election Board Website](#)

**Address:** 201 Belt Street  
Suite C

Snow Hill, MD 21863

**Directions:** [Get Directions](#)

**Mailing Address:** Same as Above

**Mail-in Ballot Address:** Same as Above

[Search again](#)

[Request Duplicate Voter Registration Card](#)

[Print Voter Information](#)

[Contact](#) | [Privacy](#) | [Accessibility](#)

151 West Street, Suite 200  
Annapolis, MD 21401  
410-269-2840 | 800-222-8683  
[info.sbe@maryland.gov](mailto:info.sbe@maryland.gov)

Copyright ©2025 Maryland State Board of Elections

**CERTIFICATE OF CANDIDACY AND AFFIDAVIT  
TOWN OF OCEAN CITY MUNICIPAL ELECTION**

STATE OF MARYLAND  
COUNTY OF WORCESTER, TO WIT:

I, Anthony DeSanctis, being first duly sworn, depose and certify as follows:

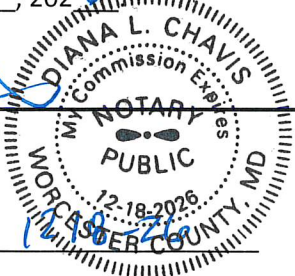
1. That I am a candidate for the office of city council of the Town of Ocean City, Maryland, at the election to be held on May 8, 2026.
2. That I am at least 18 years of age and a citizen of the United States.

DOMICILE: acquiring a domicile entails the happening of two concurrent conditions: (1) the act of changing residence; and, (2) the intent to reside either permanently or indefinitely at the new residence...there must be a present intention to abandon permanently or indefinitely the former domicile...temporary absence from one's residence without the intent to abandon completely the former domicile will not create a new domicile...a man has only one domicile.

3. That I am domiciled and will have been at the time of the aforesaid election, domiciled in (having my principal home therein) the Town of Ocean City, Maryland, for the preceding two (2) years and that I have read and understand the definition of domicile, and further affirm that I am so domiciled in Ocean City and have so been for at least the requisite time interval.
4. That I am a registered voter of said town.
5. That if elected to office, I will (1) continue to be a resident of and domiciled in the corporate limits of the Town of Ocean City, Maryland during the term for which I am elected; and (2) abstain from obtaining a rental license for my domiciliary residence throughout the term of office or be subject to disqualification under Charter Section C- 408. I further affirm that I have not held a rental license for the preceding two years.
6. That I have never been convicted by a State Circuit Court or United States District Court of a common law felony\* nor have I ever been convicted of any of the following offenses or wrongful acts:
  - (1) Embezzlement by a public officer;
  - (2) Bribery in connection with the performance of a duty by a public officer or servant, including myself;
  - (3) Extortion in connection with the performance of a duty by a public officer or servant, including myself;
  - (4) Subordination of perjury;
  - (5) Perjury; or,
  - (6) Treason

\*Felonies include: murder, rape, assault, mayhem, robbery, sodomy, larceny, arson, manslaughter and battery.

I affirm that if elected I will comply with all requirements of the Town Charter § C-401 entitled Qualifications for Election as Mayor or City Councilman.

Subscribed and sworn to before me this <u>10</u> day of <u>April</u> , 202 <u>6</u>

<u>D Chavis</u> Notary Public- Signature
My Commission Expires: <u>12-18-2026</u>

Anthony DeSanctis  
Signature of Candidate (affiant)

13200 Coastal Hwy  
Address of Candidate (affiant)

Ocean City Md 21842  
City, State and Zip Code

(302) 632-7024  
Phone Number and Email address



FIND YOUR POLLING PLACE

LOOKUP YOUR VOTER INFO

REGISTER TO VOTE

REQUEST A BALLOT

UPDATE YOUR VOTER INFO

### My Voter Registration Record

NOTE: This is not an official proof of registration.  
This is for informational purposes only.

<b>Do you need to show ID when you vote?</b>	No
<b>Voter Name:</b>	Anthony Alan Desanctis
<b>Residential Address:</b>	13200 Coastal Hwy Unit 302 Ocean City, MD 21842-9425
<b>Mailing Address:</b>	SAME AS RESIDENTIAL
<b>Party Affiliation:</b>	Unaffiliated
<b>Registration Date:</b>	1/26/2024

### Voting Center Information

<b>Polling Place:</b>	Princess Royale Oceanfront Resort
<b>Address:</b>	9100 Coastal Hwy Ocean City, MD 21842
<b>Election Day Hours:</b>	2026 GUBERNATORIAL PRIMARY 6/23/2026 – 7 am to 8 pm
<b>Directions:</b>	<a href="#">Get Directions</a>

**Accessibility Issues:**

**Early Voting:** [Learn more about early voting](#)

My Voting Districts

**PRECINCT:** 07001

**CONGRESSIONAL DISTRICT:** 01

**LEGISLATIVE DISTRICT:** 38C

**CIRCUIT COURT DISTRICT:** 01

**APPELLATE CIRCUIT COURT:** 01

**COMMISSIONER DISTRICT:** 007

**ELECTION DISTRICT:** 07

**MUNICIPAL DISTRICTS:** MOC

**SCHOOL:** 700

**SENATORIAL DISTRICTS:** 38

Local Board of Elections Information

**Local Board of Elections:** Worcester

**Phone:** 410-632-1320

**Fax:** 410-632-3031

**Email:** [lisa.shockley@maryland.gov](mailto:lisa.shockley@maryland.gov)

**Website:** [Link to Election Board Website](#)

**Address:** 201 Belt Street  
Suite C

Snow Hill, MD 21863

**Directions:**

[Get Directions](#)

**Mailing Address:**

Same as Above

**Mail-in Ballot Address:**

Same as Above

[Search again](#)

[Request Duplicate Voter Registration Card](#)

[Print Voter Information](#)

[Contact](#) | [Privacy](#) | [Accessibility](#)

151 West Street, Suite 200  
Annapolis, MD 21401  
410-269-2840 | 800-222-8683  
[info.sbe@maryland.gov](mailto:info.sbe@maryland.gov)

Copyright ©2025 Maryland State Board of Elections

**CERTIFICATE OF CANDIDACY AND AFFIDAVIT  
TOWN OF OCEAN CITY MUNICIPAL ELECTION**

STATE OF MARYLAND  
COUNTY OF WORCESTER, TO WIT:

I, William Murphy, being first duly sworn, depose and certify as follows:

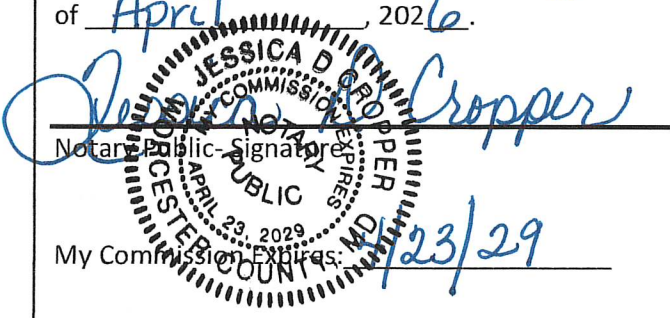
1. That I am a candidate for the office of City Council of the Town of Ocean City, Maryland, at the election to be held on April 21, 2026.
2. That I am at least 18 years of age and a citizen of the United States.

**DOMICILE:** acquiring a domicile entails the happening of two concurrent conditions: (1) the act of changing residence; and, (2) the intent to reside either permanently or indefinitely at the new residence...there must be a present intention to abandon permanently or indefinitely the former domicile...temporary absence from one's residence without the intent to abandon completely the former domicile will not create a new domicile...a man has only one domicile.

3. That I am domiciled and will have been at the time of the aforesaid election, domiciled in (having my principal home therein) the Town of Ocean City, Maryland, for the preceding two (2) years and that I have read and understand the definition of domicile, and further affirm that I am so domiciled in Ocean City and have so been for at least the requisite time interval.
4. That I am a registered voter of said town.
5. That if elected to office, I will (1) continue to be a resident of and domiciled in the corporate limits of the Town of Ocean City, Maryland during the term for which I am elected; and (2) abstain from obtaining a rental license for my domiciliary residence throughout the term of office or be subject to disqualification under Charter Section C- 408. I further affirm that I have not held a rental license for the preceding two years.
6. That I have never been convicted by a State Circuit Court or United States District Court of a common law felony\* nor have I ever been convicted of any of the following offenses or wrongful acts:
  - (1) Embezzlement by a public officer;
  - (2) Bribery in connection with the performance of a duty by a public officer or servant, including myself;
  - (3) Extortion in connection with the performance of a duty by a public officer or servant, including myself;
  - (4) Subordination of perjury;
  - (5) Perjury; or,
  - (6) Treason

\*Felonies include: murder, rape, assault, mayhem, robbery, sodomy, larceny, arson, manslaughter and battery.

I affirm that if elected I will comply with all requirements of the Town Charter § C-401 entitled Qualifications for Election as Mayor or City Councilman.

Subscribed and sworn to before me this <u>10<sup>th</sup></u> day of <u>April</u> , 202 <u>6</u> .
 <u>Jessica D. Cropper</u> Notary Public - Signature
My Commission Expires: <u>4/23/29</u>

<u>William Murphy</u> Signature of Candidate (affiant)
<u>192 7<sup>th</sup> St</u> Address of Candidate (affiant)
<u>Ocean City MD 21842</u> City, State and Zip Code
<u>212-996-2451 Bill.ocm@ocmga.com</u> Phone Number and Email address



FIND YOUR POLLING PLACE

LOOKUP YOUR VOTER INFO

REGISTER TO VOTE

REQUEST A BALLOT

UPDATE YOUR VOTER INFO

### My Voter Registration Record

NOTE: This is not an official proof of registration.  
This is for informational purposes only.

**Do you need to show ID when you vote?** No

**Voter Name:** William Murphy

**Residential Address:** 102 12Th St  
Ocean City, MD 21842

**Mailing Address:** SAME AS RESIDENTIAL

**Party Affiliation:** Unaffiliated

**Registration Date:** 3/30/2015

### Voting Center Information

**Polling Place:** Princess Royale Oceanfront Resort

**Address:** 9100 Coastal Hwy  
Ocean City, MD 21842

**Election Day Hours:** 2026 GUBERNATORIAL PRIMARY  
6/23/2026 – 7 am to 8 pm

**Directions:** [Get Directions](#)

**Accessibility Issues:**

**Early Voting:** [Learn more about early voting](#)

My Voting Districts

**PRECINCT:** 07001

**CONGRESSIONAL DISTRICT:** 01

**LEGISLATIVE DISTRICT:** 38C

**CIRCUIT COURT DISTRICT:** 01

**APPELLATE CIRCUIT COURT:** 01

**COMMISSIONER DISTRICT:** 007

**ELECTION DISTRICT:** 07

**MUNICIPAL DISTRICTS:** MOC

**SCHOOL:** 700

**SENATORIAL DISTRICTS:** 38

Local Board of Elections Information

**Local Board of Elections:** Worcester

**Phone:** 410-632-1320

**Fax:** 410-632-3031

**Email:** [lisa.shockley@maryland.gov](mailto:lisa.shockley@maryland.gov)

**Website:** [Link to Election Board Website](#)

**Address:** 201 Belt Street  
Suite C

Snow Hill, MD 21863

**Directions:**

[Get Directions](#)

**Mailing Address:**

Same as Above

**Mail-in Ballot Address:**

Same as Above

Search again

Request Duplicate Voter Registration Card

Print Voter Information

[Contact](#) | [Privacy](#) | [Accessibility](#)

151 West Street, Suite 200  
Annapolis, MD 21401  
410-269-2840 | 800-222-8683  
[info.sbe@maryland.gov](mailto:info.sbe@maryland.gov)

Copyright ©2025 Maryland State Board of Elections



TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

Agenda Item # 5.B  
Council Meeting April 14, 2026

**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 6, 2026

---

**ISSUE(S):** Request to Approve Minutes

**SUMMARY:** 1. Work Session dated March 24, 2026  
2. Regular Session #6 dated April 6, 2026

**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.C  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Matt Perry, Procurement Manager  
**RE:** B11-26 - 65th Street Service Center Renovations  
**DATE:** April 7, 2026

---

**ISSUE(S):** BID Opening - (B11-26) - 65th Street Service Center Renovations

**SUMMARY:** The Procurement Department and the Public Works Department - Engineering Division solicited BID's for the B11-26 - 65th Street Service Center Renovations and received six submissions at the Tuesday, March 24th, 2026 Mayor and City Council Work Session. Six BID's were accepted, opened, and read aloud into the public record. The Mayor and City Council approved a motion to remand the BID submissions back to Town staff for internal review.

Apex Business Solutions, LLC is the Apparent Low BID. Subsequent to internal review of the scope of work, stakeholders determined a formal Vendor evaluation and interview was in the Town's best interest and corresponded electronically via e-mail and telephone with Apex Business Solutions, LLC Principal and Office Manager to discuss qualifications, BID specifications, and references on Wednesday, March 25th, 2026 and Thursday, March 26th, 2026. These are the results of Town of Ocean City staff review of the six accepted BID submissions for the B11-26 - Ocean City 65th Street Service Center Renovations.

**FISCAL IMPACT:** Up to BID submission valuation for B11-26 - 65th Street Service Center Renovations Item(s) A-1 through A-5 for a total valuation not-to-exceed \$1,285,650.00 with request to the Mayor and City Council for approval to maintain the original budgeted allocation amount of \$1,465,800.00 for the duration of the project. The Mayor and City Council forward-funded Resolution 2025-20 at the August 18th, 2025 Mayor and City Council Regular Session, and funding at this level addresses completion of the entire project scope while providing Town of Ocean City staff contingency funding for unknowns that may be identified during its completion. Any project balance at the conclusion of the project effort would be returned to the City Manager, Finance Director, and Budget Director for reassignment as appropriate.

**RECOMMENDATION:** Award BID Item(s) A-1 through A-5 to Apex Business Solutions, LLC in the amount of \$1,285,650.00 with expenditure approval up to \$1,465,800.00.



Revitalized Ocean City: Development and Redevelopment

**ALTERNATIVES:** Do not accept and/or approve BID Award Recommendation and defer to Mayor and City Council.

**RESPONSIBLE STAFF:** Matt Perry, Procurement Manager

**COORDINATED WITH:** Terence McGean, City Manager  
Hal Adkins, Public Works Director  
Taylor Hershey, Project Manager

**ATTACHMENT(S):** 1. B11-26 - 65th Street Service Center Renovations - Bid Tabulation (Final).pdf  
2. B11-26 - 65th Street Service Center Renovations - Bid Award Recommendation Letter (Executed).pdf

**B11-26 - 65TH STREET SERVICE CENTER RENOVATIONS****Bid Tabulation - Base Bid (Part A)**

Vendor	BID BOND - SUBMISSION (Y/N)	TOTAL - PART A (ITEM NUMBER A1-A5)
APEX BUSINESS SOLUTIONS, LLC	Y	\$1,285,650.00
INFINITY CONSTRUCTION & DEVELOPMENT	Y	\$1,579,955.00
HARKINS CONTRACTING, INC.	Y	\$1,718,500.00
OAK CONTRACTING, INC.	Y	\$1,537,129.00
HARVEY CONSTRUCTION, INC.	Y	\$1,886,878.00
EVANS BUILDERS, INC.	Y	\$1,650,968.00

**BUDGET ALLOCATION: \$1,465,800.00****ACCOUNT NUMBER: 310-8080-499.55-45**



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

## RECOMMENDATION FOR AWARD

Thursday, March 26<sup>th</sup>, 2026

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

RE: BID Award Recommendation Pursuant to **B11-26 – 65<sup>TH</sup> STREET SERVICE CENTER RENOVATIONS**

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

The Procurement Department and the Public Works Department – Engineering Division solicited BID’s for the B11-26 – 65<sup>th</sup> Street Service Center Renovations at the Tuesday, March 24<sup>th</sup>, 2026 Mayor and City Council Work Session. Six BID submissions were accepted, opened, and read aloud into the public record. Attached to the Agenda Item for BID Award Recommendation scheduled for the Mayor and City Council Regular Meeting on Monday, April 6<sup>th</sup>, 2026 is a final BID tabulation highlighting the submission valuations of the six BID submissions that were accepted, opened and read aloud into the public record.

Apex Business Solutions, LLC is the Apparent Low BID for the B11-26 – 65<sup>th</sup> Street Service Center Renovations at a BID submission valuation of \$1,285,650.00 for Item(s) A-1 through A-5. Per discussion with City Manager Terence McGean, Public Works Director Hal Adkins, and Project Manager Taylor Hershey, this is a fully funded project which possesses an approved budget allocation of \$1,465,800.00 forward-funded by Mayor and City Council Resolution 2025-20 at the August 18<sup>th</sup>, 2025 Mayor and City Council Regular Meeting. The Procurement Department’s formal recommendation to the Mayor and City Council, Town of Ocean City, Maryland is to fully Award BID to Apex Business Solutions, LLC in the amount of \$1,285,650.00 with expenditure approval up to \$1,465,800.00.

Funding at this level addresses completion of the entire project scope while providing Town of Ocean City staff contingency funding for unknowns that may be identified during its completion. Any project balance at the conclusion of the project effort would be returned to the City Manager, Finance Director, and Budget Director for reassignment as appropriate. With Mayor and City Council, Town of Ocean City, Maryland approval, Town personnel’s position and responsibility will be to ensure that cost(s) do not exceed the requested amount. Please reach out to me with any questions at your earliest convenience. Thank you for your consideration and attention to this recommendation.

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

**MAYOR**  
Richard W. Meehan

**CITY COUNCIL**

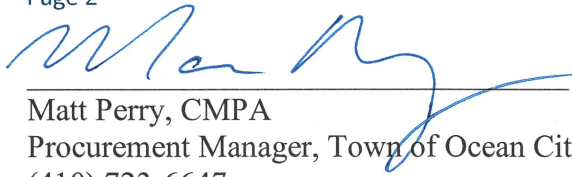
Matthew M. James  
*President*

William C. Savage III  
*Secretary*

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

**CITY MANAGER**  
Terence J. McGean, PE

**CITY CLERK**  
Diana L. Chavis, MMC



Matt Perry, CMPA

Procurement Manager, Town of Ocean City Procurement Department

(410) 723-6647

[mperry@oceancitymd.gov](mailto:mperry@oceancitymd.gov)



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.D  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Hal Adkins, Director of Public Works  
**RE:** Ocean City Parking Division – 100th Street Lot rate update & update to citation dismissal rules.  
**DATE:** April 8, 2026

---

**ISSUE(S):** The 100th Street Lot parking rates need to be updated to make it a pay-by-day lot and align it with Ocean City’s parking rate increases from 2025.

The rules for parking citation dismissal need to be updated based on app-only payment method.

**SUMMARY:** The 100th Street Lot has historically been a pay-per-day lot, but Resolution 2025-09 made it a pay-per-hour lot. This needs to be updated, along with updating the pricing structure to better reflect the rate increases passed in 2025.

Resolution 2025-09 maintained a historical grace period on expired meters wherein a ticket could be dismissed when a subsequent payment was made after a meter expired. This grace period was created when customers were forced to physically return to their meters to add money when their time was expiring. Ocean City is now app-only and customers are able to add time to their parking session anywhere they have a cell signal, removing the necessity of this grace period.

**FISCAL IMPACT:** The rate change in the 100th Street Lot will result in an increase in parking revenue generated.  
The change to the parking fine dismissal rules will be cost neutral.

**RECOMMENDATION:** Approve proposed changes to Resolution 2025-09.



More Livable Community for Residents

**ALTERNATIVES:** Restore the historical rate of \$10/day in the 100th Street Lot.  
Make no changes to the citation dismissal rules.

**RESPONSIBLE STAFF:** Jon Anthony, Parking Manager

**COORDINATED WITH:** Scott Wagner, Public Works Deputy Director  
Rob Shearman, Transportation Manager  
Hal Adkins, Public Works Director

**ATTACHMENT(S):** 1. Proposed Update to Resolution 2025-09.docx  
2 . Ordinance 2025-09 Paid Parking Rates on Streets and  
Parking Lots (1).pdf

# Rates for Paid Parking – Appendix A

~~(Effective April 1, 2025)~~ Effective April 21, 2026

- A. All on-street paid blocks and parking lots located on blocks abutting the Boardwalk or the beach:
1. During the month of April, May 1 through the Thursday before Memorial Day Weekend, and the month of October, parking shall be free from Monday through Thursday and the rate shall be \$3.50 per hour from Friday through Sunday. Beginning the Friday of Memorial Day weekend, and during the months of June through September, the rate shall be \$4.50 per hour.
  - ~~2. A ticket issued for an expired meter can be voided by paying the owed amount within 1 hour of previous paid session expiring.~~
  3. Handicapped parking in designated ADA spaces – no charge if stay is less than 1 hour, otherwise full rate.
- B. All on-street paid blocks and parking lots that do not abut the Boardwalk or the beach excluding the Inlet Parking Lot, 99<sup>th</sup> Street, 100<sup>th</sup> street, the 100<sup>th</sup> Street Lot and the 64<sup>th</sup> Street Boat Ramp Lot:
1. During the month of April, May 1 through the Thursday before Memorial Day Weekend, and the month of October, parking shall be free from Monday through Thursday and the rate shall be \$2.50 per hour from Friday through Sunday. Beginning the Friday of Memorial Day weekend, and during the months of June through September, the rate shall be \$3.50 per hour.
  - ~~2. A ticket issued for an expired meter can be voided by paying the owed amount within 1 hour of previous paid session expiring.~~
  3. Handicapped parking in designated ADA spaces – no charge if stay is less than 1 hour, otherwise full rate.
- C. 99<sup>th</sup> Street Bayside, 100<sup>th</sup> street Bayside, ~~the 100<sup>th</sup> Street Lot~~ and the 64<sup>th</sup> Street Boat Ramp Lot:
1. April 1 through October 31, the rate shall be \$3.50 per hour.
  - ~~2. A ticket issued for an expired meter can be voided by paying the owed amount within 1 hour of previous paid session expiring.~~
  3. Handicapped parking in designated ADA spaces – no charge if stay is less than 1 hour, otherwise full rate.
- D. Inlet Parking Lot
1. During the month of April, May 1 through the Thursday before Memorial Day Weekend, and the month of October, parking shall be free from Monday through Thursday and the rate shall be \$3.50 per hour from Friday through Sunday.
  2. Beginning the Friday of Memorial Day weekend and during the months of June through September the rate shall be \$4.50 per hour.

E. 100th Street Lot:

1. The rate for the passenger vehicle section of the lot will be \$28.00 per day for the first four consecutive days or \$140.00 for five to seven consecutive days.
2. The rate for the oversized vehicle section of the lot will be \$32.00 per day for the first four consecutive days or \$160.00 for five to seven consecutive days.

F. Special Event Parking Rates

1. The rate for all paid parking spaces will be \$1.50 per hour above the rates established in sections A, B, and D of this Appendix during any event listed in the “Special Event Dates – Appendix C” of the Resolution.

**RESOLUTION 2025 -09**

**A RESOLUTION ESTABLISHING RATES  
FOR PAID PARKING ON STREETS AND MUNICIPAL PARKING LOTS**

WHEREAS, the Mayor and City Council have the authority to establish the rates for paid parking on streets and municipal lots by resolution; and

WHEREAS, Appendix A attached hereto sets forth the paid parking rates and shall be known as “Rates for Paid Parking – Appendix A”; and

WHEREAS, there have been numerous resolutions prior to March 2025, which set forth the fees and fines of paid parking on streets and municipal lots; and

WHEREAS, it is the intention of the Mayor and City Council that this Resolution supersedes all prior resolutions establishing the rates for paid parking; and

WHEREAS if the Mayor and City Council desire to change the rates of paid parking subsequent to the passage of this Resolution, the applicable appendix attached hereto should be modified by resolution.

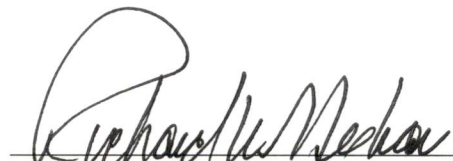
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE RATES OF PAID PARKING ON STREETS AND MUNICIPAL LOTS BE AS SET FORTH ON THE APPENDIX IDENTIFIED BELOW AND ATTACHED HERETO AS IF FULLY RESTATED HEREIN:**

1. Rates for Paid Parking – Appendix A


**RESOLVED THIS 17<sup>th</sup> DAY OF MARCH 2025, AND EFFECTIVE APRIL 1, 2025.**

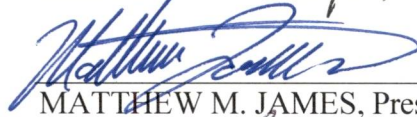
ATTEST:

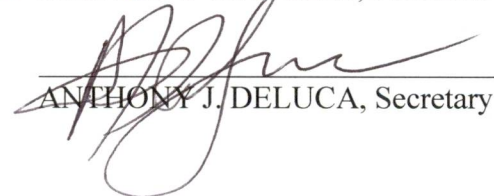
  
\_\_\_\_\_  
DIANA L. CHAVIS, Clerk

  
\_\_\_\_\_  
RICHARD W. MEEHAN, Mayor

Approved as to Form:

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

  
\_\_\_\_\_  
MATTHEW M. JAMES, President

  
\_\_\_\_\_  
ANTHONY J. DELUCA, Secretary

LAW OFFICES

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

SUITE 200  
6200 COASTAL HIGHWAY  
OCEAN CITY, MD 21842

## **Rates for Paid Parking – Appendix A**

**(Effective April 1, 2025)**

- A. All on-street paid blocks and parking lots located on blocks abutting the Boardwalk or the beach:
1. During the month of April, May 1 through the Thursday before Memorial Day Weekend, and the month of October, parking shall be free from Monday through Thursday, and the rate shall be \$3.50 per hour from Friday through Sunday. Beginning the Friday of Memorial Day weekend, and during the months of June through September, the rate shall be \$4.50 per hour.
  2. A ticket issued for an expired meter can be voided by paying the owed amount within 1 hour of the previous paid session expiring.
  3. Handicapped parking in designated ADA spaces – no charge if stay is less than 1 hour, otherwise full rate.
- B. All on-street paid blocks and parking lots that do not abut the Boardwalk or the beach excluding the Inlet Parking Lot, 99<sup>th</sup> Street, 100<sup>th</sup> Street, the 100<sup>th</sup> Street Lot and the 64<sup>th</sup> Street Boat Ramp Lot:
1. During the month of April, May 1 through the Thursday before Memorial Day Weekend, and the month of October, parking shall be free from Monday through Thursday, and the rate shall be \$2.50 per hour from Friday through Sunday. Beginning the Friday of Memorial Day weekend, and during the months of June through September, the rate shall be \$3.50 per hour.
  2. A ticket issued for an expired meter can be voided by paying the owed amount within 1 hour of the previous paid session expiring.
  3. Handicapped parking in designated ADA spaces – no charge if stay is less than 1 hour, otherwise full rate.
- C. 99<sup>th</sup> Street Bayside, 100<sup>th</sup> Street Bayside, the 100<sup>th</sup> Street Lot and the 64<sup>th</sup> Street Boat Ramp Lot:
1. April 1 through October 31, the rate shall be \$3.50 per hour.
  2. A ticket issued for an expired meter can be voided by paying the owed amount within 1 hour of the previous paid session expiring.
  3. Handicapped parking in designated ADA spaces – no charge if stay is less than 1 hour, otherwise full rate.

D. Inlet Parking Lot:

1. During the month of April, May 1 through the Thursday before Memorial Day Weekend, and the month of October, parking shall be free from Monday through Thursday, and the rate shall be \$3.50 per hour from Friday through Sunday.
2. Beginning the Friday of Memorial Day weekend and during the months of June through September, the rate shall be \$4.50 per hour.

E. Special Event Parking Rates:

1. The rate for all paid parking spaces will be \$1.50 per hour above the rates established in sections A, B, and D of this Appendix during any event listed in the “2025 Special Event Dates – Appendix” of the Resolution.



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.E  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Joe Theobald, Emergency Services Director  
**RE:** Beach Regulations - Canopy and Shade Structure Standards  
**DATE:** April 8, 2026

---

**ISSUE(S):** Consider amendments to Chapter 106 addressing safety, access, and enforcement concerns related to beach canopies.

**SUMMARY:** Updates include 15'x15' canopy footprint, 6' access pathways, 20' setback from lifeguard stands, and clarification of permitted shade structures. See attached staff report for policy review details.

**FISCAL IMPACT:** Minimal. Implemented with additional seasonal staff positions and equipment.

**RECOMMENDATION:** Staff recommends approval to amendments of Ordinance 2025-07.



1st Class Resort and Tourist Destination

**ALTERNATIVES:**

- 1) Do not approve.
- 2) Approve with modifications.
- 3) Table for further review.

**RESPONSIBLE STAFF:** Emergency Services Director  
Beach Patrol Captain

**COORDINATED WITH:** City Manager's Office  
City Solicitor

**ATTACHMENT(S):**

1. Staff Policy Report 033026.docx
2. Beach Zone and Canopy Diagram 040826.docx
3. Division 2. Beach Activities.pdf

## **STAFF POLICY REPORT - Beach Canopy Regulation Study**

**TO:** The Honorable Mayor, Council President and Members of Council

**CC:** Terence McGean, City Manager

**FROM:** Joseph J. Theobald, Director of Emergency Services

---

### **Background**

**Ocean City's public beaches experience significant seasonal usage, particularly during peak summer months. In recent years, the use of large personal beach canopy structures has increased significantly.**

While these structures provide shade and comfort for visitors, they have also created several operational and safety concerns:

- obstruction of sightlines between lifeguards and the water
- blocked pedestrian access to the ocean
- crowding of beach space
- interference with emergency response movement
- tripping hazards created by guidewires and anchoring systems

The current ordinance limits canopy size to 10 ft × 10 ft and requires anchor systems to remain within the canopy footprint. However, many commercially available canopy products exceed these specifications due to integrated sandbag and guidewire systems.

**As a result, the current ordinance has become difficult to enforce consistently.**

---

### **Policy Objectives**

**The ordinance amendments are intended to accomplish five primary objectives:**

1. Maintain safe and unobstructed access corridors to the ocean.
  2. Preserve clear operational zones for lifeguards.
  3. Provide clear and enforceable canopy standards.
  4. Allow the use of modern canopy designs while maintaining safety.
  5. Improve emergency access along the beach.
-

## **Key Policy Modification Changes**

### **Expanded Canopy Footprint**

Modern canopy systems often include structural sandbags or guidewire anchors that extend beyond the original roof dimensions.

**Expanding the allowable footprint to 15' × 15' allows these designs while still controlling beach space usage.**

---

### **Six-Foot Pedestrian Access Corridor**

**A major concern identified by Beach Patrol personnel is that beachgoers frequently place chairs and equipment in the spaces between canopies, eliminating the intended access corridors.**

The ordinance revision now requires:

- a minimum 6-foot walking pathway
- no personal property within the pathway

This allows:

- safe movement of beachgoers
  - emergency response access
  - unobstructed ocean access
- 

### **Lifeguard Operational Setback**

**Canopies placed near lifeguard stands reduce visibility and interfere with rescue operations.**

The ordinance establishes a 20-foot setback behind the lifeguard stand line to preserve a clear operational area.

---

### **Clarification of Allowed Shade Structures**

Many visitors use canopy designs with detachable shade panels. The ordinance revisions clarify that:

- detachable sunscreen panels affixed to one side of the structure are permitted
- umbrella-style canopies with minimal side panels are permitted

All components must remain within the permitted footprint.

---

## **Enforcement**

### **Enforcement will be conducted primarily by:**

- Code Enforcement personnel when necessary
- Beach Patrol Officers (secondary - supervisory) when necessary

**The ordinance revisions provide clear and measurable standards that improve enforcement consistency.**

---

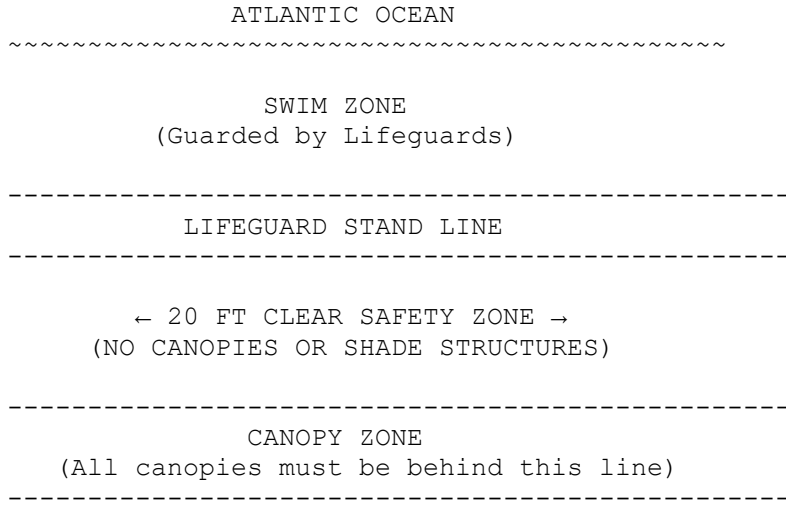
## **Expected Outcomes**

### **The ordinance revisions are expected to produce the following benefits:**

- improved public access to the shoreline
- improved emergency response mobility
- safer beach environment
- reduced conflicts between beachgoers
- clearer enforcement standards.

# 1. FULL BEACH ZONE DIAGRAM (SIDE VIEW)

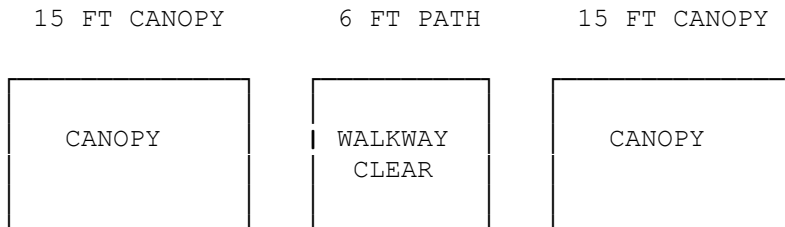
This shows **ocean** → **lifeguard** → **setback** → **canopy zone**



# 2. CANOPY SPACING DIAGRAM (TOP VIEW)

This shows the **6-foot access pathway requirement**

TOP VIEW (LOOKING DOWN AT BEACH)



## ⊘ Pathway Must Stay Clear

No items allowed in the 6-foot walkway:

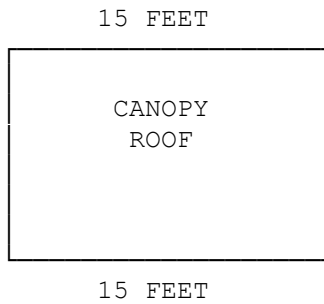
- chairs
- umbrellas
- coolers
- towels
- blankets
- toys
- bags
- personal property

---

### 3. CANOPY FOOTPRINT DIAGRAM

This explains the **15 ft × 15 ft rule INCLUDING anchors**

MAXIMUM ALLOWABLE FOOTPRINT



**Includes EVERYTHING inside this box:**

- ✓ canopy frame
- ✓ guidewires
- ✓ sandbags
- ✓ stakes
- ✓ anchors
- ✓ side shade panel

**Nothing may extend outside this area.**

---

### 4. LIFEGUARD VISIBILITY DIAGRAM



---

## 5. SIMPLE PUBLIC-FACING VERSION (FOR SIGNS)

### BEACH CANOPY RULES

- ✓ MAX SIZE: 15 FT x 15 FT
- ✓ 20 FT BEHIND LIFEGUARD STANDS
- ✓ 6 FT BETWEEN CANOPIES

### KEEP PATHWAYS CLEAR

#### NO:

- X TENTS (except baby tents)
- X ITEMS IN WALKWAYS
- X ANCHORS OUTSIDE FOOTPRINT



## OCEAN CITY, MARYLAND BEACH CANOPY REGULATIONS

### LIFEGUARD STAND SETBACK



### 6-FOOT WALKWAY BETWEEN CANOPIES



### MAXIMUM CANOPY FOOTPRINT



## DIVISION 2. - BEACH ACTIVITIES

### Sec. 106-91. - Title.

This division shall be known as the "Beach Activity Regulatory Ordinance."

(Code 1972, § 28-1; Code 1999, § 106-91)

### Sec. 106-92. - Definitions.

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

*Animal* means any living organism, excluding human beings, wild fowl, wild marine organisms and other similar wild organisms. The term "animal" specifically includes any and all domestic pets, household or otherwise.

*Ball playing* means the throwing, kicking, hitting or slinging of any object or otherwise causing any object to become airborne or to traverse a portion of the beach as a result of being thrown, kicked, hit, slung, etc.

*Beach accessory* means beach umbrellas, chairs, tents, pop-ups, cabanas, lounges or similar beach equipment, but not including blankets, towels, etc.

*Canopy* means a portable or detachable roof-like cover without walls that is no larger than ten feet by ten feet in area and used for the protection from the sun or weather with anchoring that is within the footprint of the canopy roof-like cover.

*Inflatable flotation device* means any object that is fully inflatable and depends for its buoyancy on said inflation and is not of a rigid or semirigid construction and does not use rigid or semirigid objects as paddles.

*Patrol officer* means any person employed by Ocean City as a member of the Ocean City Beach Patrol and known as surf rescue technicians or surf beach facilitators.

*Skimboard* means a plastic, wooden, fiberglass, foam or epoxy board or other object used to glide, slide, or skim across the water with a person standing or riding thereon.

*Soft top body board* means a flexible, semi-soft, buoyant, semi-curved object, no longer than 54 inches and no wider than two feet and no thicker than four inches, made of a closed-cell polyethylene foam or similar material and possibly but not always having a smooth plastic layer attached to the bottom and without rigid or semirigid attachments or protrusions for aid in steering or movements which serve as a rudder and commonly referred to as "skegs."

*Surfboard* means any object of rigid or semirigid construction, constructed or partially constructed of wood, plastic, fiberglass, epoxy, Styrofoam or similar foam substances, or any other similar substances, or combination thereof, with rigid or semirigid attachments or protrusions for aid in steering or movements which serve as a rudder and commonly referred to as "skegs" and used for riding waves and being no less than 60 inches in length, but not including inflatable flotation devices and soft top body boards.

*Tent* means a portable shelter, supported by one or more poles with one or more sides, or is enclosed, or is capable of being enclosed on any side.

*Tent, baby* means a portable pop-up shelter measuring no larger than 36 inches by 36 inches by 36 inches, which is enclosed or can be enclosed and designed to provide a safe and comfortable outdoor space for babies and young children.

*Watercraft* means any water vessel, whether powered or propelled by human power, sail power or motorized engine power, including, but not limited to, boats, kayaks, canoes, surf skis, stand up paddleboards, and personal watercraft, excepting inflatable flotation devices, soft top body boards, surfboards, devices or Ocean City Beach Patrol surf rescue units.

(Code 1972, § 28-2; Code 1999, § 106-92; Ord. No. 1996-5, 4-4-1996; Ord. No. 2012-23, 7-16-2012; Ord. No. 2025-17, 6-2-2025)

Sec. 106-93. - Authority of beach patrol to regulate water and beach activities.

The members of the Ocean City Beach Patrol shall regulate the use and location of the objects and accessories as hereinafter in this section provided:

- (1) The members of the beach patrol shall each day establish a line on their respective beach areas, which said line shall run parallel with the waters of the Atlantic Ocean and shall be established at that point equal with the westerly portion of the beach patrol stands. No beach umbrellas, baby tent, canopy or any shading device, or ball playing shall be permitted eastward of said line, and any other beach accessories located east of said line shall be removed at the direction of the respective patrol officer if, in said patrol officer's opinion, the location of said other beach accessory is such as to interfere with the duties of said beach patrol officer.
- (2) Inflatable flotation devices and soft top body boards are permitted at the discretion of the captain of the beach patrol, and their use may be curtailed as to time or location or their use may be terminated, at the discretion of said captain or respective patrol officer, at any time if, in the opinion of the respective patrol officer, their use or the location where they are being used is hazardous to the safety and welfare of those persons using said inflatable flotation devices or soft top body boards or is hazardous to the safety and welfare of other bathers.
- (3) Soft top body boards over 42 inches in length will be permitted, provided the rider uses some means, such as an ankle leash, to attach some part of the person's body to said soft top body board and remains separated from other bathers by ten yards.
- (4) The members of the Ocean City Beach Patrol shall regulate all beach activities for the safety and welfare of those persons or the safety and welfare of others. If, in the opinion of the respective patrol officer, it is unsafe to remain in the water or on the beach because of inclement weather, persons may be ordered to leave the water and/or the beach. If, in the opinion of the respective patrol officer, a person is participating in an unsafe act such as hole digging of a size which could engulf and bury a person, that person may be removed from the beach upon their failure to cease the activity after being instructed to cease.

Sec. 106-94. - Prohibited acts.

The following activities are hereby expressly prohibited and declared unlawful:

- (1) For any person to refuse to obey a directive or order of a patrol officer given by said patrol officer pursuant to section 106-93.
- (2) For any person to refuse to obey a directive or order of a patrol officer given by said patrol officer in enforcing any other terms of this division.
- (3) For any person to ride a surfboard on any waters adjoining or adjacent to the boardwalk, during the period from May 1 to September 30, or on any waters adjoining or adjacent to any beach in Ocean City during the period from Friday of Memorial Day weekend to September 30, between the hours of 10:00 a.m. and 5:30 p.m., in each year, except as follows:
  - a. It shall be lawful to utilize and ride a surfboard on those areas of the beach designated by the Mayor and City Council of Ocean City as surfing areas and posted as such by conspicuous signs, provided that any person utilizing or riding a surfboard in the surf in such areas shall use some means, such as an ankle leash, to attach some part of the rider's body to said surfboard.
  - b. It shall be lawful to utilize and ride a surfboard during periods of inclement weather upon the express direction of the captain of the beach patrol, provided they remain 50 yards from all non-surfers and use some means, such as an ankle leash, to attach some part of their body to said surfboard.
- (4) For any person to swim, wade or otherwise enter an area designated as a "surfing area," except for persons with surfboards or members of the Ocean City Beach Patrol.
- (5) For any person to utilize or ride a skimboard on or adjoining any beach (to include those beaches designated as surfing beaches) in Ocean City or any waters adjacent thereto between the hours of 10:00 a.m. and 5:30 p.m., during the period from the Friday of Memorial Day weekend through the Sunday of Sunfest weekend in each year.
- (6) For the owner or keeper of any animal to allow said animal to be upon the beaches within Ocean City at any time during the period from May 1 through September 30 of each year, whether said animal is leashed or otherwise.
- (7) For any person to participate in ball playing on the boardwalk, during the period from May 1 to September 30, or on any beach, during the period from Friday of Memorial Day weekend to September 30, between the hours of 10:00 a.m. and 5:30 p.m., in each year, except as follows:
  - a. Volleyball is permitted to be played on the public beach volleyball courts.
  - b. Ball playing may be allowed and kites may be flown, at the discretion of the respective patrol officer, if, in the opinion of said patrol officer, the type of ball being played or type of kite being flown and the location of said ball playing and kite flying does not constitute a hazard to the safety of the other occupants of any respective area of the beach.
- (8)

For any person to possess any glass bottles, jars, cups or any other glass container while on the beaches within Ocean City.

- (9) For any person to ride a wind surfboard or operate any watercraft from or adjoining or land upon any beach in the corporate limits of Ocean City, from Friday of Memorial Day weekend to September 30 between the hours of 10:00 a.m. and 5:30 p.m., except as follows:
  - a. Emergency beaching of distressed watercraft.
  - b. Ocean City Beach Patrol members operating surf rescue units.
  - c. Participation in an organized tournament or event either sanctioned by or upon receipt of a special events permit from the Mayor and City Council of Ocean City.
- (10) For any person to operate any motorboat, jet ski or other type of motorized water vessel from or adjoining or land on any ocean beach in the corporate limits of Ocean City except for emergency beaching or by Ocean City Beach Patrol members operating surf rescue units, between the hours of 10:00 a.m. and 5:30 p.m. during the period from the Friday of Memorial Day weekend through the Sunday of Sunfest weekend in each year.
- (11) For any person to remain in the water or the beach after being told to leave pursuant to section 106-93(4).
- (12) For any person to ride or utilize a stand up paddleboard (SUP) on any water adjoining or adjacent to any beach in Ocean City during the period between May 1 to September 30, between the hours of 10:00 a.m. and 5:30 p.m., in each year, except as follows:
  - a. Stand up paddleboards (SUP) may have full access to the ocean, to include the surf zone on days when surfing is modified starting on the Monday that follows Labor Day.
  - b. On days when surfing is not modified during the period from Monday following Labor Day to September 30, SUP access will be prohibited.
  - c. All SUP operators shall stay 50 yards away from all swimmers, waders and surfers while launching and beaching and while operating in the surf zone or beyond the surf zone.
  - d. Any SUP operator may be asked to return to shore if a beach patrol member deems their activity to be a possible hazard to the operator or other person. This includes, but is not limited to, hazardous weather such as lightning, or unsafe surf conditions.
  - e. SUP operators must follow all applicable state and federal laws governing stand-up paddle boards and shall have a wearable Type I, II, III or V personal floatation device (PFD) and a on-board whistle.
  - f. SUPs shall be restricted to one operator/rider per board.
  - g. All SUP operators shall have a leash that attaches the operator to their board whenever they are using the board in the ocean.
  - h. Once beyond the breakers, as determined by a beach patrol member on duty, the SUP shall operate in a north or south direction parallel to the beach and no further from shore than 200 yards.
  - i. When a SUP is returning to the beach (traveling west) while the beach patrol is on duty, the operator shall return within 50 yards of a beach patrol member on duty, so that the SRT can direct the operator to a safe area and assist in keeping people clear until the SUP is safely under control

and on the beach.

- (13) For any person to erect a tent, other than a baby tent, on the beach.
- (14) For any person to erect a canopy on the beach before 10:00 a.m. and leave said canopy unattended.
- (15) For any person to erect a canopy larger than ten feet by ten feet in area or to erect a canopy within three feet of any side of another canopy.
- (16) For any person to erect a canopy on the beach with anchoring outside the footprint of the canopy roof-like cover.

(Code 1972, § 28-4; Code 1999, § 106-94; Ord. No. 1994-24, 9-19-1994; Ord. No. 1996-5, 4-4-1996; Ord. No. 2012-23, 7-16-2012; Ord. No. 2014-7, 4-7-2014; Ord. No. 2025-17, 6-2-2025)

Sec. 106-95. - Canopies and cabanas on the beach.

- (a) Use of a canopy on the beach is permitted subject to the prohibitions in section 106-94.
- (b) Use of a cabana is permitted by the beach franchise operators and their renters as stated in chapter 39.

(Ord. No. 2025-17, 6-2-2025)

Secs. 106-96—106-110. - Reserved.



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.F  
Council Meeting April 14, 2026

**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:** Clarification of Ordinance 2026-08 – Residential Yard Setbacks  
**DATE:** April 8, 2026

---

**ISSUE(S):** Following the adoption of Ordinance 2026-08, which increased minimum yard setback requirements for residential uses in the LC-1 and SC-1 zoning districts, a potential ambiguity in how the new standards apply to existing nonconforming lots was identified. Clarification is needed to ensure consistent interpretation and application of the ordinance.

**SUMMARY:** Ordinance 2026-08, adopted on March 16, 2026, established updated minimum yard setback requirements for residential uses within the LC-1 and SC-1 zoning districts as follows:

- **Front yard setback:** 20 feet
- **Side yard setback:**
  - 5 feet for one- to three-story buildings
  - 10 feet for four- to five-story buildings
- **Rear yard setback:** 15 feet

Through a Code review, it has been identified that the ordinance language may be interpreted in a manner that creates uncertainty for properties that are already nonconforming with respect to minimum lot size requirements. The minimum lot area size in the LC- 1 and SC-1 districts is 5,000 square feet (minimum lot width of 50 feet and depth of 100 feet).

It was the original intent that legally existing lots smaller than 5,000 square feet would not be required to meet the newly adopted setback standards. To ensure consistent application and avoid differing interpretations, additional language in the Code is necessary.

The attached ordinance provides clarifying language to explicitly state that lots 5,000 square feet or greater are subject to the updated setback requirements, thereby confirming the intended treatment of smaller, legally existing nonconforming lots (those under 5,000 square feet).

This clarification will provide clear direction to property

owners, applicants, and staff, and ensure the ordinance is administered as intended.

**FISCAL IMPACT:** No direct fiscal impact.

**RECOMMENDATION:** Approve staff recommendation and forward for ordinance first reading.



Revitalized Ocean City: Development and Redevelopment

**ALTERNATIVES:** As directed by Mayor and City Council

**RESPONSIBLE STAFF:** George Bendler, Director of Planning & Community Development

**COORDINATED WITH:** City Solicitor

**ATTACHMENT(S):**

1. 26-0326 Ord 2026 -Amend Chapter 110- LC 1 residential setbacks
2. Ord2026\_25-1211\_Map1of4\_v2.pdf
3. Ord2026\_25-1211\_Map2of4\_v2.pdf
4. Ord2026\_25-1211\_Map3of4\_v2.pdf
5. Ord2026\_25-1211\_Map4of4\_v2.pdf

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

**ORDINANCE 2026 - \_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 110, ENTITLED ZONING, 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 110, ENTITLED ZONING, OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND BE, AND IT IS HEREBY, AMENDED BY AMENDING ARTICLE IV, ENTITLED DISTRICTS, SECTIONS 110-516, ENTITLED BULK REGULATIONS AND 110-546, ENTITLED BULK REGULATIONS, AS FOLLOWS:**

**CHAPTER 110 – ZONING**

...

**ARTICLE IV. – DISTRICTS**

...

**DIVISION 10. – LC-1 LOCAL COMMERCIAL DISTRICT**

...

**Sec. 110-516. - Bulk regulations.**

Bulk regulations are as follows except as otherwise provided in article V, division 2, of this chapter:

- (1) Minimum lot area requirements:
  - a. Lot area: 5,000 square feet, except subdivided two-family dwellings and townhouses shall be in accordance with section 110-906.
  - b. Lot area per multiple-family dwelling unit:
    1. For the first two legal lots of record as of January 6, 1986, the single lot requirement applies as follows:
      - 2,999 square feet or less: Maximum two units.
      - 3,000—4,999 square feet: Maximum three units.
      - 5,000—7,250 square feet: Maximum four units.

7,251—10,000 square feet: Maximum six units.

2. For the first two legal lots created after January 6, 1986, the single lot requirement applies as follows:

5,000—7,250 square feet: Maximum four units for first two lots.

7,251—10,000 square feet: Maximum six units for first two lots.

10,001—14,500 square feet: Maximum eight units.

3. Projects containing more than two recorded lots shall apply the single lot requirement for the first two lots in accordance with subsections (1)b.1 and 2 of this section; and thereafter, lot area per dwelling unit shall be one dwelling unit per 1,000 square feet of remaining lot area.
4. Parcels larger than 14,500 square feet: Eight units for first 10,000 square feet of lot area; thereafter, one dwelling unit per 1,000 square feet of lot area.

c. Lot area per hotel/motel guestroom or suite: 500 square feet.

d. Lot area per roominghouse, boardinghouse, lodginghouse guestroom: 500 square feet.

- (2) Minimum lot width: 50 feet; except subdivided two-family dwellings and townhouses shall be in accordance with section 110-906.

- (3) Minimum lot depth: 100 feet.

- (4) Minimum depth of front yard: Ten feet except for:

a. Residential dwellings on lots 5,000 square feet or greater: Twenty feet.

b. Subdivided two-family dwellings and townhouses on lots 5,000 square feet or greater: Twenty feet.

~~e. Other buildings: Ten feet.~~

- (5) Minimum width of each side yard:

a. Residential dwellings:

1. Five feet for one-, two- or three-story buildings. Ten feet for four- or five-story buildings.

2. Subdivided two-family dwellings and townhouses shall be five feet for one-, two- or three-story buildings; ten feet for four- or five-story buildings.

b. Other buildings:

1. Five feet for one-, two- or three-story buildings. Ten feet for four- or five-story buildings.

2. There shall be a side yard not less than 20 feet in width on the side of a lot adjoining an R-1 single-family residential district.

(6) Minimum depth of rear yard: Ten feet except for:

a. Residential dwellings on lots 5,000 square feet or greater: Fifteen feet.

b. Other buildings: Ten feet, except there shall be a rear yard not less than 25 feet in depth on the rear side of a lot adjoining an R-1 single-family residential district.

c. Subdivided two-family dwellings and townhouses on lots 5,000 square feet or greater: Fifteen feet.

(7) Maximum building height: Shall be no more than 50 feet and shall be no more than five stories.

(Code 1999, § 110-516; Ord. No. 1993-1, § 105-14.6, 1-19-1993)

...

## **DIVISION 11. - SC-1 SHOPPING CENTER DISTRICT**

...

### **Sec. 110-546. - Bulk regulations.**

Bulk regulations are as follows except as otherwise provided in article V, division 2, of this chapter:

(1) Minimum lot area requirements:

a. Lot area: 5,000 square feet, except subdivided two-family dwellings and townhouses shall be in accordance with section 110-906.

b. Lot area per multiple-family dwelling unit:

1. For the first two legal lots of record as of January 6, 1986, the single lot requirement applies as follows:

2,999 square feet or less: Maximum two units.  
3,000—4,999 square feet: Maximum three units.  
5,000—7,250 square feet: Maximum four units.  
7,251—10,000 square feet: Maximum six units.

2. For the first two legal lots created after January 6, 1986, the single lot requirement applies as follows:

5,000—7,250 square feet: Maximum four units for first two lots.  
7,251—10,000 square feet: Maximum six units for first two lots.  
10,001—14,500 square feet: Maximum eight units.

3. Projects containing more than two recorded lots shall apply the single lot requirement for the first two lots in accordance with subsections (1)b.1 and 2 of this section; and thereafter, lot area per dwelling unit shall be one dwelling unit per 1,000 square feet of remaining lot area.

4. Parcels larger than 14,500 square feet: Eight units for first 10,000 square feet of lot area; thereafter, one dwelling unit per 1,000 square feet of lot area.

c. Lot area per hotel/motel guestroom or suite: 500 square feet.

d. Lot area per roominghouse, boardinghouse, lodginghouse guestroom: 500 square feet.

- (2) Minimum lot width: 50 feet; except subdivided two-family dwellings and townhouses shall be in accordance with section 110-906.

- (3) Minimum lot depth: 100 feet.

- (4) Minimum depth of front yard: Ten feet except for:

a. Residential dwellings on lots 5,000 square feet or greater: Twenty feet.

b. Subdivided two-family dwellings and townhouses on lots 5,000 square feet or greater: Twenty feet.

~~e. Other buildings: Ten feet.~~

- (5) Minimum width of each side yard:

a. Residential dwellings:

1. Five feet for one-, two- or three-story buildings. Ten feet for four- or five-story buildings.
2. Subdivided two-family dwellings and townhouses shall be five feet for one-, two- or three-story buildings; ten feet for four- or five-story buildings.

b. Other buildings:

1. Five feet for one-, two- or three-story buildings. Ten feet for four- or five-story buildings.
2. There shall be a side yard not less than 20 feet in width on the side of a lot adjoining an R-1 single-family residential district.

(6) Minimum depth of rear yard: Ten feet except for:

- a. Residential dwellings on lots 5,000 square feet or greater: Fifteen feet.
- b. Other buildings: Ten feet, except there shall be a rear yard not less than 25 feet in depth on the rear side of a lot adjoining an R-1 single-family residential district.
- c. Subdivided two-family dwellings and townhouses on lots 5,000 square feet or greater: Fifteen feet.

(7) Maximum building height: Shall be no more than 50 feet, and shall be no more than five stories.

(Code 1999, § 110-546; Ord. No. 1993-1, § 105-15.6, 1-19-1993)

...

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on \_\_\_\_\_.

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 \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
DIANA L. CHAVIS, Clerk

\_\_\_\_\_  
RICHARD W. MEEHAN, Mayor

Approved as to form:

\_\_\_\_\_  
MATTHEW M. JAMES, President

---

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

---

WILLIAM C. SAVAGE, III, Secretary



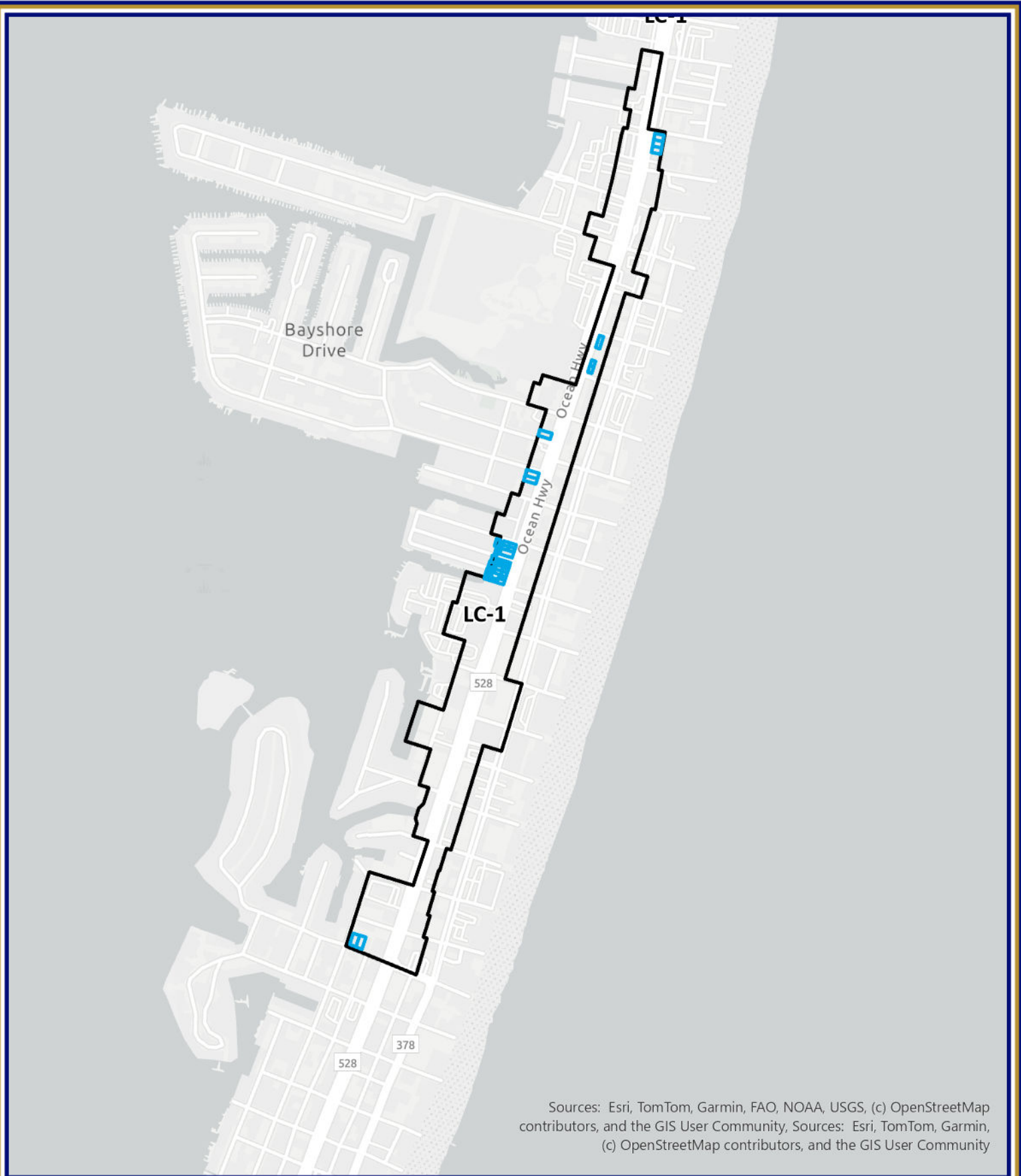
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community



**Ordinance 2026 25\_1211**  
**LC1, SC1**  
**Parcels < 5,000 sq ft**  
**(1 of 4)**



0 285 570 1,140 US Feet



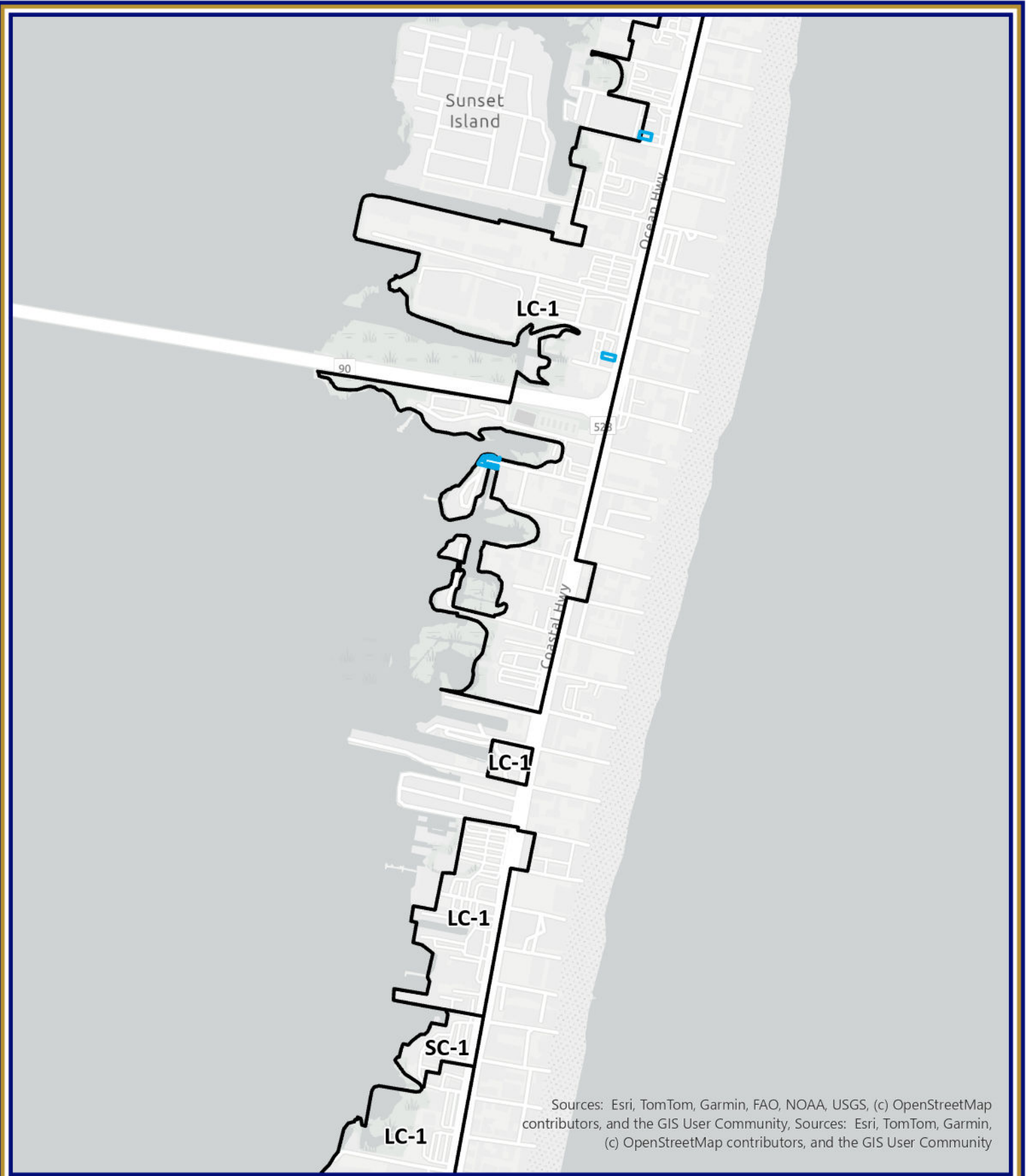
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community



**Ordinance 2026 25\_1211**  
**LC1, SC1**  
**Parcels < 5,000 sq ft**  
**(2 of 4)**



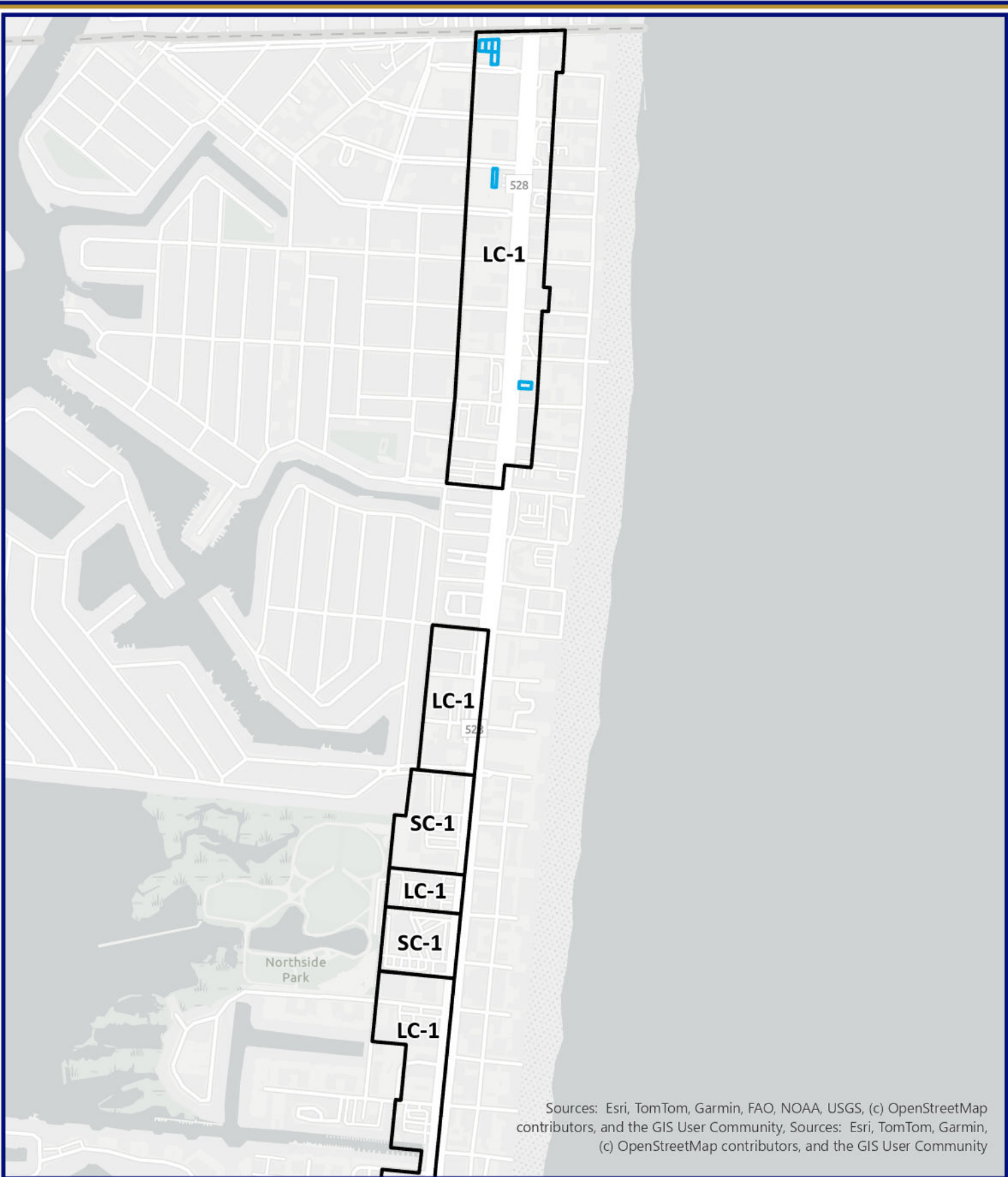
0 285 570 1,140 US Feet



**Ordinance 2026 25\_1211**  
**LC1, SC1**  
**Parcels < 5,000 sq ft**  
**(3 of 4)**



0 285 570 1,140 US Feet



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community



**Ordinance 2026 25\_1211**  
**LC1, SC1**  
**Parcels < 5,000 sq ft**  
**(4 of 4)**



0 285 570 1,140 US Feet



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.G  
Council Meeting April 14, 2026

**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:** Signage in the Unimproved Right of Way  
**DATE:** April 8, 2026

**ISSUE(S):** Several existing signs along Baltimore Avenue are located within the public right-of-way and are considered nonconforming. Current code provisions require removal or compliance when such signs are substantially damaged, creating uncertainty regarding their continued use and replacement.

At the March 2 regular meeting, Mayor and Council directed staff to prepare revisions to the Town Code that would allow existing signs to remain within the public right-of-way without requiring individual Mayor and Council approval.

**SUMMARY:** A recent request involving the Harrison Hall pylon sign highlighted the need for a broader policy approach. The sign, which had existed within the right-of-way, was destroyed during a wind event and could not be replaced without Council approval and concurrence from the Ocean City Development Corporation (OCDC).

In response, staff is seeking direction from Mayor and Council on whether to allow existing signs within the Baltimore Avenue right-of-way to continue, including replacement in-kind, subject to appropriate conditions as follows:

- All signs, awnings, and banners projecting into or over a public way must be reviewed and approved by the Zoning Administrator and City Engineer
- The Town reserves the right to remove such encroachments at any time
- No new signs, awnings, or banners are permitted within the public right-of-way unless they meet all applicable standards
- May remain provided they:
  - Do not increase in size
  - Do not extend further into the right-of-way
  - Are removed upon redevelopment of the property
- Any repair or resurfacing requires execution of a **right-of-way encroachment agreement**
- The agreement must acknowledge:

- o The sign remains subject to removal at the owner's expense
- o The Town may require removal if the right-of-way is needed for public improvements
- o The owner is responsible for removal of all associated structures and restoration of the right-of-way

This approach would provide consistency, reduce the need for case-by-case approvals, and recognize longstanding conditions along the corridor while preserving the Town's future flexibility.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Accept suggested code amendments and prepare legislation for a public hearing before the Planning Commission.



Revitalized Ocean City: Development and Redevelopment

**ALTERNATIVES:** As directed by Mayor and City Council.

**RESPONSIBLE STAFF:** George Bendler, Director of Planning & Community Development

**COORDINATED WITH:** Brad Parks, City Engineer; Hal Adkins, Public Works Director

**ATTACHMENT(S):** 1. signage\_rightofway.pdf



TOWN OF  
**OCEAN CITY**  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

# Work Session

Tuesday, April 14, 2026

Discussion of Draft Ordinance for Signage in the Unimproved Right of Way along Baltimore Avenue



TOWN OF  
**OCEAN CITY**

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

**DIVISION 23. - DOWNTOWN DESIGN OVERLAY ZONE DISTRICT - Sec. 110-831.27. - Signs.**

**DIVISION 26. - UPPER DOWNTOWN DESIGN OVERLAY ZONE DISTRICT - Sec. 110-865.25. - Signage.**

- (9) Signs in the public right of way or boardwalk that block water vistas are not permitted ~~unless approved by agreement by the Mayor and City Council of Ocean City, with input from the Ocean City Development Corporation.~~



TOWN OF  
**OCEAN CITY**

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

**DIVISION 23. - DOWNTOWN DESIGN OVERLAY ZONE DISTRICT - Sec. 110-831.27. - Signs.**

**DIVISION 26. - UPPER DOWNTOWN DESIGN OVERLAY ZONE DISTRICT - Sec. 110-865.25. - Signage.**

- (4) Signs which are placed or erected within or project into or over any public ~~right of~~ way ~~or~~, easement or boardwalk, unless ~~otherwise~~ approved and permitted ~~by the Mayor and City Council of Ocean City, with review by the Ocean City Development Corporation.~~ in accordance with section 66-14.



TOWN OF  
**OCEAN CITY**

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

**DIVISION 23. - DOWNTOWN DESIGN OVERLAY ZONE DISTRICT - Sec. 110-831.27. - Signs.**

**DIVISION 26. - UPPER DOWNTOWN DESIGN OVERLAY ZONE DISTRICT - Sec. 110-865.25. - Signage.**

- (ii) *Projecting signs.* One projecting sign per business, no larger than 14 square feet. Buildings on corner lots may have one projecting sign facing each street. No such sign may project more than four feet from any wall. Projecting signs must be a minimum of eight feet above grade, and the maximum height of any projecting sign may not exceed the height of the building to which it is attached or 20 feet above grade, whichever is lower. ~~The Mayor and City Council of Ocean City may approve signs that project over or into public way as regulated by section 66-14 of the Code, after input by the OCDC.~~ Signs that project over or into public way or boardwalk may only be allowed in accordance with section 66-14 .



# TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

## Chapter 66 - SIGNS.

### Sec. 66-14. Signs, awnings and banners projecting over or into public way or boardwalk.

- (a) All signs, awnings and banners built so as to project into or over a public way within Ocean City must be reviewed and approved by the Zoning administrator and the City Engineer . Ocean City reserves the right to remove any and/or all signs, awnings and banners projecting over or into a public way or boardwalk at any time, for any reasons, without notice. All such signs shall meet the requirements of this section and all other requirements of the code.
- (b) No sign, awning or banner shall project into or over a public sidewalk or the boardwalk further than four feet and less than eight feet above said sidewalk or boardwalk.
- (c) No sign, awning or banner shall project over public driveways, alleys or thoroughfares below 15 feet above the level of the same.
- (d) The Mayor and City Council of Ocean City hereby expressly reserves the right to permit signs or banners to be erected across any public road for such lengths of time and on such terms and conditions as it deems proper and in the best interests of the inhabitants of Ocean City and sojourners therein.
- (e) No new sign, awning or banner shall be permitted to be located with the public way or boardwalk that do not meet standards of 66-14 (b) (c) & (d)
- (f) Existing Signs, awnings and banners projecting over or into the public way or boardwalk that do not meet standards of 66-14 (b) (c) & (d) may remain under the following conditions
  - 1) It does not increase in size in any way;
  - 2) It does not encroach any further that it currently does;
  - 3) it will be removed when the property is redeveloped; and
  - 4) If any sign, awning or banner needs repair or resurfacing, as a condition of the approval for said work, the property owner shall execute a right-of-way encroachment agreement in a form approved by the City Solicitor acknowledging that the sign and all supporting structures remain subject to removal at the property owner's expense upon notice from the Town if the right-of-way is required for public improvements, and that the owner shall remove the sign, foundation, base, and related improvements and restore the right-of-way to a condition acceptable to the Town.



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.H  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Elton JR Harmon, Deputy City Manager  
**RE:** Draft Pedicab Ordinance  
**DATE:** April 9, 2026

---

**ISSUE(S):** Draft Boardwalk Pedicab Franchise Ordinance

**SUMMARY:** At the February 10, 2026, Work Session, the Mayor and Council voted to proceed with soliciting proposals from operators interested in entering into a franchise agreement to provide pedicab services on the Boardwalk.

Subsequently, an RFP was issued (and then re-issued when all of the initial Bids were rejected) with an "Opening of Bids" scheduled for April 21, 2026.

An ordinance is needed so that the Boardwalk Pedicab Franchise can be created. The Ordinance is presently in draft form as slight modifications may be needed after the Bids are received. Additionally, the ordinance is drafted to create a Town franchise for years in the future, but certain matters relating to the 2026 operation, such as start dates, first payments, fleet size, may need to be adjusted in recognition of 2026 being initial year of the franchise.

In addition to the ordinance, like other Town franchises, an Agreement will be executed by the operator after the Award.

**FISCAL IMPACT:** Subject to bid award.

**RECOMMENDATION:** Move the draft ordinance to First Reading subject to modification which may be need when Bids are received and reviewed.



1st Class Resort and Tourist Destination

**ALTERNATIVES:** Not move forward with the Boardwalk Pedicab Franchise.

**RESPONSIBLE STAFF:** Deputy City Manager Elton JR Harmon; City Solicitor Heather Stansbury

**COORDINATED WITH:** Public Works Deputy Director Scott Wagner

**ATTACHMENT(S):**

1. Pedicab\_DRAFT\_Ord.\_.docx
2. P04-26 - Ocean City Boardwalk Pedicab Franchise Services - RFP Document.pdf

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

**ORDINANCE 2026 - \_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 39, ENTITLED FRANCHISES, 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 39, ENTITLED FRANCHISES, OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND BE, AND IT IS HEREBY, AMENDED BY ADDING ARTICLE IX ENTITLED PEDICAB FRANCHISE, AS FOLLOWS:**

...

**CHAPTER 39 – FRANCHISES**

...

**ARTICLE IX. – PEDICAB FRANCHISE**

**Sec. 39-\_\_\_\_. - Title.**

This article shall be known as the "Boardwalk Pedicab Franchise Ordinance."

**Sec. 39-\_\_\_\_. – Definitions.**

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

*Cyclist* means an employee of the operator, or the operator, who is employed in propelling the bicycle that provides the pedicab service.

*Fleet* means no less than twenty (20) pedicabs available to provide service.

*Franchise* means the exclusive and sole right to operate a pedicab service within the Franchise Service Area subject to the provisions of this article.

*Franchise Fee* means the amount of the bid per year of each year of the term.

*Franchise Service Area* means the area described as the concrete lane marked by the bollards in the Ocean City Inlet Parking Lot, around the pier, on the concrete lane along

Atlantic Avenue to 4<sup>th</sup> Street and continuing on the wooden portion of Atlantic Avenue to 27<sup>th</sup> Street and as further depicted in Exhibit A to the Pedicab Franchise Contract. For the avoidance of doubt no pedicabs shall operate south of the northernmost corner of the pier on the wooden Boardwalk.

*Operations Schedule* means that the Franchise shall operate daily from the Friday of Memorial Day Weekend to Labor Day Monday each year during the time each day where bicycles and similar conveyances are not permitted on the Boardwalk, as may be amended by the Mayor and City Council by resolution from time to time. Additionally, the Franchise shall operate if requested by the Mayor and City Council during certain Special Events. The Mayor and City Council shall establish by Resolution the dates and times upon which the Franchise shall operate during designated Special Events.

*Operator* means the owner of the Franchise (the Franchisee), who shall be one or more individuals, a partnership, a corporation, a limited liability company or other state authorized legal entity who is awarded the Franchise through the RFP.

*Pedicab* means a three-wheeled bicycle propelled by human power or classified as a Class I electric bike as defined in section 90-193 of the Town Code, constructed and operated to transport passengers for hire.

*Restricted Boardwalk Area* means the portion of Boardwalk (Atlantic Avenue) between South 1<sup>st</sup> Street and Wicomico Street that is depicted in Exhibit A to the Pedicab Franchise Contract wherein the Franchise may not operate.

*Request For Proposal Process* means the way the Franchise is advertised, evaluated, considered and awarded and shall be referred to as “RFP”.

*Service* means point-to-point, on demand, pedicab transportation of passengers.

*Town Storage Space* means the space that the Town may offer to operator consisting of approximately 945 (nine hundred forty-five) square feet at the Department of Public Works – South Building, measuring approximately 21 (twenty-one) feet in depth and approximately 45 (forty-five) feet in width, accessible through 2 (two) remote-controlled overhead door(s).

*Town Storage Space Fee* means the yearly amount due from operator if the operator is awarded the use of the Town Storage Space.

**Sec. 39-\_\_\_. - Franchise established; franchise operations.**

- (a) There is established and created the Boardwalk Pedicab Franchise of Ocean City. Such Franchise is established as follows:
- (1) *Limitations.* The franchise shall consist of one operator. The operator and its cyclists shall be limited to service within franchise service area.
  - (2) *Operations, Generally.*
    - i. The operator shall provide service under the operations schedule.
    - ii. The operator shall further provide all service described herein during any requested Special Event.
    - iii. Operator shall be responsible for the condition of the pedicabs and the conduct of its cyclists, as further stated in this Article, as well as the operation of the franchise, generally.

- iv. If the pedicabs are stored in a location that is not immediately adjacent to the franchise service area, the cyclist may operate the pedicabs for the limited purpose of getting to the franchise service area but may not pick up or drop off any passengers, arrange for fare or otherwise engage in any activity except solely moving the pedicab from the storage area to the franchise service area. The pedicab when operating in this limited capacity shall adhere to all local ordinances and State law.
  - v. The operator shall obtain a business license consistent with chapter 14 of the Town Code.
- (3) *Operator's employees; cyclists.* The operator shall require all cyclists to wear a uniform clearly identifying them as employees of the operator. Operator shall also screen, hire and train all cyclists. Each cyclist shall undergo a satisfactory background check.
- (4) *Operator Availability.* The operator, and/or an authorized representative with full operational control and authority, shall be available by telephone or for an in-person meeting if so requested by the City Manager, during any time of day that the pedicabs are operating and shall otherwise be available during regular Town of Ocean City ("Town") business hours for any call or meeting so requested by the City Manager.
- (5) *Weather Conditions.* The operator shall reserve the right to suspend service in the event extreme weather that makes the safe operation of the pedicabs not possible. The presence of rain alone shall not justify the suspension of services.
- (6) *Number of Pedicabs to Provide Service.*
- i. Except as stated in subsection (ii) below or during extreme weather conditions the operator shall have no less than a full fleet available for transporting passengers if demand exists. No less than ten percent (10%) of the fleet must be capable of carrying, strapping, and/or holding the following, to include but not limited to, strollers, wheelchairs, and/or walkers. The Operator shall not permit greater than twenty-five (25) pedicabs to operate at any one time unless otherwise agreed to in writing by the operator and Town.
  - ii. The number of pedicabs available to provide service during a Special Event shall be agreed upon in writing between the Operator and the City Manager in advance of the Special Event.
- (7) *Term of Franchise.* The franchise granted under the provisions of this article shall be for a term of five (5) years unless otherwise terminated pursuant to this article. Provided the operator is not in default or otherwise in violation of any terms of this article, the operator shall have an option to renew the franchise for two (2) additional three-year (3) terms upon the same terms and conditions of the franchise, except that the franchise fee shall be ten percent (10%) greater than the annual franchise fee for the initial term. If the Operator elects to exercise this renewal option, it must be done, in writing, to the City Clerk before August 31 of the fifth (5<sup>th</sup>) year of the initial term.

FOR DISCUSSION AND REVIEW PURPOSES ONLY – DRAFT

- (8) *Advertising.* The Operator shall not be permitted to advertise for any third-party but may have signage advertising the pedicab operation.
- (9) *Storage Space.*
  - (a) If the operator requests and is awarded use of the Town’s storage space, then the operator shall pay the Town storage space fee as set by the Town and placed into the Contract.
  - (b) The operator shall be solely responsible for any damages or breakage of personal or public property as a result of the operator’s performance under the franchise. The operator shall be solely responsible for the repair of any damage to Town property and restoration of any storage space, beyond normal wear and tear. Repair and restoration shall be to the satisfaction of the Town. Any repair/restoration of these damages shall be performed at no cost to the Town.
  - (c) If the operator does not request and/or is not awarded the use of the Town storage space, then the operator shall be solely responsible for storing the pedicabs when not in operations in a location that is not open to the public.
- (10) *Maintenance and Operation.* Operator shall be responsible for all cost(s) associated with operating and/or maintaining its own fleet, including but not limited to charging, maintenance, replacement, and insurance.
- (11) *Request for Proposal Process.*
  - a. *Method of Award.* The franchise shall be awarded through a competitive RFP administered by the Town’s Procurement Department in accordance with the Town’s procurement policies and procedures. Proposals shall be submitted in a sealed form by the deadline specified by the RFP.
  - b. *Proposal Submission Requirements.* Proposals shall be submitted in the form and manner described in the RFP and may include, but are not limited to, the following:
    - i. Proposed annual franchise fee and total compensation to the Town for the franchise term;
    - ii. Certification that the proposal has been independently prepared without collusion, consultation, or agreement with any other proposer;
    - iii. Disclosure of any other persons financially interested, directly or indirectly, in the proposal;
    - iv. Certification under penalties of perjury that all information submitted is true and correct;
    - v. All required certifications shall be executed by the proposer’s authorized representative;
    - vi. Disclosure of financial capacity and source of funds sufficient to demonstrate the proposer’s ability to perform under the franchise agreement;
    - vii. Credit references (at least two, including full name, address, telephone number, and contact person);

FOR DISCUSSION AND REVIEW PURPOSES ONLY – DRAFT

- viii. Bank reference (at least one, including full name, address, telephone number, and contact person); and/or
  - ix. Authorization for the Mayor and City Council to conduct background, financial, and credit inquiries and obtain a credit report for evaluation purposes.
  - c. Evaluation of Proposals. Proposals shall be evaluated by Town staff based upon the criteria set forth in the RFP. Evaluation criteria may include, but are not limited to:
    - i. Experience and qualifications;
    - ii. Operational plan and service model;
    - iii. Proposed franchise fee or compensation to the Town;
    - iv. Ability to meet performance standards;
    - v. The Town may request interviews, additional documentation, or clarifications from proposers as part of the evaluation process;
    - vi. Safety program and compliance history; and/or
    - vii. Financial capacity and stability.
  - d. Recommendation and Award. Upon completion of the evaluation process, Town staff shall recommend the highest-ranked responsible proposer to the Mayor and City Council of Ocean City for consideration. The franchise shall be awarded only upon approval by the Mayor and City Council. The Town reserves the right to reject any or all proposals, to waive minor irregularities, and to reissue the RFP if it determines such action to be in the best interest of the Town.
- (12) *Agreement.* In addition to the provisions of this article, the Operator shall sign a "Pedicab Franchise Agreement" which shall further bind the operator to the terms and conditions of this franchise. The Pedicab Franchise Agreement shall be executed by the operator and the Mayor and City Council at the time the bid is awarded and may be amended from time to time as set forth in this article. If an Agreement is not signed by the Operator within ten (10) days of being awarded the franchise, then the award shall be voided.
- (13) *Franchise Fee Payment.* The Franchise Fee shall be paid in the form of a certified check to the Town as follows: 25% is due each year on or before April 1<sup>st</sup>; 50% is due each year on or before July 17<sup>th</sup>; and 25% is due each year on or before September 1<sup>st</sup>. The total amount of the franchise fee shall be the sum of the five-year term, plus each year of any renewal term, if and/or when the franchise is renewed.
- (14) *Town Storage Space Fee.* If the operator requests and is awarded the use of the Town Storage Space, then the Operator shall pay the yearly Town storage space fee on

or before April 1<sup>st</sup> of each year. The total amount of the Town storage space fee shall be the sum of the five-year term, plus each year of any renewal terms, if and/or when the franchise is renewed.

(15) *Hold Harmless Agreement.* The operator shall indemnify and hold harmless the Mayor and City Council of Ocean City, its elected officials, officers, boards, commissions, agents, and employees against and from any and all claims, demands, causes of actions, suit, proceedings, damages, costs or liability (including costs or liabilities of the Town with respect to its employees) of every kind and nature whatsoever, including, but not limited to damages for injury, or death or damage to person or property, including but not limited to, claims under the Worker’s Compensation Act, and regardless of the merit of any of the same, against all liability to other and against any costs and expenses resulting or arising out of any of the same, including any attorney’s fees, and other costs, arising out of or pertaining to the exercise or operation of the franchise.

(16) *Defense of litigation.* The operator shall, at the sole risk and expense of the operator, upon demand of the Town made by and through the city solicitor, appear in and defend any and all suits, actions or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative or otherwise, brought or instituted or had by third persons or duly constituted authorities against or affecting the Town, its officers, boards, commissions, agents or employees and arising out of or pertaining to the exercise or the enjoyment of such franchise or the granting by the Mayor and City Council.

(17) *Non-Assignment.* The franchise shall not be assignable by the operator without prior written approval of the Mayor and City Council of Ocean City.

(18) *Reissuance Upon Termination or End of Term.* In the event of revocation, expiration, or termination of a franchise prior to the end of its term, the Mayor and City Council may issue a new RFP for the franchise under such terms and conditions as it deems in the best interest of the Town consistent with this article.

**Sec. 39-\_\_\_\_\_ - Hearing of complaints.**

All complaints regarding the operator and its operations shall be submitted to the City Manager. The City Manager shall investigate and attempt to resolve such complaint administratively. If the City Manager determines that the matter cannot be resolved at an administrative level, the City Manager may, in his discretion, refer the matter to the Mayor and City Council for further review and consideration. The Mayor and City Council shall take any action it deems necessary to resolve the complaint. This dispute mechanism does not preclude the Ocean City Police Department from taking any action it deems necessary through law enforcement action. This dispute mechanism does not preclude the City Manager from taking action under Chapter 14 of the Town. Code.

**Sec. 39-\_\_\_\_. - Termination or revocation of franchise.**

- (a) The franchise shall terminate at the expiration of its five (5) year term unless extended pursuant to this article.
- (b) If the operator fails to comply with every condition, term or provision of this article, the franchise may be revoked by the Mayor and City Council.
- (c) The franchise shall be immediately revoked upon the nonpayment of the franchise fees when due, with no pro rata adjustment of any payments previously made, unless prior to the due date the operator requests, in writing, to the Mayor and City Council and the city manager for an extension of time, which after a hearing thereon and good cause shown, the Mayor and City Council, at its sole discretion may grant an extension of time to pay. In the event of a grant of an extension, the Mayor and City Council may impose liquidated damages, as it deems appropriate, to offset expenses and lost interest on unreceived funds, but in no event less than 1½ percent of the unpaid fee per month, with any portion of a month being considered a full month.
- (d) The franchise shall be immediately revoked, after a hearing before the Mayor and City Council on the merits thereon, upon a determination that an operator has made a false statement in the bid submitted pursuant to this article or committed a prohibited act under this article.
- (e) The operator's business license may be revoked or suspended by the City Manager consistent with the provisions of chapter 14 of the Town Code. Said suspension or revocation shall supersede the terms of this article.
- (f) The franchise may be modified or terminated by the Mayor and City Council if the Ocean City Police Department advises that the franchise is creating a public safety hazard. If modified or terminated, the franchise fees shall be prorated as agreed by the Mayor and City Council and the operator.
- (g) Notwithstanding any provision of this article, upon extraordinary circumstances and for good cause shown, the Mayor and City Council, in its sole discretion, may grant relief as it deems appropriate pertaining to any provision of this article and/or Pedicab Franchise Agreement.

**Sec. 39-\_\_\_\_. - Insurance.**

- (a) Operator shall purchase and maintain during the term (and any extended term) of the franchise, the following minimum amounts of insurance.
  - 1. Commercial General Liability: \$1,000,000 (One Million Dollars) per occurrence \$5,000,000 (Five Million Dollars) aggregate for bodily injury and property.
  - 2. Professional Liability: \$2,000,000 (Two Million Dollars) per claim.
  - 3. Commercial Automobile: \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
  - 4. The operator shall be required to provide Worker's Compensation Insurance as required by Maryland law.

- (b) The operator shall provide the Town with certificates of insurance evidencing the coverage required. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. The operator shall provide certificates of insurance before commencing service in conjunction with the franchise.
- (c) Failure to provide and continue in force such insurance as required above will be deemed a material breach of the franchise, will cause the operator to be in default, and shall operate as an immediate termination of the franchise.
- (d) The Town reserves the right to require higher limits on any Agreement.
- (e) On the commercial general liability policy, the Town must be named as additional insured and the insurance certificate furnished to the Town will indicate such coverage.
- (f) The providing of any insurance required herein does not relieve the operator of any of the responsibilities or obligations assumed by the operator in this franchise, or for which the operator may be liable by law or otherwise.

**Sec. 39 – Pedicab requirements.**

- (a) *License decal.* All pedicabs shall display a pedicab decal created and issued by the operator. The license decal shall clearly state the name of the operator and the individual assigned to that pedicab.
- (b) *Condition of pedicabs.* The following conditions shall apply to all pedicabs in the fleet. Each pedicab shall be:
  - 1. in good working order; free from mechanical or safety defects;
  - 2. clean, maintained, and sanitary in the interior and exterior. This shall mean, but not only include, no exposed rust, ripped upholstery or fabric, visible chips or scratches on any painted surface, exposed wood that is not painted and in good condition and/or dirt or debris on any surface assessable to passengers;
  - 3. equipped with lamps, reflectors and brakes as required by State law and specifically the Maryland Transportation Article, as amended, from time to time; or
  - 4. equipped with an operable braking staking systems that is capable of skidding each wheel from the cyclist’s normal position of operation.
- (c) *Size, configuration and capacity.*
  - 1. Each pedicab shall have only one attached trailer and may not have a sidecar or similar device.
  - 2. Each pedicab shall have the maximum capacity to transport two (2) adults and two (2) children.
- (d) *Sounds and Decoration.* No pedicab shall be adorned with lights, decoration, whistles or sirens other than as required for safety by this article. Pedicabs shall not be permitted to play music.

- (e) *Unauthorized Activity.* Pedicabs shall only engage in the transporting of passengers for hire and not in any other activity when operating a pedicab.
- (f) *Inspection.* Pedicabs shall at all times, be subject to inspections by the Ocean City Police Department.
- (g) *Storage, Stopping or Standing.* No pedicab shall be stored, parked or left overnight on the Boardwalk, or any other street, sidewalk or public way.

**Sec. 39 \_\_\_\_ - Cyclist Requirements and Conduct.**

- (a) While performing services each cyclist shall:
  - 1. have in their possession a valid driver's license while operating any pedicab;
  - 2. be at least 17 years of age;
  - 3. be able to effectively communicate with and understanding to passengers while providing courteous customer service;
  - 4. comply will all applicable laws and comply with any lawful order or direction from any law enforcement officer;
  - 5. refrain from the use of any profane language, use of tobacco, alcohol, any vape and/or cannabis;
  - 6. exercise due care to avoid colliding with a pedestrian or public or private property;
  - 7. operate the pedicab using two hands on the handlebars; and
  - 8. Federal regulations preclude the Operator from employing any cyclist who is working under a J-1 visa.
- (b) While performing services under the franchise, each pedicab cyclist shall not:
  - 1. harass or insult any passenger, visitor, property owner, and/or business owner at any time;
  - 2. stop, stand, park or otherwise allow the pedicab to remain inoperable in a manner that impedes the flow of pedestrian traffic or block any public way;
  - 3. sell any product or service while on operating the pedicab;
  - 4. operate the pedicab in a reckless or dangerous manner and/or a manner that results in damage to person or property;
  - 5. operate the pedicab at a speed that is negligent or imprudent;
  - 6. put or continue the pedicab in motion while any passengers are standing or sitting anywhere other than in the passenger seats; and
  - 7. collect fares, utilize the mobile application, or take on or discharge passengers while the pedicab is in motion.

**Sec. 39 \_\_\_\_ - Mobile application and GPS.**

- (a) The operator shall offer a mobile application free of charge that is compatible with Android and iPhone device(s) for requesting on-demand ride(s). The application

provided shall be capable of accepting payment(s); request(s) via the mobile application; and shall provide patron(s) immediately with an estimated time of arrival based on driver availability.

- (b) Each pedicab shall collect ridership data via the application and/or manual count(s) with phone call(s) and/or ride-hailing. The Operator shall maintain accurate and complete record(s) of the service and submit monthly, quarterly, and yearly reports to the Town of Ocean City as required. Report(s) shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, complaint(s), mileage, driver's name(s), suspension(s), and accident(s).
- (c) The use of the mobile application shall be the preferred manner in which any passenger pays for and is transported, but the operator may also take credit card payments from passengers at the conclusion of the ride.
- (d) GPS system installed on the pedicabs indicating pick-up time(s) and drop-off time(s).

**Sec. 39- \_\_\_\_ . – Fares.**

- (a) It is unlawful for the cyclist and/or operator of a pedicab to charge a passenger a fare that was not agreed upon with the passenger in advance.
- (b) It is unlawful for the cyclist and/or operator of a pedicab to demand a fare from a passenger after he agreed to provide the service for gratuity only.
- (c) The Operator shall ensure that each pedicab has a sign conspicuously posted on the exterior of the Pedicab indicating the amount to be charged for the use of the pedicab or the basis for calculating such amount.

**Sec. 39- \_\_\_\_ . - Additional prohibited acts.**

- (a) The violation of any provision, term, rule, regulation, or condition of this article is prohibited.
- (b) No one, other than a franchise operator or its cyclist and employees in performance of services under the franchise, shall operate a pedicab for a fee or a charge within the corporate limits of Ocean City. Anyone so taking such act shall be committing a prohibited act.

**Sec. 39- \_\_\_\_ . - Violations and penalties.**

- (a) Any person, firm or corporation violating any provision of this article shall be guilty of a municipal infraction and fined not less than \$500.00 nor more than \$5,000.00, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues unless the act is otherwise criminal in nature in which case local and state criminal penalties shall apply.
- (b) In addition to subsection (a) above, any violation of any provision of this article by the operator or an operator's cyclist shall subject the franchise to revocation as stated in section \_\_\_\_ of this article, and/or the operator's business license may be subject to

FOR DISCUSSION AND REVIEW PURPOSES ONLY – DRAFT

suspension or revocation consistent with the provision of Chapter 14 of the Town Code.

**Sec. 39-\_\_\_\_ to 39-\_\_\_\_. - Reserved sections.**

...

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on \_\_\_\_\_.

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 \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
WILLIAM C. SAVAGE, III, Secretary

# MAYOR & CITY COUNCIL OCEAN CITY, MARYLAND



PROCUREMENT DEPARTMENT

## PROPOSAL DOCUMENT FOR

# P04-26 – Ocean City Boardwalk Pedicab Franchise Services

---

<b>PROPOSAL TIMELINE OF EVENTS</b>
<p><b>PRE-PROPOSAL MEETING:</b> MONDAY, APRIL 6<sup>TH</sup>, 2026 AT 10:00AM EST AT THE PROCUREMENT CONFERENCE ROOM, 214 65<sup>TH</sup> STREET, OCEAN CITY, MARYLAND 21842</p>
<p><b>LAST DAY FOR QUESTIONS:</b> FRIDAY, APRIL 10<sup>TH</sup>, 2026 – 4:00PM EST</p>
<p><b>ADDENDUM POSTING:</b> MONDAY, APRIL 13<sup>TH</sup>, 2026 – CLOSE OF BUSINESS</p>
<p><b>PROPOSAL DUE DATE AND LOCATION:</b> MONDAY, APRIL 20<sup>TH</sup>, 2026 – 4:00PM EST Proposals shall be sent to Procurement Office, 214A 65<sup>th</sup> Street, Suite 4-119, Ocean City, Maryland, 21842</p>
<p><b>OPENING DATE, TIME, &amp; LOCATION:</b> TUESDAY, APRIL 21<sup>ST</sup>, 2026 – 10:00AM EST Sealed Proposal's will be opened, read aloud, and then remanded back to staff for further review at the time and date above, in the Procurement Conference Room, located at 214A 65<sup>th</sup> Street, Suite 4-119, Ocean City, Maryland 21842 and must note the name of the solicitation (<b>P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES</b>) on the outside of the package.</p>

**SECTION REFERENCE GUIDE**

SECTION I: INTRODUCTION .....4

1. PURPOSE.....4

2. CLARIFICATION OF TERMS.....4

3. QUESTIONS AND INQUIRIES .....4

4. FILLING OUT PROPOSAL DOCUMENTS .....4

5. SUBMISSION OF PROPOSAL DOCUMENTS .....4

6. RECOGNITION OF PROPOSAL DOCUMENTS .....5

7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS.....5

8. NOTICE TO VENDOR .....6

9. PRE-PROPOSAL MEETING .....6

10. COMMUNICATION RESTRICTION .....6

11. ISSUING OFFICER AND CONTACT .....6

SECTION II: GENERAL INFORMATION .....8

1. ECONOMY OF PROPOSAL DOCUMENTS.....8

2. RESPONSIBILITIES OF THE VENDOR.....8

3. PROPRIETARY INFORMATION OR TRADE SECRETS.....8

4. OWNERSHIP OF MATERIALS .....8

5. CONTRACT AWARD .....8

6. AUDIT.....9

7. NONPERFORMANCE .....9

8. MODIFICATION OR WITHDRAWAL OF PROPOSAL DOCUMENTS .....9

9. DEFAULT .....9

10. COLLUSION/FINANCIAL BENEFIT .....9

11. TAX EXEMPTION .....9

12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION .....10

13. STATUS OF VENDOR .....10

14. APPLICABLE LAWS .....10

15. SUSPENSION OR TERMINATION FOR CONVENIENCE .....10

16. TERMINATION FOR CAUSE .....10

17. ADDENDUM.....11

**18. INSURANCE REQUIREMENTS.....11**

19. ASSIGNMENTS .....12

20. INDEMNIFICATION.....12

21. CONTRACT CHANGES .....12

22. AVAILABILITY OF FUNDING.....12

23.	FORCE MAJEURE.....	12
24.	DEBRIEFING PROCESS.....	12
25.	PROTESTS.....	13
26.	FEDERAL TAX IDENTIFICATION NUMBER.....	13
27.	PROPOSAL RESULTS.....	13
28.	NEGOTIATIONS.....	13
29.	PAYMENT.....	13
30.	INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES.....	13
31.	PROPOSALS ARE OFFERS.....	14
32.	CONTINGENT PROPOSALS.....	14
33.	REPRESENTATIONS AND WARRANTIES.....	14
34.	<b>CONFLICT OF INTEREST</b> .....	14
35.	NO THIRD-PARTY BENEFICIARIES.....	14
36.	TIME IS OF THE ESSENCE.....	14
37.	FOREIGN VENDOR.....	14
38.	ATTACHMENTS.....	14
39.	MERGER.....	14
40.	ANTI-KICKBACK ACT OF 1986.....	14
40.1.	PROHIBITS ANY PERSON FROM—.....	15
	SECTION III: EVALUATION AND SELECTION PROCESS.....	16
1.	EVALUATION.....	16
2.	EVALUATION PROCESS.....	16
	REFERENCES.....	17
	INDIVIDUAL PRINCIPAL.....	18
	VENDOR’S AFFIDAVIT OF QUALIFICATION TO PROPOSAL.....	19
	NON-COLLUSIVE AFFIDAVIT.....	20
	ADDENDA ACKNOWLEDGEMENT.....	21
	NOTICE OF AWARD.....	22
	CONTRACT.....	22
	OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES.....	23
	NOTICE TO PROCEED.....	25
	FORM OF BID.....	26
	SCOPE OF WORK (SOW) & SPECIAL CONDITIONS.....	30

## SECTION I: INTRODUCTION

1. PURPOSE
  - 1.1. The purpose of this Request for Proposal is for the Mayor & City Council Ocean City ("Town") to Contract for **OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES**.
2. CLARIFICATION OF TERMS
  - 2.1. Professional Vendors, Organizations, or Individuals that submit a Solicitation for Award of a Contract ("Contract") are referred to as Vendor ("Vendor") in this Proposal Document. The Vendor that is Awarded the Contract is herein referred to as the ("Successful Vendor").
3. QUESTIONS AND INQUIRIES
  - 3.1. For information regarding Proposal Documents and Solicitation Requirements, please contact Matt Perry at [mperry@oceancitymd.gov](mailto:mperry@oceancitymd.gov), or call (410) 723-6647 or Dawn Leonard at [dleonard@oceancitymd.gov](mailto:dleonard@oceancitymd.gov) or call (410) 723-6643.
  - 3.2. Copies of the Proposal Documents are available on the Town's website.  
(<https://oceancitymd.gov/oc/procurement-bids/>)
4. FILLING OUT PROPOSAL DOCUMENTS
  - 4.1. Use only forms supplied by the Town.
  - 4.2. Submit (1) unbound original, (1) bound copy, (1) Thumb Drive
  - 4.3. Proposal Documents should be complied as follows: (1) Cover Letter, (2) Price Proposal, (3) References, (4) Addendum Acknowledgement, (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, (7) Non-Collusive Affidavit, (8) Signed Addenda (if necessary), (9) Vendor's Completed Proposal Document, and (10) Technical Proposal.
  - 4.4. All blanks on the Proposal Documents will need to be filled in electronically or manually in ink.
  - 4.5. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern.
  - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
  - 4.7. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a Contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
  - 4.8. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible "Completed Proposal Document" package.
  - 4.9. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF PROPOSAL DOCUMENTS
  - 5.1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a **sealed envelope**. The envelope will be addressed to the Town of Ocean City Procurement Department, Attn: Procurement Manager, 214 65<sup>th</sup> Street, Ocean City, Maryland 21842 and will be identified with the Work name **P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation **"SEALED PROPOSAL DOCUMENTS ENCLOSED – P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES"** on the face thereof.
  - 5.2. Sealed Proposals Documents are due no later than **MONDAY, APRIL 20<sup>TH</sup>, 2026 AT 4:00PM EST**. Documents shall be sent to Procurement Office, 214 65<sup>th</sup> Street, Ocean City, Maryland, 21842. Completed Proposal Documents will be opened, read into record and then remanded to staff for further review on **TUESDAY, APRIL 21<sup>ST</sup>, 2026 AT 10:00AM EST**. The Proposal Opening is located at 214 65<sup>th</sup> Street, Ocean City, Maryland, 21842 in the Procurement Conference Room and must note the name of the

**Solicitation P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES on the outside of the package.**

- 5.3. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Advertisement and this Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will be returned unopened.
- 5.4. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Proposal Documents reach the Town's Office prior to the local time and date specified for receipt of Proposal Documents. The Town will **NOT BE RESPONSIBLE** for any Proposal Document delayed in the postal or other delivery service nor any late Proposal Document, Amendment, or Request for Withdrawal of Proposal Document, received after the Proposal Document submission date.
- 5.5. Vendors, or their authorized agent(s), are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
- 5.6. A fully executed Affidavit of Qualification to Proposal will be attached to each Proposal Document.
- 5.7. **MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.**
- 5.8. All Vendor submitted Proposal Documents will be valid for a minimum of one hundred and twenty (120) days from the date of Proposal Document Opening. Vendors cannot withdraw their Proposal Documents within one hundred and twenty (120) days after the Proposal Recognition Date.
- 5.9. **E-mail or faxed Proposal Documents will not be accepted.**
6. RECOGNITION OF PROPOSAL DOCUMENTS
  - 6.1. Proposal Documents received on time will be recognized by the Town by reading Vendor names into record.
  - 6.2. The Contract will be Awarded or all Proposal Documents will be rejected within one hundred and twenty (120) days from the date of the Proposal Document Opening.
7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS
  - 7.1. Unless otherwise specified, the Contract will be Awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal Documents, provided the Proposal is reasonable and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time Contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, Vendor, or corporation which is in arrears or in default to the Town for any debt or Contract.
  - 7.2. Completed Proposal Documents from any Vendor debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
  - 7.3. Conditional or qualified Proposals will not be accepted.
  - 7.4. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications to determine best value:
    - 7.4.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    - 7.4.2. Character, integrity, reputation, experience and efficiency.
    - 7.4.3. **A minimum of Three (3) Years** providing the goods/services described in this Proposal Document under the Vendor name that is submitting a Completed Proposal Document, with references to validate this requirement.
    - 7.4.4. Quality of past performance on previous or existing Contracts, including a list of current and past Contracts and other evidence of performance ability.
    - 7.4.5. Previous and existing compliance with laws and ordinances relating to Contracts with the Town and to the Vendor's employment practices.
    - 7.4.6. Evidence of adequate insurance to comply with Contract terms and conditions.

- 7.4.7. Statement of current work load and capacity to perform/provide the Goods and/or Services.
- 7.4.8. Explanation of methods to be used in fulfilling the Contract.
- 7.4.9. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
- 7.5. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
- 7.6. The Town will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Proposal security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.
- 8. NOTICE TO VENDOR
  - 8.1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Service requirements and are expected to completely familiarize themselves with the requirements of this Proposal Document's Scope of Work including examination of site, review of drawings, if included, and any Addenda. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the Services to be furnished or the work to be performed, it being understood that the submission of a Proposal Document is an Agreement with all of the items and conditions referred to herein.
  - 8.2. The Successful Vendor will supply the names and addresses of major subcontractors when requested to do so by the Town.
- 9. PRE-PROPOSAL MEETING
  - 9.1. A Pre-Proposal Meeting will be held on **MONDAY, APRIL 6<sup>TH</sup>, 2026 AT 10:00AM EST at the Procurement Conference Room, 214 65<sup>th</sup> Street, Ocean City, Maryland 21842** for this Request for Proposal. The Town of Ocean City will additionally provide a virtual attendance option, via Zoom, upon formal request in writing to the Procurement Manager, for Vendors unable to attend the Pre-Proposal Meeting in person. The Last Day for Questions will be **FRIDAY, APRIL 10<sup>TH</sup>, 2026 AT 4:00PM EST**, for any questions concerning the Proposal Documents. The Addendum will be posted by close of business on **MONDAY, APRIL 13<sup>TH</sup>, 2026.**
- 10. COMMUNICATION RESTRICTION
  - 10.1. From the time of the Advertisement of this Solicitation until final Award is made to the Successful Vendor and such Award is announced, interested Vendors are not allowed or permitted to communicate about this Solicitation or Scope with any staff or official representatives of the Town, except for submission questions as instructed in this Document, or as provided by any existing work agreement(s). Potential Awardee(s) are restricted from making public statements or press releases about their selection as finalist or their potential Award. The Town reserves the right to reject any submittal of any Vendor who violates this restriction.
- 11. ISSUING OFFICER AND CONTACT
  - 11.1. This Solicitation is being issued by the Town's Procurement Department which is the only office authorized to change, modify, clarify, etc., the provisions of this Solicitation and to Award any Contract(s) resulting from the Solicitation.
  - 11.2. Any Vendors who have unauthorized contact about this Solicitation with employees or officials of the Town or anyone having decision making authority regarding this Solicitation will result in disqualification from consideration under this procurement process.

11.3. The issuing officer and sole point of contact regarding this solicitation is:  
Matt Perry | (410) 723-6647 | [mperry@oceancitymd.gov](mailto:mperry@oceancitymd.gov)  
214 65<sup>th</sup> Street, Ocean City, Maryland 21842

**END OF SECTION I**

## SECTION II: GENERAL INFORMATION

1. ECONOMY OF PROPOSAL DOCUMENTS
  - 1.1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
  - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Proposal Documents. The Vendor will perform the Services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.
  - 2.2. Neither the Town's review, approval or acceptance of, nor receipt of payment for any of the work/services required under the Awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of the Contract.
  - 2.3. The rights of the Town provided for under the Awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
  - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
  - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
  - 5.1. A written Award by the Town to the Successful Vendor in the form of a Contract Document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to Award to the next highest scoring responsible and responsive Vendor. The Successful Vendor will be required to execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract with the Notice of Award letter.
  - 5.2. Proposal Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
  - 5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before Award of Contract. Failure to pay will result in the Award of Contract to another Vendor.
  - 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendor deemed fully qualified, responsible, suitable and professionally competent to provide the required work/services should the work/service size warrant it. Vendor will be encouraged to elaborate on their qualifications,

- performance data, and staff expertise. Proprietary information from competing Vendor will not be disclosed to the public or to competitors.
- 5.5. The Town will enter into negotiations for best and final offers with one or more Vendor based on Vendor's Completed Proposal Documents and the Evaluation and Selection Process prior to Awarding any Contract, if the Town deems it necessary to make an Award. The Award of any Contract will solely be for the benefit of the Town.
6. AUDIT
- 6.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the Awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
7. NONPERFORMANCE
- 7.1. The Town reserves the right to inspect all operations and to withhold Services for any goods not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions, or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for Cancelling the Contract. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future Solicitations.
8. MODIFICATION OR WITHDRAWAL OF PROPOSAL DOCUMENTS
- 8.1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.
9. DEFAULT
- 9.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An Award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or its surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.
- 9.2. If the Vendor defaults under any of the Contract's terms, the Town will give to the Vendor a written notice of the default ("Cure Notice"). The Vendor will have seven (7) days after receipt of the Cure Notice to cure the default. If the Vendor fails to cure the default within the time period, the Town may exercise those remedies granted under this Proposal Document or applicable law.
10. COLLUSION/FINANCIAL BENEFIT
- 10.1. The Vendor certifies that its Completed Proposal Document is made without any previous understanding, agreement, or connection with any Person, Vendor, or Corporation making a Proposal Document for the same work/services; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 10.2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled, or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.
11. TAX EXEMPTION
- 11.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendor doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.

12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

12.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.

12.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all Contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.

13. STATUS OF VENDOR

13.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the work/services under the Contract or other arrangement with the Vendor.

13.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

14. APPLICABLE LAWS

14.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

15. SUSPENSION OR TERMINATION FOR CONVENIENCE

15.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Services for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the work/services without invalidating the provisions of the Contract.

15.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Services in whole or in part.

15.3. Any notice issued pursuant to Sections 15.1 and/or 15.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop work/services on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the work/services not terminated.

15.4. The Vendor will not be paid on account of loss of anticipated profits or revenues or for work/services not completed prior to the date of termination of the Contract.

16. TERMINATION FOR CAUSE

16.1. Either party may terminate the Contract in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period. If a party defaults under any of the Contract's terms, the non-defaulting party will give the defaulting party a written notice of the default. The defaulting party has ten (10) business days after receipt of this notice to cure the default. If the defaulting party fails to cure the default within this time period the non-defaulting party may exercise those remedies granted under the Contract or applicable law. Notwithstanding the above, in the case of a failure to pay any amount due hereunder the period for cure

of any such default following notice thereof will be ten (10) days and, unless payment is made within such period, the termination will become effective at the end of such period.

#### 17. ADDENDUM

- 17.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Town of Ocean City's Procurement Manager and to be given consideration, must be received by noon on the last day for questions.
- 17.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Proposal Documents in the form of written Addenda. Vendor are cautioned that any oral statements made by any Town employee that materially change any portion of the Proposal Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
- 17.3. All Addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such Addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
- 17.4. Vendor are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written Addenda. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Town of Ocean City's Procurement Manager during normal business hours.
- 17.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Proposal Document recognition for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

#### 18. INSURANCE REQUIREMENTS

- 18.1. Unless otherwise required by Special Conditions for this Agreement, the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
  - 18.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$5,000,000 (Five million dollars) aggregate for bodily injury and property damage.
  - 18.1.2. Professional Liability: \$2,000,000 (Two million dollars) per claim.
  - 18.1.3. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
  - 18.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
- 18.2. The Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing Work in conjunction with this Agreement.
- 18.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Agreement. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in Solicitation. The Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Goods and/or Services performed under this Agreement including, but not limited to, claims under the Worker's Compensation Act.

- 18.3.1. ON THE COMMERCIAL GENERAL LIABILITY POLICY, THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.
- 18.3.2. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THIS AGREEMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.
19. ASSIGNMENTS
- 19.1. Neither the Successful Vendor nor the Town will sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder, without the written consent of the other party.
20. INDEMNIFICATION
- 20.1. The Successful Vendor will indemnify and hold harmless the Town and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work/services provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and caused in whole or in part by any negligent or willful act or omission of the Successful Vendor, and subcontractor or, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Successful Vendor or any subcontractor or under workmen's compensation acts, disability benefit acts or other employee benefits acts.
21. CONTRACT CHANGES
- 21.1. NO CLAIMS may be made by anyone that the Scope of the Project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the City Manager (and the Town Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor.
- 21.2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the Scope of the Contract, made by anyone including any Town employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Manager (with Town Council approval, if required) will be honored or valid.
- 21.3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.
22. AVAILABILITY OF FUNDING
- 22.1. Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of Town funds. The Town may cancel any Agreement, Contract, or Purchase Order immediately, by giving written notice to the Successful Vendor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.
23. FORCE MAJEURE
- 23.1. Neither party will be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
24. DEBRIEFING PROCESS
- 24.1. Non-Successful Vendor, upon request and that responded to an Invitation to BID or a Request for Proposal, will be provided a Vendor debriefing regarding the reasons that the Proposal or BID submitted by the Non-Successful Vendor was not Awarded the Solicitation. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.

- 24.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.
25. PROTESTS
- 25.1. To ensure fairness to all Vendor and to promote open competition, the Town will actively follow-up and be consistent in responding to a Vendor's protest concerning Contract Awards.
- 25.1.1. The Vendor will submit to the Procurement Manager a written request for a protest meeting which will be received by the Procurement Department within fourteen (14) consecutive calendar days from the date of the Contract Award. The Vendor's letter will contain specific reasons and any supporting documentation for the reasons, describing why they have a concern with the Award. If the letter does not contain this information, or if the Procurement Manager determines that a meeting would serve no useful purpose, then the Procurement Manager may, within ten (10) consecutive calendar days from the date of receipt of the letter, respond in writing to the Vendor and refuse the protest meeting request. Otherwise, the Procurement Manager must notify the protesting Vendor within the 10-calendar day period that a protest meeting will be scheduled.
- 25.1.2. If the protest meeting is granted, the Procurement Manager will attempt to schedule the meeting within ten (10) consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within ten (10) consecutive calendar days from the date of the protest meeting, the Procurement Manager will respond to the Vendor in writing with the decision.
26. FEDERAL TAX IDENTIFICATION NUMBER
- 26.1. All Vendors must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.
27. PROPOSAL RESULTS
- 27.1. Only Vendors who receive Awards will be notified of Proposal results; Non-Successful Vendors will not be notified. Non-Successful Vendors can visit the Town's website to see whom Solicitations were awarded to.
28. NEGOTIATIONS
- 28.1. The Town may commence negotiations with the highest ranked Vendor or commence simultaneous negotiations with all eligible Vendors. The Town may negotiate:
- 28.1.1. The statement of work;
- 28.1.2. The Contract price as it is affected by negotiating the statement of work; and
- 28.1.3. Any other terms and conditions determined by the Town in its sole discretion to be reasonably related to those expressly authorized for negotiation.
- 28.1.4. Terms and conditions within the sample Contract that are unrelated to the statement of work or Contract price may be negotiated after Award, but before legal review or execution of the Contract. If a successful Contract cannot be negotiated in a timely manner after Award, the Town may conclude Contract negotiations and rescind its Award to that Vendor and return to the most recent Proposal Document stage to negotiate with another Vendor for Award.
29. PAYMENT
- 29.1. Solicitations which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
30. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES
- 30.1. The Town reserves the right to investigate the references and the past performance of any Vendor, including but not limited to the Vendor's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers, and Vendor so agrees to the aforementioned by listing references. The Town may postpone the Award or execution of the Contract after the announcement of the apparent Successful Vendor in order to complete its investigation and may take the results of its investigation into account when conducting evaluations. The Town reserves the right to reject any Completed Proposal Document or to reject all Completed Proposal Documents at any time prior to the Town's execution of Contract if it is determined to be in the best interest of the Town to do so.

31. PROPOSAL ARE OFFERS
- 31.1. The Proposal is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Vendor for one hundred and twenty (120) days. The Town's Award of the Contract constitutes acceptance of the offer and binds the Vendor. The Vendor must be a complete offer and fully Responsive to the Request for Proposal.
32. CONTINGENT PROPOSALS
- 32.1. Vendor will not make its Completed Proposal Document contingent upon the Town's acceptance of specifications or Contract terms that conflict with or are in addition to those in the Invitation for Proposal, its Exhibits, or Addenda.
33. REPRESENTATIONS AND WARRANTIES
- 33.1. Vendor represents and warrants that (1) Vendor has the power and authority to enter into and perform this Contract; (2) The individual signing for Vendor is authorized to execute this Contract on behalf of Vendor; (3) The Contract, when executed and delivered, will be a valid and binding obligation of Vendor, enforceable in accordance with its terms; (4) The work under the Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Vendor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Vendor's name, as it appears in the Contract, is Vendor's legal name, as it will appear in the Vendor's W-9, and if Vendor is an entity rather than an individual that the entity named in the Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
34. CONFLICT OF INTEREST
- 34.1. Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Vendor's full performance of the Contract. Vendor also covenants that in the performance of the Contract no person having any such interest will be employed. Vendor further covenants that its performance of the Contract will not cause any employee of the Town to violate the Town's Conflict of Interest Policy.
35. NO THIRD-PARTY BENEFICIARIES
- 35.1. The Town and Vendor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in the Contract as intended beneficiaries.
36. TIME IS OF THE ESSENCE
- 36.1. Vendor agrees that time is of the essence under the Contract.
37. FOREIGN VENDOR
- 37.1. If Vendor is not domiciled or registered to do business in the State of Maryland, Vendor will demonstrate its legal capacity to perform these services in the State of Maryland prior to entering into a Contract.
38. ATTACHMENTS
- 38.1. All Attachments, Addenda, Schedules and Exhibits which are referred to in the Contract are incorporated in the Contract.
39. MERGER
- 39.1. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THE CONTRACT REGARDING THE CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. VENDOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND VENDOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
40. ANTI-KICKBACK ACT OF 1986

- 40.1. Prohibits any person from—
- 40.1.1. Providing, attempting to provide, or offering to provide any kickback;
  - 40.1.2. Soliciting, accepting, or attempting to accept any kickbacks; or
  - 40.1.3. Including, directly or indirectly, the amount of any kickback in the Contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the Contract price charged by a prime contractor to the United States.
- 40.2. The Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Solicitation as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7, may have occurred, you should report this suspected violation to the Town's City Manager. You may report a suspected violation anonymously.
- ~~40.3. The Successful Vendor will within fourteen (14) days after the receipt of the Notice to Award furnish the Town with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the BID Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Maryland OR IS REMOVED FROM THE LIST OF SURETY COMPANIES ACCEPTED ON FEDERAL BONDS, Successful Vendor will within ten (10) days after notice from the Town TO DO SO, SUBSTITUTE AN ACCEPTABLE Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town.~~

**END OF SECTION**

### **SECTION III: EVALUATION AND SELECTION PROCESS**

1. EVALUATION

1.1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the Town, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the Town. Evaluation Criteria may include, but will not be limited to:

2. EVALUATION PROCESS

2.1. Evaluation Committee. Completed Proposal Documents submitted will be evaluated by a committee composed of subject matter experts to determine the lowest cost but most responsive and responsible vendor.

**THIS AND PREVIOUS SECTIONS DO NOT NEED TO BE RETURNED WITH SUBMITTAL.**

**END OF SECTION**

## REFERENCES

List five (5) references for similar Services successfully completed within the last three years. Include contact name, address, telephone number and Services consumed.

Company Name:		Company Name:	
Type of Work:		Type of Work:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:		Company Name:	
Type of Work:		Type of Work:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Work:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

President

Witness

Attest: \_\_\_\_\_

Corporate Secretary

Affix Corporate Seal

## VENDOR'S AFFIDAVIT OF QUALIFICATION TO PROPOSAL

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (title)

and the duly authorized representative of the Vendor of:

\_\_\_\_\_ whose address is:  
(name of corporation)

\_\_\_\_\_  
(Street Address/PO Box)

\_\_\_\_\_  
(City, State, Zip)

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge any of its officers, directors or partners, or any of its employees directly involved in obtaining Contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract Awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into Contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

## NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, Vendor, or person to submit a collusive or sham Proposal Document in connection with the Goods and/or Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Goods and/or Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, Vendor, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Goods and/or Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ADDENDA ACKNOWLEDGEMENT**

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Proposal Document covers all items as specified.

**EXCEPTIONS:**

(If none, write NONE) \_\_\_\_\_

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**NOTICE OF AWARD**  
**P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES**

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Project Description: **P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES**

The Town has considered the Completed Proposal Document submitted by your organization for the above referenced project. You are hereby notified that your Completed Proposal Document, has been accepted for **P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES** for a total amount of \$xxxx (xxxxxxxxxxxxxxxxxxxxxx dollars and xx cents) over the period as detailed in the Contract.

You are required by the Proposal Documents Section II. General Information subsection 5.1 to execute the Contract and furnish the following Items:

- Vendor’s Certificate of Insurance, (a copy of the required documents is attached to this Notice)
- Ocean City Business License
- Maryland Business License
- Complete the attached W-9 Form

Forward the above noted documents within fourteen (14) days from the date of this Notice to you. You are also required to return a signed copy of this Notice of Award to the Town.

Attached is the contract, please sign and return to me with the above items.

Date: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026  
Town of Ocean City, Maryland

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

Matt Perry; Procurement Manager

**ACCEPTANCE OF NOTICE**

Receipt of the Notice of Award us hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

**CONTRACT**  
**P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES**

THIS CONTRACT, made this xxxxxx \_\_xxx\_\_, 2026, by and between the Mayor & City Council Ocean City, hereinafter called "" and XXXXXXXXXXXXXXXXXXXX doing business as a corporation hereinafter called "Successful Vendor".

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete this Contract in accordance with the Town's Proposal Document and associated Addendum.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the Contract.
3. Contract Term and Rates:
  - 3.1. The Terms of this contract will be as stipulated below:
4. Successful Vendor agrees to perform all of the work described in the Proposal Documents and comply with the terms therein during the Contract Term and at the Contract Rates as detailed in Section 3.1 of this Contract.
  - 4.1. Contract continuation is contingent upon Mayor & City Council appropriating funding in the then fiscal year for Services described in this Contract.
5. The term 'Contract Documents' means and includes the following:
  - 5.1. Advertisement
  - 5.2. Section I - Introduction
  - 5.3. Section II - General Information
  - 5.4. Section III - EVALUATION AND SELECTION PROCESS
  - 5.5. References
  - 5.6. Individual Principal
  - 5.7. Vendor's Affidavit of Qualification to Bid
  - 5.8. Non-Collusive Affidavit
  - 5.9. Addenda Acknowledgement
  - 5.10. Notice of Award
  - 5.11. Contract
  - 5.12. Notice to Proceed
  - 5.13. Form of BID
  - 5.14. Scope of Work & Special Conditions
6. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Proposal Documents.
7. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Successful Vendor will add the Town and its officials, agents, officers, representatives and employees as additional insured, under all insurance policies and the Town's status will be primary and non-contributory, without regard to Successful Vendor's fault or lack thereof.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX:

MAYOR AND CITY COUNCIL, TOWN OF OCEAN CITY:

BY: \_\_\_\_\_

XXXXXXXXXXXX

BY: \_\_\_\_\_

TERENCE J. MCGEAN  
CITY MANAGER

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

**NOTICE TO PROCEED**

To:

Date:

Work: **P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES**

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_ you are to complete the WORK within **XXX CALENDAR DAYS** of the Notice to Proceed.

MAYOR & CITY COUNCIL OCEAN CITY

BY \_\_\_\_\_

JR Harmon

Deputy City Manager

**NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By \_\_\_\_\_

Title \_\_\_\_\_

## FORM OF BID

To whom it may concern:

We, \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_ doing business as a/an **sole proprietorship/partnership/corporation**, hereby submit our Completed Proposal documents for the **P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES** as indicated in the Proposal Documents.

Having carefully examined and being in compliance with the Town's Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Proposal Documents and propose to perform all Work for the **P04-26 – OCEAN CITY BOARDWALK PEDICAB FRANCHISE SERVICES** in strict accordance with the Proposal documents, within the time set forth therein, and at the prices stated below.

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

Please see the attached documents from our Proposal below for full detail.

**VENDOR(S) INTENDING TO SUBMIT A PROPOSAL SHALL BE REQUIRED TO UTILIZE THE TOWN OF OCEAN CITY FORM OF BID. PROPOSAL(S) RECEIVED WITHOUT THE PROVIDED TOWN OF OCEAN CITY BID FORM SHALL BE SUBJECT TO DISQUALIFICATION AND REJECTION. PLEASE REMEMBER TO FILL IN ALL SECTIONS OF THE FORM OF BID, IF APPLICABLE.**

**FLAT RATE FRANCHISE COST FIGURE REQUIRED FOR ITEM(S) A-1 THROUGH A-5. PROFIT-SHARING MODEL PROPOSAL SUBMISSION(S) SHALL BE EXPRESSLY PROHIBITED, AND ANY PROFIT-SHARING MODEL SUBMISSION(S) WILL BE SUMMARILY DISQUALIFIED AND REJECTED BY THE PROCUREMENT DEPARTMENT.**

Base Bid – Part A		
Item No.	Description	Total Fee
A-1	Initial Franchise Fee – Year 1	
A-2	Franchise Fee – Year 2	
A-3	Franchise Fee – Year 3	
A-4	Franchise Fee – Year 4	
A-5	Franchise Fee – Year 5	

The Town of Ocean City is offering approximately ~945 (nine hundred and forty-five) square feet of space at the Department of Public Works – South Building (measuring approximately ~21 (twenty-one) feet in depth and ~45 (forty-five) feet in width, accessible through two remote-controlled overhead doors.

Any additional space required beyond the provided space shall be the responsibility of the Vendor.

Does your company require storage? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does your company require electricity? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does your company require an office area? Yes \_\_\_\_\_ No \_\_\_\_\_

**SQUARE FOOTAGE QUANTITY AND VALUATION PAYMENT TO THE TOWN OF OCEAN CITY ARE REQUIRED FOR ITEM(S) B-1 AND B-2, IF APPLICABLE. PROPOSALS THAT ANSWER “YES” TO ADDITIONAL STORAGE AND/OR OFFICE SPACE AS REFERENCED ABOVE THAT DO NOT CONTAIN SQUARE FOOTAGE QUANTITY AND VALUATION PAYMENT REQUIREMENTS SHALL BE SUBJECT TO DISQUALIFICATION AND REJECTION BY THE PROCUREMENT DEPARTMENT.**

Add/Alternate Options – Part B			Paid City
Item No.	Description	Square Feet	
B-1	Additional Pedicab Storage Space		
B-2	Office Space		

**PLUG QUANTITY, TYPE OF VOLTAGE REQUIREMENT, AND VALUATION PAYMENT TO THE TOWN OF OCEAN CITY IS REQUIRED FOR ITEM C-1, IF APPLICABLE. PROPOSALS THAT ANSWER “YES” TO ELECTRICITY AS REFERENCED ABOVE THAT DO NOT CONTAIN PLUG QUANTITY, TYPE OF VOLTAGE REQUIREMENT, AND VALUATION PAYMENT SHALL BE SUBJECT TO DISQUALIFICATION AND REJECTION BY THE PROCUREMENT DEPARTMENT.**

Add/Alternate Options – Part C			Paid City
Item No.	Description	Plugs/Voltage Quantity	
C-1	Electricity Needed		

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

**NOTE: Completed Proposal documents will include all applicable fees.**

Respectfully submitted,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Affix Corporate Seal)

## SCOPE OF WORK (SOW) & SPECIAL CONDITIONS

### SCOPE OF WORK (SOW) & SPECIAL CONDITIONS

#### 1. GENERAL:

- 1.1. Scope of Work: The Scope of Work for Ocean City Boardwalk Pedicab Franchise Services includes; in general, all materials, supplies, equipment, and labor to complete a franchise agreement to provide pedicab services on the Boardwalk (Atlantic Avenue, Ocean City, Maryland) outside of normal bike hours as denoted per the plans and specifications.
- 1.2. Worksite Safety: Successful Vendor will take appropriate safety precautions at all times while performing work. Successful Vendor is responsible for the security of the work site relative to interaction with pedestrian movements and interim access needs of the Boardwalk.
- 1.3. A one (1) year warranty, from the date of acceptance by the Owner, is required to be provided.
- 1.4. Successful Vendor Requirements:
  - 1.4.1. Contractor must be licensed in Ocean City.
  - 1.4.2. Contractor must be licensed in the State of Maryland.
  - 1.4.3. Proof of insurance required.
  - 1.4.4. Insurance policy to be minimum amount of \$1,000,000, naming the Mayor and City Council of Ocean City, Maryland - 301 North Baltimore Avenue, Ocean City, Maryland 21842 as an additional insured. See insurance requirements for specifics.
- 1.5. Project Permits & Approvals: The Town of Ocean City will acquire all necessary building permits and furnish to Successful Vendor.
- 1.6. Work Hours: Work hours will be between the hours of 12:00PM to 12:00AM, Monday through Sunday. Extended hours require approval of JR Harmon – (410) 520-5317 – City Manager’s Office – Deputy City Manager.
- 1.7. Accessibility: The Successful Vendor will make reasonable provisions to not impede Boardwalk patrons or employees.
- 1.8. Property Damage: The Successful Vendor shall be responsible for any damages or breakage as a result of the Successful Vendor’s performance. The Successful Vendor shall be responsible for repair of any damage to Town property and restoration of any facility damage, beyond normal wear and tear, caused by the Successful Vendor’s activities. Repair and restoration shall be to the satisfaction of the Town. Any repair/restoration of these damages shall be performed at no cost to the Town.

#### 2. WORK INCLUDED:

- 2.1. The Town of Ocean City is soliciting proposals from operators interested in entering into a franchise agreement to provide pedicab services on the Boardwalk (Atlantic Avenue) outside of normal bike hours. The Town of Ocean City does not plan to extend service beyond the Boardwalk (Atlantic Avenue). This includes but is not limited to a pedicab company providing an on-demand service for residents and/or visitors, whereby service(s) can be requested directly from a residence, hotel, and/or other local attraction for transport to and from location(s) strictly located along the Boardwalk.
- 2.2. Successful Vendor shall retain all pedicabs within the Boardwalk (Atlantic Avenue) while providing service.
- 2.3. Pedicabs shall follow the paved secure area next to the Ocean City Inlet Lot, up to around the pier, follow the concrete lane up to 4<sup>th</sup> Street and onto the wooden boardwalk north toward 27<sup>th</sup> Street.

- 2.4. Pedicabs shall also operate south from 27<sup>th</sup> Street to 4<sup>th</sup> Street on the wooden boardwalk, then follow the concrete lane up toward the pier and back onto the paved area in the secured lane marked by the Ocean City Inlet bollards in Attachment A.
- 2.5. Pedicabs are not to ride along the Boardwalk portion between South 1<sup>st</sup> Street and Wicomico Street, that are outlined in red on Attachment A.
- 2.6. The Town of Ocean City shall select 1 (one) qualified Vendor, and the program shall commence with at least 20 (twenty) vehicles of which (10%) of the fleet shall have the ability to carry, strap, and/or hold the following, but not limited to, strollers, wheelchairs, and/or walkers.
- 2.7. Program shall operate as a demand-response system, offering point-to-point transit within the service area boundary of the Boardwalk (Atlantic Avenue).
- 2.8. Successful Vendor shall provide all necessary vehicle(s), personnel, and resource(s) to support the agreed-upon service schedule. Operation(s) are expected to begin on and/or about Memorial Day and end on and/or about Labor Day of each service year.
- 2.9. The Town of Ocean City reserves the right to call the Successful Vendor in for certain special event(s) outside the proposed timeframe.
- 2.10. Successful Vendor shall recommend vehicle size(s) and frequencies that efficiently accommodate ridership demand.
- 2.11. Successful Vendor shall meet the following program objectives:
  - 2.11.1. Operate an on-demand response system within the designated service area (as defined in Attachment A); final stop(s) and/or routes to be determined.
  - 2.11.2. Transport rider(s), which may include area resident(s), visitors, and/or employee(s) to and/or from their destination.
  - 2.11.3. Provide the flexibility and availability of resources to scale up and/or down the supply of vehicle(s) and deploy them to various location(s) based on monthly, weekly, daily, and/or hourly fluctuations in demand in order to achieve the maximum level of service.
  - 2.11.4. Provide a safe and pleasant rider experience with qualified, courteous driver(s) who represent the Successful Vendor.
  - 2.11.5. Offer a mobile application that allows user(s) to locate their position and hail nearby vehicle(s).
  - 2.11.6. Enable user(s) to travel within the service area without having to walk within the Boardwalk.
  - 2.11.7. Provide excellent customer service (one of the Town of Ocean City's key factors for the program). Successful Vendor shall be responsible for addressing all complaint(s) courteously and within a timely manner and providing report(s) to Town of Ocean City personnel as required.
  - 2.11.8. Provide a creative, flexible program service package to meet its mobility need(s) and/or provide a comprehensive transportation solution. Riders shall need to be transported within the service area.
- 2.12. Successful Vendor shall meet the service guidelines criteria as defined below:
  - 2.12.1. Program shall serve Town of Ocean City resident(s), guest(s), and commuter(s) by providing on-demand ride(s) to work, shopping, restaurant(s), event(s), and nightlife access. Service shall be provided as indicated above, and any change(s) in the service hour(s) shall be addressed formally in writing and mutually agreed upon with the Town of Ocean City.
  - 2.12.2. Program trip(s) shall begin and/or end within an area as indicated on the service area map as defined in Attachment A. Any change(s) in the service area shall be addressed formally in writing and mutually agreed upon with the Town of Ocean City.
  - 2.12.3. Successful Vendor shall provide a mobile application compatible with Android and iPhone device(s) for requesting on-demand ride(s), and the application provided shall be capable of accepting payment(s). Request(s) via the mobile application shall provide patron(s) immediately with an estimated time of arrival based on driver availability. Vehicle(s) shall collect ridership data via the application and/or manual count(s), with phone call(s) and/or ride-hailing. Successful Vendor shall

maintain accurate and complete record(s) of the service and submit monthly, quarterly, and yearly reports to the Town of Ocean City as required. Report(s) shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, complaint(s), mileage, driver's name(s) and suspension(s), and accident(s).

- 2.12.4. Successful Vendor shall promptly and safely pick up patron(s) and delivered to their destination, with a reminder to utilize the application again for subsequent trip(s) back to their point of origin and/or another destination.
- 2.12.5. Successful Vendor shall include (10%) of the fleet having the capacity to carry, strap, and/or hold the following, but not limited to, strollers, wheelchairs, and/or walkers.
- 2.12.6. Successful Vendor shall possess an electronic GPS system installed on the pedicabs indicating pick-up time(s) and drop-off time(s).
- 2.12.7. Successful Vendor shall propose pedicabs with the capacity to carry two (2) adults and two (2) children.
- 2.12.8. Successful Vendor shall provide professional, experienced, well-groomed hospitality-oriented personnel and resource(s) to communicate engagingly with rider(s) while answering their inquiries. Successful Vendor personnel shall serve as ambassadors, and they shall be direct employees of the Successful Vendor. Qualified driver(s) shall be screened, hired, and trained by the Successful Vendor, and must undergo satisfactory background check(s). Drivers shall additionally undergo any further training deemed necessary by the Town of Ocean City.
- 2.12.9. **Per Federal regulations governing the BridgeUSA Summer Work Travel Program, J-1 designation students are not permitted to operate pedicabs and/or rolling chairs, and participation in this type of employment is considered a violation of program regulation(s) which may result in immediate visa revocation, termination of program status, and potential deportation.**
- 2.12.10. Successful Vendor shall communicate any problem(s) and/or request(s) to the Town of Ocean City through the Town of Ocean City's Deputy City Manager.
- 2.12.11. Successful Vendor shall reserve the right to suspend vehicle operation(s) without penalty in the event of extreme weather.
- 2.12.12. Program term shall be up to five (5) years upon Contract execution, with the option of two (2) three (3) year renewals, upon mutual agreement and execution by Successful Vendor and the Town of Ocean City.
- 2.12.13. Program shall require a franchise cost paid out in the following manner:
  - Prior to the start of the season, prior to Memorial Day of the current year, twenty-five (25%) of franchise fee shall be due
  - Middle of the season, no later than July 17<sup>th</sup> of the then current year, fifty (50%) of franchise fee shall be due
  - End of the season, prior to Labor Day of the then current year, twenty-five (25%) of franchise fee shall be due
- 2.12.14. Vehicle maintenance and charging shall be performed by the Successful Vendor at no additional cost incurred to the Town of Ocean City.
- 2.12.15. Successful Vendor shall be responsible for ensuring that driver(s) and passenger(s) on board vehicle(s) comply with all federal, state, and local regulation(s) governing the operation of vehicle(s) on public and/or private street(s).
- 2.12.16. Successful Vendor shall be responsible for the cleanliness of the interior and/or exterior of the vehicle(s).
- 2.12.17. Successful Vendor shall have management available for a phone call and/or in-person meeting during the listed operation hour(s).

- 2.12.18. Successful Vendor shall maintain at least twenty (20) vehicle(s) and (10%) of the fleet capable of, but not limited to, carrying, strapping, and/or holding the following, but not limited to, strollers, wheelchairs, and/or walkers, in operation, in demand at all times.
- 2.12.19. Successful Vendor shall be required to have 10% of the fleet at the start of Franchise Year One (1) and be fully staffed no later than July 1<sup>st</sup>.
- 2.12.20. All twenty (20) pedicabs are not required to be operating at the same time, but have the ability to dispatch as required based on demand.
- 2.12.21. Successful Vendor shall demonstrate their ability to replace any vehicle(s) with identified mechanical issue(s) and/or employee(s) who are unable to come in within twenty-four (24) hour(s).
- 2.12.22. Subject to the Town of Ocean City's prior written consent, advertising within and/or outside of vehicle(s) for area business(es) shall be permitted and is encouraged to offset operational cost(s), if in accordance with all Town of Ocean City ordinance(s), policies, and procedure(s), as applicable.
- 2.12.23. Successful Vendor shall ensure that any franchise fee(s) paid to the Town of Ocean City for the program are outlined in the agreement for all year(s) of the Contract. All franchise fee(s) shall remain firm for the duration of the Contract. Any additional pricing thereafter shall be subject to the Town of Ocean City's sole discretion and approval.
- 2.12.24. Successful Vendor shall be responsible for ensuring that all of its employee(s) comply with the term(s), condition(s), and specification(s) outlined in this Request for Proposal at all times. This includes but is not limited to:
- Vehicles shall be in compliance with all applicable federal, state, and local regulation(s) pertaining to the service(s) as specified and/or required.
  - Successful Vendor shall be responsible for all cost(s) associated with operating and/or maintaining its own fleet of vehicle(s), including but not limited to charging, maintenance, registration, and insurance.
  - The Town of Ocean City shall offer approximately ~945 (nine hundred and forty-five) square feet of space at the Department of Public Works – South Building, measuring approximately ~21 (twenty-one) feet in depth and approximately ~45 (forty-five) feet in width, accessible through 2 (two) remote-controlled overhead door(s). Any additional space required beyond the provided space shall be the responsibility of the Successful Vendor.
- 2.12.25. Proposals shall provide the following information in submittal:
- Description of Vendor core value(s) and company mission, and why Vendor is interested in providing a pedicab service for the Town of Ocean City
  - Description of organization history and origin(s).
  - Description of relevant experience and expertise, including experience in developing, implementing, and/or maintain a program with a similar scope and/or impact. List the cities in which organization operates, the quantity of bike(s), size of area covered in each city, and duration of service(s) operation.
  - Description of organizational structure of the firm.
  - Description of quantity of temporary, permanent, part-time, full-time, and/or seasonal employee(s) organization intends to employ.
  - Description of qualifications and/or experience of key personnel who will be the lead contact.
  - Description of proposed timeline for implementation, plan to introduce pedicabs to the Boardwalk, location(s) and expansion plan(s), if storage is needed for the pedicab(s) and associated square footage required, if office space is needed for the business is required, if other area(s) are needed (such as electrical requirements), and how the organization will work with business(es) and resident(s) in the Town of Ocean City to establish and grow ridership.

- Description of the type(s) of pedicab(s) proposed to be utilized in the program, including manufacturing specification(s), safety, and condition.
- Description of safety feature(s) of the pedicab(s) including plan(s) to meet state statute(s) regarding lighting and reflectivity.
- Description of plan(s) to include device(s) that appeal to consumer preferences, accommodate rider(s) of different size(s) or abilities (including but not limited to smaller riders, children), facilitate micro-mobility possible for more rider(s) (e.g. adaptive devices, devices for disabled populations), response to weather or surface condition(s) (e.g. winter devices, off-road devices), approach to device maintenance (including frequency, schedule, and the ability for users to report maintenance issues), and plan(s) to prevent device(s) from causing damage to public and/or private property.
- Description of plan detailing the typical size and/or configuration of installation(s) in the public right-of-way (if applicable), any equipment to be installed in the right-of-way to establish optimal parking location(s) and density, and approach to determining needed parking capacity, including but not limited to analyzation of existing public right-of-way to determine if needed parking capacity presently exists.
- Description of pricing plan philosophy, fee structure, membership and/or incentive program(s), and capacity to implement incentive(s) and/or dynamic pricing based on trip beginning and/or ending location and/or time. All information shall be treated as strictly confidential in this item.
- Description of plan for branding and/or sponsorship recognition on bike(s) and/or scooter(s) and/or station(s) as applicable. All information shall be treated as strictly confidential in this item.
- **Class 1 pedal-assisted bicycles shall be permitted for pedicab franchise(s).**

### **3. SCHEDULE AND SEQUENCE OF WORK:**

- 3.1. Schedule of Work:
  - 3.1.1. Project Schedule:
    - **Start Date: Anticipated as May 1<sup>ST</sup>, 2026.**
    - **Completion Date: Contract work required to be completed by September 30<sup>TH</sup>, 2031.**
- 3.2. Construction Sequence: The Successful Vendor will assume full responsibility for the means, methods, and execution of the Contract and will coordinate fully with City Manager’s Office – Deputy City Manager.

### **4. ATTACHMENTS:**

- 4.1. [P04-26 – Ocean City Boardwalk Pedicab Franchise Services - Attachment A](#)

**END OF SECTION**



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.I  
Council Meeting April 14, 2026

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Terence J. McGean, PE, City Manager  
**FROM:** Diana Chavis, City Clerk, MMC  
**RE:** Request to approve 2026 Picnic Table Agreements  
**DATE:** April 8, 2026

---

**ISSUE(S):** Request to place picnic tables in the public right-of-way

**SUMMARY:**

Pursuant to PPM 900-6 of the Town's Policy & Procedure Manual, the Mayor and Council may grant the opportunity for certain businesses to place picnic tables in the public right-of-way on the Boardwalk. The fee per applicant is \$200.00 plus \$25.00 per picnic table. The following Boardwalk merchants submitted signed agreements, respective payments and certificates of liability insurance.

- Dough Roller: 8 tables on S. Division and Boardwalk, \$400
- Dumser's Dairyland: 3 tables on 14 Atlantic Avenue, \$275
- Kohr Brothers: 2 tables on 709 S. Atlantic Avenue (concrete pad), \$250
- Thrashers French Fries: 4 tables on 9<sup>th</sup> and Boardwalk, \$300

**FISCAL IMPACT:** Revenue: \$1,225.00

**RECOMMENDATION:** Approve 2026 agreements allowing picnic tables in the public right-of-way.



1st Class Resort and Tourist Destination

**ALTERNATIVES:** Do not allow picnic tables in the public right-of-way.

**RESPONSIBLE STAFF:** Diana Chavis, MMC, City Clerk

**COORDINATED WITH:** Jessica Cropper, CMC, Deputy City Clerk

**ATTACHMENT(S):** 1. 2026 Picnic Table Agreements and Site Drawings.pdf

2026 Picnic Table Agreement

The Mayor and City Council of Ocean City do hereby authorize an agreement, made this 1<sup>st</sup> day of April, 2026, by and between **Dough Roller**, (hereinafter referred to as owner) to place ~~nine (9)~~ eight (8) picnic tables, for use by the general public, within the right-of-way as designated on the attached site drawing. It is further agreed that the owner shall meet the following conditions:

1. Tables are to be available for use by the general public at all times;
2. Tables are to be cleaned and maintained in good repair by the owner;
3. An annual base charge of \$200.00 plus \$25.00 per table shall be paid to the Mayor and Council upon execution of this agreement;
4. Failure to correct damaged, unsafe or unsanitary conditions within 48 hours of written notification shall terminate this agreement and tables will be removed;
5. Approval for placement of the tables shall be granted by the Mayor and Council at a public meeting;
6. For the protection of the public and the Mayor and Council, owner must obtain, at the owner's expense, comprehensive general liability insurance coverage, which insurance coverage shall include personal injury and shall be at least in the amount of one million dollars (\$1,000,000.00) combined single limit. Said insurance coverage shall name the Mayor and Council as the additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the Mayor and Council by the owner and approved by the Town's Risk Manager.
7. This agreement may be renewed April 1<sup>st</sup> of each year, at the sole option of the Mayor and Council.
8. A drawing to scale shall be attached indicating exact location and placement of tables.

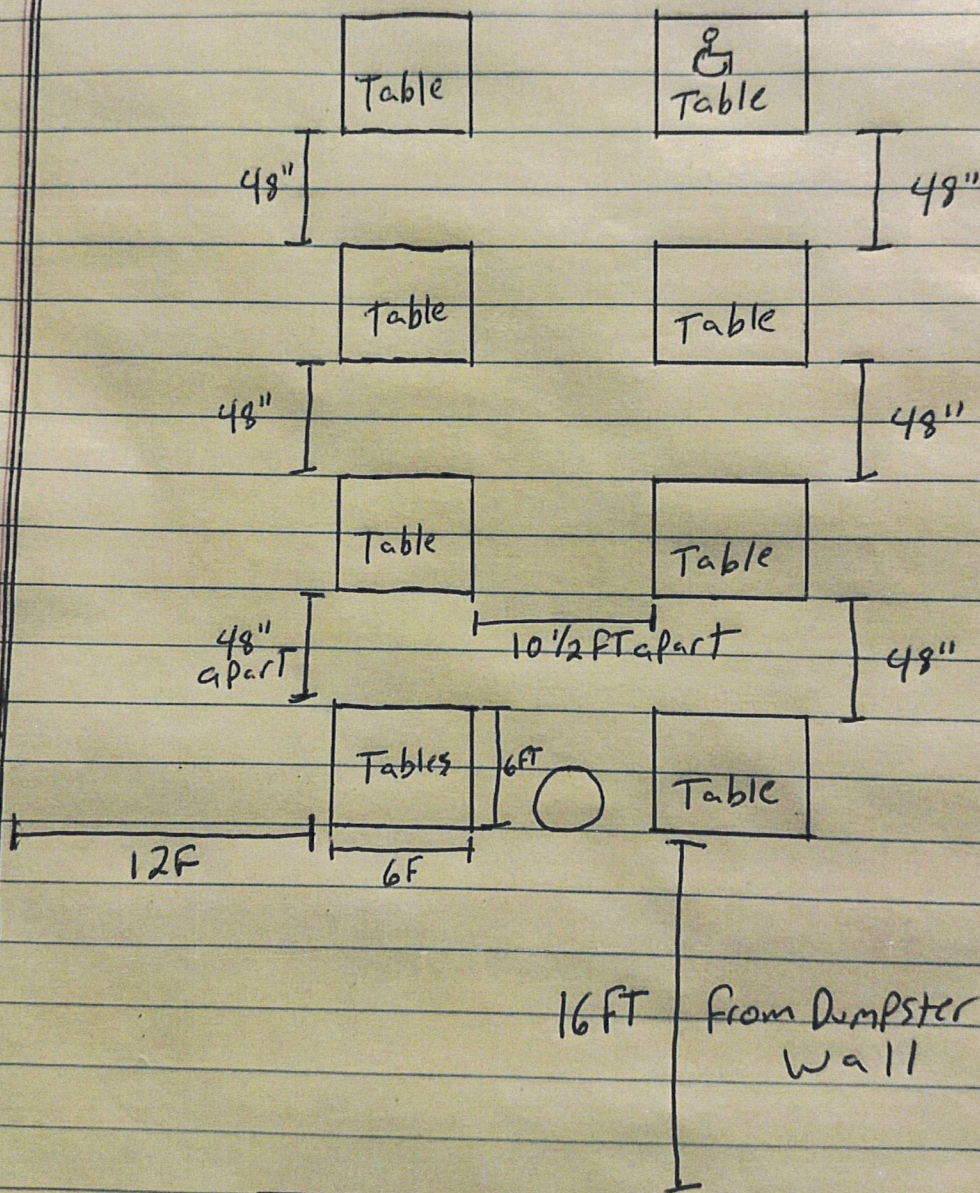
\_\_\_\_\_  
Witness

Julia Rybakova  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Terence J. McGean, PE, City Manager

[Signature]  
\_\_\_\_\_  
DOUGH ROLLER  
S. Division St.

Dough Roller



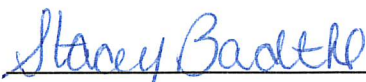
Dumpsters

2026 Picnic Table Agreement

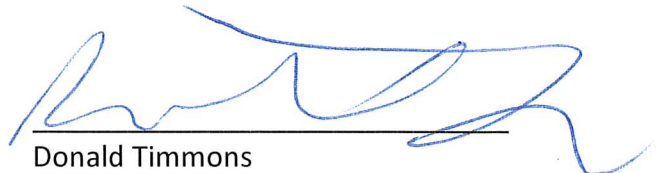
The Mayor and City Council of Ocean City do hereby authorize an agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Donald Timmons, Dumsers Dairyland, Inc.** (hereinafter referred to as owner) to place **three (3)** picnic tables, for use by the general public, within the right-of-way as designated on the attached site drawing. It is further agreed that the owner shall meet the following conditions:

1. Tables are to be available for use by the general public at all times;
2. Tables are to be cleaned and maintained in good repair by the owner;
3. An annual base charge of \$200.00 plus \$25.00 per table shall be paid to the Mayor and Council upon execution of this agreement;
4. Failure to correct damaged, unsafe or unsanitary conditions within 48 hours of written notification shall terminate this agreement and tables will be removed;
5. Approval for placement of the tables shall be granted by the Mayor and Council at a public meeting;
6. For the protection of the public and the Mayor and Council, owner must obtain, at the owner's expense, comprehensive general liability insurance coverage, which insurance coverage shall include personal injury and shall be at least in the amount of one million dollars (\$1,000,000.00) combined single limit. Said insurance coverage shall name the Mayor and Council as the additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the Mayor and Council by the owner and approved by the Town's Risk Manager.
7. This agreement may be renewed April 1<sup>st</sup> of each year, at the sole option of the Mayor and Council.
8. A drawing to scale shall be attached indicating exact location and placement of tables.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Terence J. McGean, PE, City Manager

  
\_\_\_\_\_  
Donald Timmons  
DUMSERS DAIRYLAND  
14 Atlantic Avenue

# Boardwalk

trash cans



bench  
table

3 picnic  
tables

dumsters

arcade

2026 Picnic Table Agreement

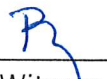
The Mayor and City Council of Ocean City do hereby authorize an agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Kohr Brothers**, (hereinafter referred to as owner) to place **two (2)** picnic tables, for use by the general public, within the right-of-way as designated on the attached site drawing. It is further agreed that the owner shall meet the following conditions:

1. Tables are to be available for use by the general public at all times;
2. Tables are to be cleaned and maintained in good repair by the owner;
3. An annual base charge of \$200.00 plus \$25.00 per table shall be paid to the Mayor and Council upon execution of this agreement;
4. Failure to correct damaged, unsafe or unsanitary conditions within 48 hours of written notification shall terminate this agreement and tables will be removed;
5. Approval for placement of the tables shall be granted by the Mayor and Council at a public meeting;
6. For the protection of the public and the Mayor and Council, owner must obtain, at the owner's expense, comprehensive general liability insurance coverage, which insurance coverage shall include personal injury and shall be at least in the amount of one million dollars (\$1,000,000.00) combined single limit. Said insurance coverage shall name the Mayor and Council as the additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the Mayor and Council by the owner and approved by the Town's Risk Manager.
7. This agreement may be renewed April 1<sup>st</sup> of each year, at the sole option of the Mayor and Council.
8. A drawing to scale shall be attached indicating exact location and placement of tables.

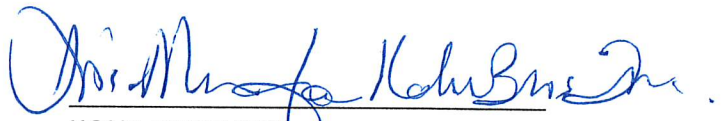


Witness

Terence J. McGean, PE, City Manager



Witness



KOHR BROTHERS  
709 S. Atlantic Ave.



Google Maps

2026 Picnic Table Agreement

The Mayor and City Council of Ocean City do hereby authorize an agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Thrashers** (hereinafter referred to as owner) to place **four (4)** picnic tables, for use by the general public, within the right-of-way as designated on the attached site drawing. It is further agreed that the owner shall meet the following conditions:

1. Tables are to be available for use by the general public at all times;
2. Tables are to be cleaned and maintained in good repair by the owner;
3. An annual base charge of \$200.00 plus \$25.00 per table shall be paid to the Mayor and Council upon execution of this agreement;
4. Failure to correct damaged, unsafe or unsanitary conditions within 48 hours of written notification shall terminate this agreement and tables will be removed;
5. Approval for placement of the tables shall be granted by the Mayor and Council at a public meeting;
6. For the protection of the public and the Mayor and Council, owner must obtain, at the owner's expense, comprehensive general liability insurance coverage, which insurance coverage shall include personal injury and shall be at least in the amount of one million dollars (\$1,000,000.00) combined single limit. Said insurance coverage shall name the Mayor and Council as the additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the Mayor and Council by the owner and approved by the Town's Risk Manager.
7. This agreement may be renewed April 1<sup>st</sup> of each year, at the sole option of the Mayor and Council.
8. A drawing to scale shall be attached indicating exact location and placement of tables.

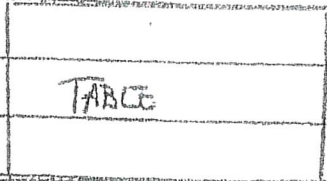
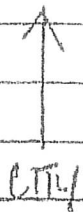
\_\_\_\_\_  
Witness

*Wendy Nathan*  
\_\_\_\_\_  
Witness

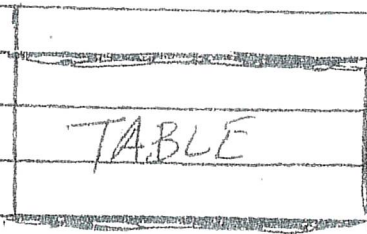
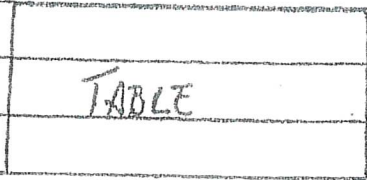
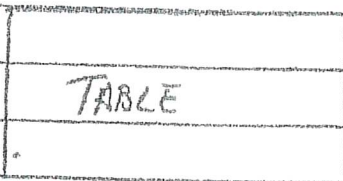
\_\_\_\_\_  
Terence J. McGean, PE, City Manager

*Timothy J. King, VP*  
\_\_\_\_\_  
THRASHERS  
821 Atlantic Avenue

BOARDWALK



BENCHES



Thrashers

NINTH ST.

~~ALASKA STAIRS~~

821 N. ATLANTIC AVE

Ocean City, Md. 2842