



MAYOR AND CITY COUNCIL

WORK SESSION
Tuesday, February 11, 2025 - 1:00 PM

AGENDA

1. CALL TO ORDER

2. NOTICE AND REPORT ON CLOSED SESSION

- A. Closed Session Notice and Report - Tuesday, February 11, 2025 - 12:00 - 1:00 PM to discuss Legal and Real Estate Matters

3. ACKNOWLEDGEMENTS AND RECOGNITIONS

4. COMMENTS FROM THE PUBLIC

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

5. NEW BUSINESS

- A. Request to Approve Minutes
1. Work Session dated January 28, 2025
- B. Recommendation to Sole Source the Purchase of Sports Flooring for the Roland E. Powell Convention Center presented by Tourism and Development Director Tom Perlozzo
- C. Review of Proposed Special Event Fee Revisions for Local Non-profit Organizations presented by Tourism and Development Director Tom Perlozzo and Special Events Director Frank Miller
- D. Town of Ocean City Boardwalk Signage Design/Masterplan presented by Planning and Community Development Director George Bendler with Sky Design Vice President Tiffany Chen and Project Manager Hillary Pickard
- E. Discussion of Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (Boardwalk) presented by Planning and Community Development Director George Bendler
- F. Review of OC BikeFest 2024 and Discussion of OC BikeFest 2025 presented by Event Promoter Kathy Michael and Tourism and Development Director Tom Perlozzo
- G. Ocean City Fire Department 4th Quarter Report presented by Fire Chief Richie Bowers and Staff

6. ADJOURN



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 2.A
Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Closed Session Notice and Report
DATE: February 4, 2025

ISSUE(S): Closed Session

SUMMARY: A closed session is scheduled for Tuesday, February 11, 2025, at 12:00 PM to discuss legal and real estate matters.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Closed Session Notice 2.11.25.doc
2. Closed Session Report 2.11.25.doc

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

DATE AND TIME: Tuesday, February 11, 2025 12:00 PM - 1:00 PM
 PLACE: City Hall
 SUBJECT: Legal and Real Estate Matters
 VOTE: UNANIMOUS
 _____ OTHER: FOR: _____
 _____ AGAINST: _____
 _____ ABSTAIN: _____
 _____ ABSENT: _____

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

PURPOSES:

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

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

Citation	Topic	Reason for closed session discussion of topic
§3-305(b)3	Acquisition of real property	Protect the public body's bargaining power
§3-305(b)7	Pending/potential litigation	Attorney-client privilege

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

Prior to the open session of the Mayor and City Council being held on Tuesday, February 11, 2025, at 1:00 PM, a closed session was held on Tuesday, February 11, 2025, at 12:00 PM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

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

(b) Persons present:

Mayor Rick Meehan
City Manager Terry McGean
Deputy City Manager J.R. Harmon
Council President Matt James
Council Secretary Tony DeLuca
Council Members: Will Savage III, Larry Yates, John Gehrig, Jake Mitrecic,
Carol Proctor
City Clerk Diana Chavis
Town Legal Counsel Maureen Howarth

Action(s) taken:

Motion to close meeting:

End Time:



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 4.A
Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Public Comments
DATE: February 4, 2025

ISSUE(S): Comments from the Public

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

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



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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 February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Mayor and City Council Minutes
DATE: February 4, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Work Session dated January 28, 2025

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve minutes.



Excellent Service through a High performing Town Organization

ALTERNATIVES: Advise of necessary modifications.

RESPONSIBLE STAFF: City Clerk Diana L. Chavis, MMC

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

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.B

Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Tom Perlozzo, Tourism and Business Development Director
RE: Sport flooring for the Roland E. Powell Convention Center
DATE: February 5, 2025

ISSUE(S): Recommendation to sole source purchase TaraFlex sport flooring, via GerFlor, for the Convention Center.

SUMMARY: Sole sourcing through Sourcewell allows the town to forego the traditional bidding process and to work directly with the vendor guaranteeing the best possible pricing. Sourcewell is a government cooperative purchasing mechanism used across the country by 50,000 government and education entities. Sourcewell holds hundreds of competitively solicited cooperative contracts ready to use.

This purchase will provide the Convention Center sales team a tool to generate new business by hosting new and updated sporting events. This flooring is the official USA Olympic Volleyball flooring. We can host volleyball, basketball, pickleball, field hockey, futsal and more! The installation is one of the largest in the USA and should provide an edge for future recruitment of events year round.

FISCAL IMPACT: Estimated flooring cost is \$800,000 for Exhibit Halls A, B and C. Funding was included in the recent Municipal Bond issuance via Ordinance 2024-23.

RECOMMENDATION: Sole Source purchase as they are a Sourcewell approved vendor which guarantees the Town the best possible pricing. This has been vetted by Procurement.



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: Tom Perlozzo, Director of Tourism and Business Development

COORDINATED WITH: Matt Perry, Procurement Manager

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.C
Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Tom Perlozzo, Tourism and Business Development Director
RE: Review of Proposed Special Event Fee Revisions
DATE: February 4, 2025

ISSUE(S): Special Event fee revisions for local non-profits

SUMMARY: As part of the Special Events annual review, Town Administration asked Tourism to reassess current costs related to local non-profits and consider a modification to the Private Event Fees approved by City Council one year ago. For the local non-profits, their events are typically much smaller, generating a lower gross revenue and the increased costs, after years of being charged nominal fees was perceived as a unjustified cost increase. To remedy this situation, Town staff proposes the following:

1. Reduce the "local non-profit" City Space Use Fee to \$100.00 for "in-Worcester County" non-profits, regardless of when the event takes place (in-season or off-season).
2. Application Fee remains the same as originally approved.
3. TIER 3 and TIER 4 fee structures remain unchanged (local fundraising events have not entered this level of complexity; if they do, the per-person fees are justifiable).

All other fees remain the same for "out-of-county non-profits" and "for-profits".

Labor and equipment incentives for out-of-season non-profits still apply.

Three event examples are attached.

FISCAL IMPACT: An acceptable change in private event fees for Worcester County non-profit organizations.

RECOMMENDATION: Approve as presented.



1st Class Resort and Tourist Destination

ALTERNATIVES: No staff alternatives suggested.

RESPONSIBLE STAFF: Tom Perlozzo, Director of Tourism and Business Development
Frank Miller, Special Events Director

COORDINATED WITH: Town Administration

ATTACHMENT(S):

1. AGH Cost Comparison
2. Jesus at the Beach Cost Comparison
3. ESA Surf Series Cost Comparison

AGH Penguin Swim - Off-Season, Worcester County, Non-Profit Event

Original Payment		New Payment Model		New Payment Modified		Suggested Payment	
Application Fee (75% off of \$100)	\$25.00	Application Fee	\$50.00	Application Fee	N/A	Application Fee	\$50.00
City Space Fee (75% off of \$150)	\$37.50	City Space Fee	\$250.00	City Space Fee	\$100.00	City Space Fee	\$100.00
N/A	N/A	N/A	N/A	City Space Fee	N/A	N/A	N/A
N/A	N/A	N/A	N/A	City Space Fee	N/A	N/A	N/A
Concessions Fee	N/A	Concessions Fee	N/A	Concessions Fee	N/A	N/A	N/A
Asset and Support Fee	\$108.00	Asset and Support Fee	\$108.00	Asset and Support Fee	N/A	Asset and Support Fee	\$108.00
TOTAL \$170.50 <i>Base Amount</i>		TOTAL \$408.00 <i>Increase of 139.3%</i>				TOTAL \$258.00 <i>Increase of 51.3%</i>	

Jesus at the Beach - In-Season, Worcester County, Non-Profit Event

Original Payment		New Payment Model		New Payment Modified		Proposed Payment	
Application Fee (75% off of \$100)	\$25.00	Application Fee	\$50.00	Application Fee	N/A	Application Fee	\$50.00
City Space Fee (75% off of \$250)	\$62.50	City Space Fee	\$500.00	City Space Fee	\$100.00	City Space Fee	\$100.00
City Space Fee (75% off of \$250)	\$62.50	City Space Fee	\$500.00	City Space Fee	\$100.00	City Space Fee	\$100.00
City Space Fee (75% off of \$250)	\$62.50	City Space Fee	\$500.00	City Space Fee	\$100.00	City Space Fee	\$100.00
Concessions Fee	\$75.00	Concessions Fee	\$150.00	Concessions Fee	N/A	Concessions Fee	\$150.00
Asset and Support Fee	\$791.41	Asset and Support Fee	\$791.41	Asset and Support Fee	N/A	Asset and Support Fee	\$791.41
TOTAL \$1,078.91 <i>Base Amount</i>		TOTAL \$2,491.41 <i>Increase of 130.91%</i>				TOTAL \$1,291.41 <i>Increase of 19.7%</i>	

ESA Surf Series - In-Season, Worcester County, Non-Profit Event

Original Payment		New Payment Model		New Payment Modified		Proposed Payment	
Application Fee (75% off of \$100)	\$25.00	Application Fee	\$50.00	Application Fee	N/A	Application Fee	\$50.00
City Space Fee (75% off of \$250)	\$62.50	City Space Fee	\$500.00	City Space Fee	\$100.00	City Space Fee	\$100.00
City Space Fee (75% off of \$250)	\$62.50	City Space Fee	\$500.00	City Space Fee	\$100.00	City Space Fee	\$100.00
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City Space Fee (75% off of \$250)	\$62.50	City Space Fee	\$500.00	City Space Fee	\$100.00	City Space Fee	\$100.00
City Space Fee (75% off of \$250)	\$62.50	N/A	N/A	N/A	\$100.00	N/A	N/A
Concessions Fee	\$0.00	Concessions Fee	\$0.00	Concessions Fee	\$0.00	Concessions Fee	\$0.00
Asset and Support Fee	\$172.80	Asset and Support Fee	\$1,278.00	Asset and Support Fee	N/A	Asset and Support Fee	\$1,278.00
TOTAL	\$572.80	TOTAL	\$3,828.00	TOTAL	\$1,828.00	TOTAL	\$1,828.00
	<i>Base Amount</i>		<i>Increase of 568.66%</i>				<i>Increase of 219.54%</i>

Increase also due to charging promoter for dedicated OCBP staff at events in-season
Not including dedicated OCBP staff at events in-season, TOTAL is \$722.80, Increase of 26.17%



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.D

Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: George Bendler, Planning and Community Development Director
RE: Town Boardwalk Signage Design/Masterplan
DATE: February 5, 2025

ISSUE(S): Discussion on the progress of consultant Sky Design on the development of the Town's boardwalk wayfinding and signage master plan.

SUMMARY: The main objectives of the wayfinding plan are to create a cohesive, comprehensive master plan for the entire length of the boardwalk, including the two pedestrian plazas at South First Street and Somerset Street. This process has involved an in-depth analysis of existing wayfinding and signage conditions, with the goal of developing a program and design that will improve circulation and navigation throughout the boardwalk area and its surrounding attractions. At the same time, the plan will preserve and highlight Ocean City's unique brand and the iconic charm of the boardwalk.

Sky Design has completed an inventory and mapping of over 600 Town-owned signs, and staff have worked closely with the consultant through several meetings to address the specific needs and constraints of the boardwalk signage. Today's presentation offers an update on the progress of this work and the next steps in finalizing the wayfinding plan.

FISCAL IMPACT: To be determined based on future bid amounts.

RECOMMENDATION: Review and provide guidance to staff and consultant to support the finalization of the project scope.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Planning & Community Development Director George Bendler;
Tourism and Business Development Director Tom Perlozzo

COORDINATED WITH: Public Works Director Hal Adkins; Ocean Beach Patrol Lt. Michael Stone; Ocean City Police Department Lt. Joe Lotito; Ocean City Development Cooperation Zach Bankert;

Recreation and Parks Director Susan Petito; Ocean City
Museum Curator Christine Okerblom

ATTACHMENT(S): 1. 2025 02 11 - OCBW - DD1 (1).pdf



Ocean City Boardwalk
Wayfinding & Signage Master Plan

Design Development

02.11.2025

- 1 Project Overview
- 2 Existing Signage Review
- 3 Design Strategy
- 4 Developed Designs
- 5 Next Steps / Q&A

Agenda



Project Overview

Our Understanding.

A strategic and consistent interpretive wayfinding and signage system will enhance the Town of Ocean City's Boardwalk.

Objective:

Develop a strategic wayfinding and signage system for Ocean City's Boardwalk *including brand elements* to enhance visitor experience.

Goals:

Encourage visitors to linger longer

Explore beyond the boardwalk

Promote repeat visits.

Build confidence in navigating the boards

Reduce Clutter.

Emphasize Ocean City's brand and charm.

Deliverables:

Comprehensive signage and wayfinding plan.

Proposed locations and classifications for signage.

Detailed descriptions of signage types and placement.

Established graphic design standards for implementation.



Existing Signage Overview

EXISTING SIGNAGE OVERVIEW

Existing Sign Types



A1 - Freestanding Street Sign



A2 - Pole Mounted Street Sign



A3 - Beach Access Street Sign



B - Wayfinding



C - Gateway Signage



D - Trail Signage



E - Prohibited Sign



F1 - Regulatory Boardwalk Sign



F1 - Regulatory Boardwalk Sign



F2 - Regulatory Beach Sign



G - Identification Sign



H - Emergency ID Sign



J - Maps / Directory



K - ADA Signage



M - Historical Sign



N1 - General Informative Sign



N2 - Riptide Informative Sign



N2 - Riptide Informative Sign



P - Social Media Sign

EXISTING SIGNAGE OVERVIEW

Existing Sign Types

OCEAN CITY BOARDWALK
Existing Signage Documentation



EXISTING SIGNAGE LEGEND	
SIGN TYPES	
■ A1	Freestanding Street Sign
■ A2	Pole Mounted Street Sign
■ A3	Beach Access Street Sign
■ B	Directional
■ C	Freestanding Gateway
■ D	Trail Signage
■ E	Prohibited Sign
■ F1	Regulatory Boardwalk Sign
■ F2	Regulatory Beach Sign
■ G	Primary Identification
■ H	Emergency Information
■ J	Map/Directory
■ K	ADA Signage
■ M	Historical Information
■ N1	General Information
■ N2	Beach Information
■ P	Social Media Spot
■ R	Mosaic
⚡ Sign requires electrical	
Sign types colored in legend are on SLP shown	



sky design

ID	Sign Type	Size	Direction Facing	Me
A1.001	Freestanding St. Sign		-	S. Di
A1.002	Freestanding St. Sign		-	Wic
A1.003	Freestanding St. Sign		-	Som
A1.004	Freestanding St. Sign		-	Dorc
A1.005	Freestanding St. Sign		-	Talb
A1.006	Freestanding St. Sign		-	Card
A2.001	Pole Mounted St. Sign	Marlin Banner	North	Nort
A2.002	Pole Mounted St. Sign	Marlin Banner		2nd
A2.003	Pole Mounted St. Sign	Marlin Banner		3rd
A2.004	Pole Mounted St. Sign	Marlin Banner		5th
A2.005	Pole Mounted St. Sign	Marlin Banner		6th
A2.006	Pole Mounted St. Sign	Marlin Banner		Surf
A2.007	Pole Mounted St. Sign	Marlin Banner		8th
A2.008	Pole Mounted St. Sign	Marlin Banner		9th
A2.009	Pole Mounted St. Sign	Marlin Banner		10th
A2.010	Pole Mounted St. Sign	Marlin Banner		11th
A2.011	Pole Mounted St. Sign	Marlin Banner		12th
A2.012	Pole Mounted St. Sign	Marlin Banner		13th
A2.013	Pole Mounted St. Sign	Marlin Banner		14th
A2.014	Pole Mounted St. Sign	Marlin Banner		15th
A2.015	Pole Mounted St. Sign	Marlin Banner		16th
A2.016	Pole Mounted St. Sign	Marlin Banner		17th
A2.017	Pole Mounted St. Sign	Marlin Banner		19th
A2.018	Pole Mounted St. Sign	Marlin Banner		20th
A2.019	Pole Mounted St. Sign	Marlin Banner		21st
A2.020	Pole Mounted St. Sign	Marlin Banner		22nd
A2.021	Pole Mounted St. Sign	Marlin Banner		23rd
A2.022	Pole Mounted St. Sign	Marlin Banner		24th
A2.024	Pole Mounted St. Sign	Marlin Banner		25th
A2.025	Pole Mounted St. Sign	Marlin Banner		26th
A3.001	Beach Access St. Sign	Large Panel	East	Surf
A3.002	Beach Access St. Sign	Large Panel	East	8th
A3.003	Beach Access St. Sign	Large Panel	East	9th
A3.004	Beach Access St. Sign	Large Panel	East	10th
A3.005	Beach Access St. Sign	Large Panel	East	12th
A3.006	Beach Access St. Sign	Large Panel	East	13th
A3.007	Beach Access St. Sign	Large Panel	East	14th
A3.008	Beach Access St. Sign	Large Panel	East	15th

sky design 55 IVAN ALLEN JR. BLVD, SUITE 100 ATLANTA, GA 30308

P: 404.688.4702 W: SKYDESIGNGRAPHICS.COM

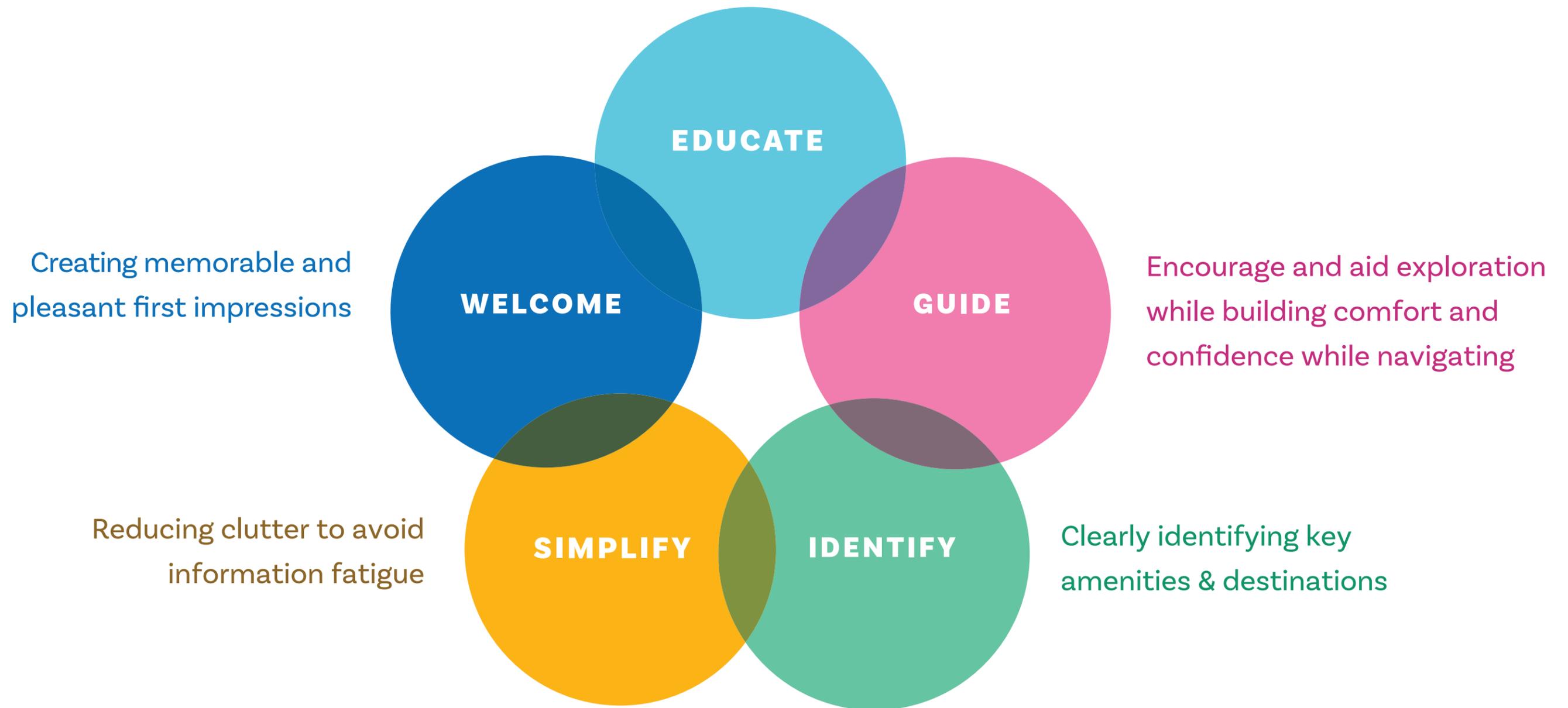
670 signs documented (almost 300 signs per mile)
(not including designated smoking areas on beach)



Design Strategy

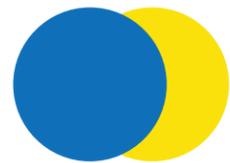
Signage Strategy

Sharing rules, regulations, and necessary information for general conduct and safety



DEVELOPMENT

Color Usage Strategy



WAYFINDING

The primary branding colors of blue and yellow will not only represent the brand's carefree feel but become a way of building trust with visitors. Giving them the confidence in navigating to their destinations and encourage them to explore more.



ALLOWED AND PROHIBITED SIGNS

Signs using the brands tertiary colors - specifically the teal and pink inform users of what they can and can not do while visiting the boards. **Green means go and pink means no.** Promoting a safe environment though playful color and messaging.





Design Development

WELCOME SIGNAGE

Vehicular Greeting



Vehicular Greeting

WELCOME SIGNAGE

Vehicular Greeting - Scale and Form

OPTION 1



1 Monument Signage - Study 1
SCALE: 3/8" = 1'-0"

OPTION 2



2 Monument Signage - Front View
SCALE: 3/8" = 1'-0"

3 Monument Signage - Side View
SCALE: 3/8" = 1'-0"

OPTION 3



4 Monument Signage - Front View
SCALE: 3/8" = 1'-0"

OPTION 4



5 Monument Signage - Front View
SCALE: 3/8" = 1'-0"

6 Monument Signage - Side
SCALE: 3/8" = 1'-0"

WELCOME SIGNAGE

Vehicular Greeting - Scale and Form

FACELIT LETTERING + INNER LIT OC

EDGE LIT SMILEY FACE

EDGE LIT LETTERING + GROUND LIGHTING



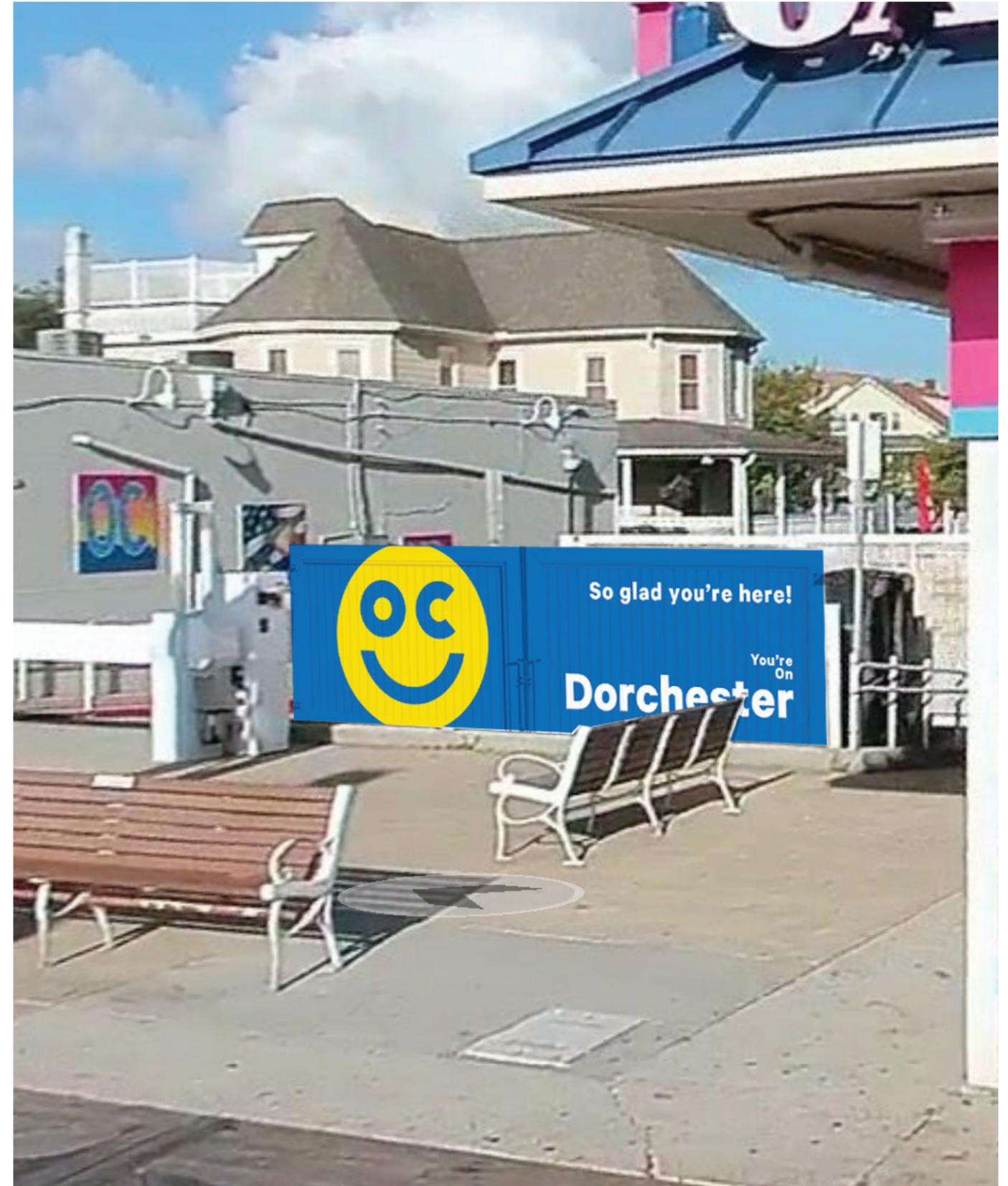
1 Monument Signage - Study 1
SCALE: 3/8" = 1'-0"

2 Monument Signage - Study 2
SCALE: 3/8" = 1'-0"

3 Monument Signage - Study 3
SCALE: 3/8" = 1'-0"

WELCOME SIGNAGE

Dumpster Screening



WELCOME SIGNAGE

Dumpster Screening



1 Dumpster Screen - Contextual Elevation
SCALE: 1/2" = 1'-0"

Dumpsters occur at:

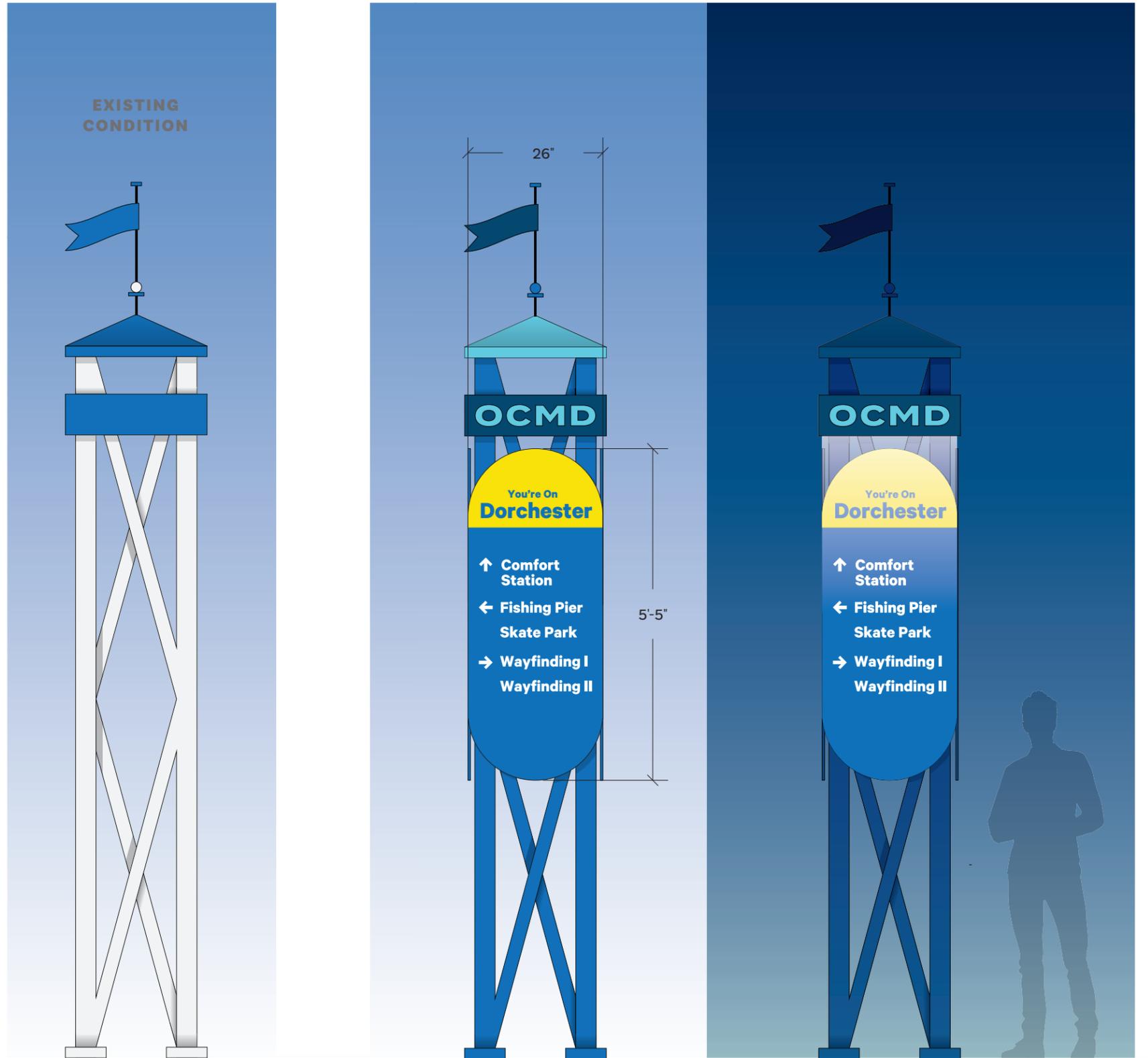
- 9th St. (behind Bollards)
- 8th (behind boardwalk railing)
- 6th (behind boardwalk railing)
- 5th (behind Bollards)
- 2nd (behind boardwalk railing)
- 1st (behind boardwalk railing)
- Caroline St.
- Talbot Street (has white screen)
- Dorchester (has white screen)
- Wicomico (has white screen)
- Worcester (has white screen)
- S. Division (has white screen)



Existing Dumpster Locations

WAYFINDING SIGNAGE

Wayfinding Retrofit



1 Freestanding Wayfinding - Elevation
SCALE: 1/2" = 1'-0"



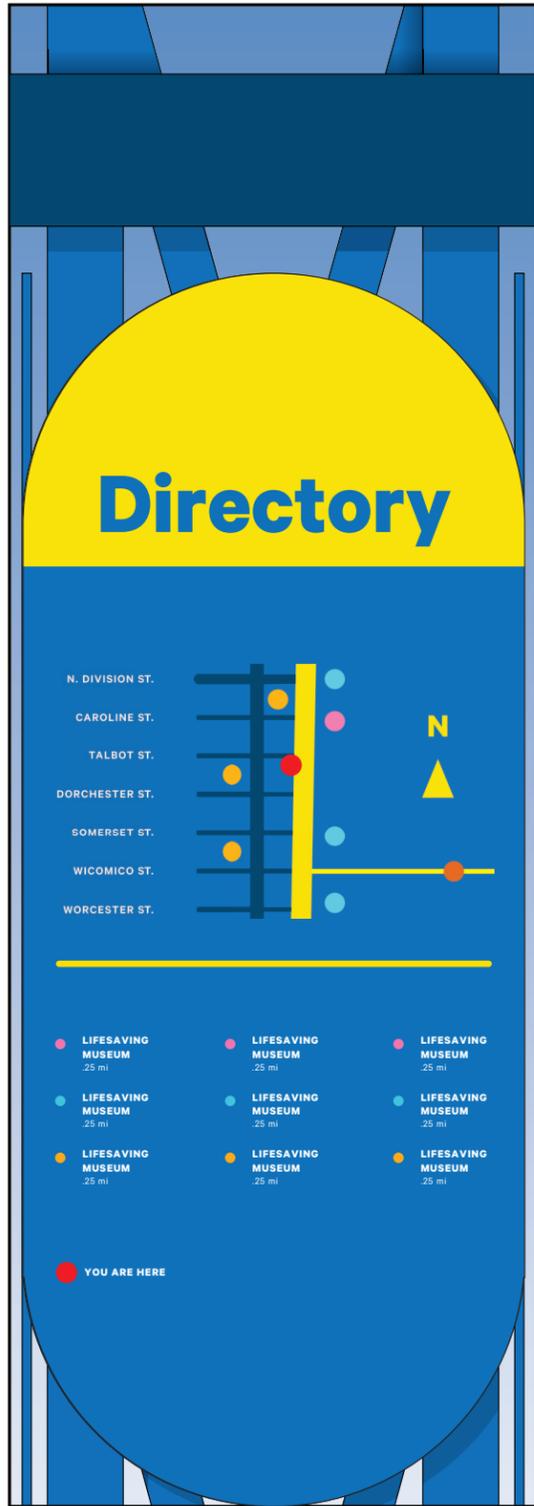
2 Wayfinding - Banner Options
SCALE: NTS



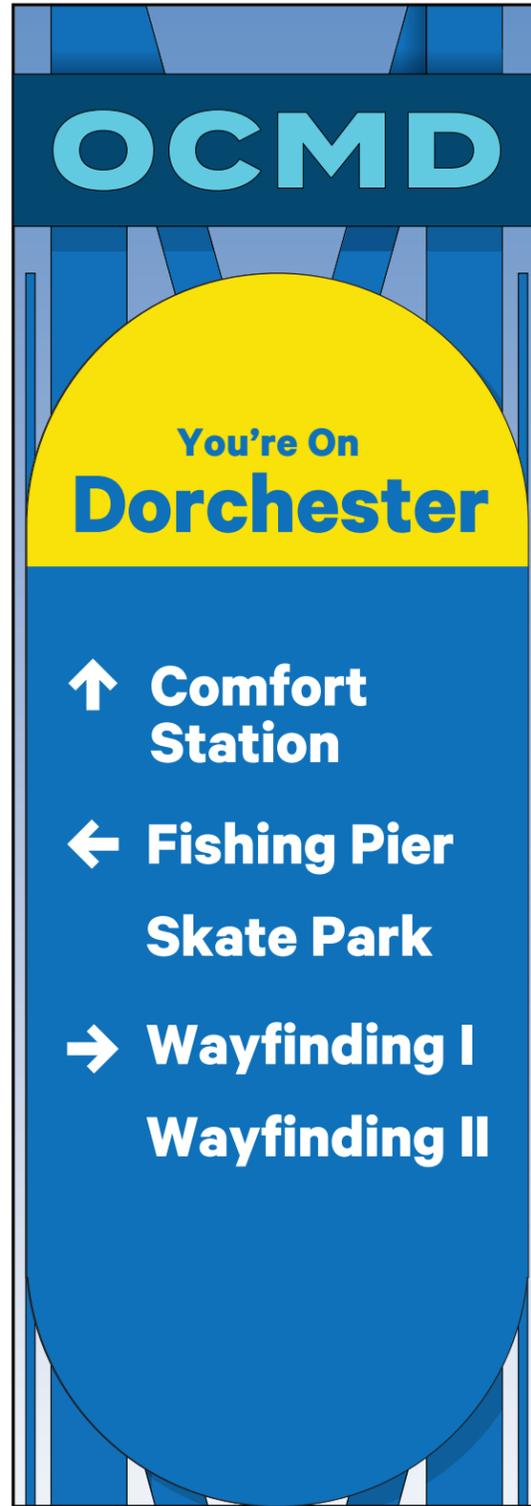
WAYFINDING SIGNAGE

Wayfinding Retrofit

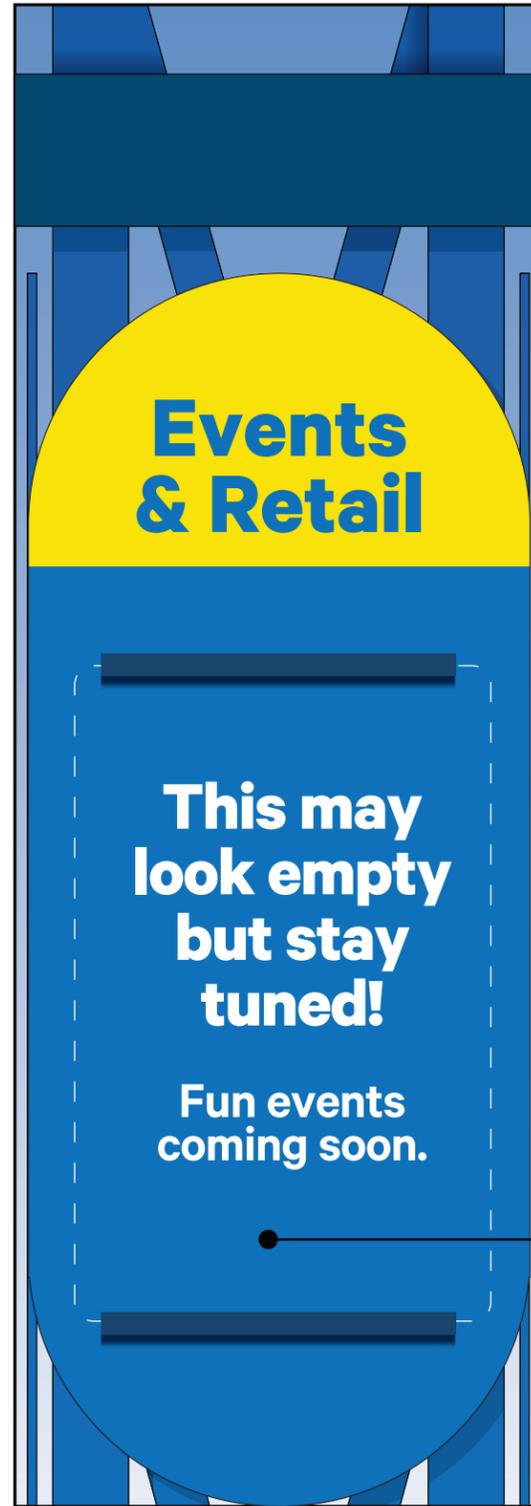
PROXIMITY MAP



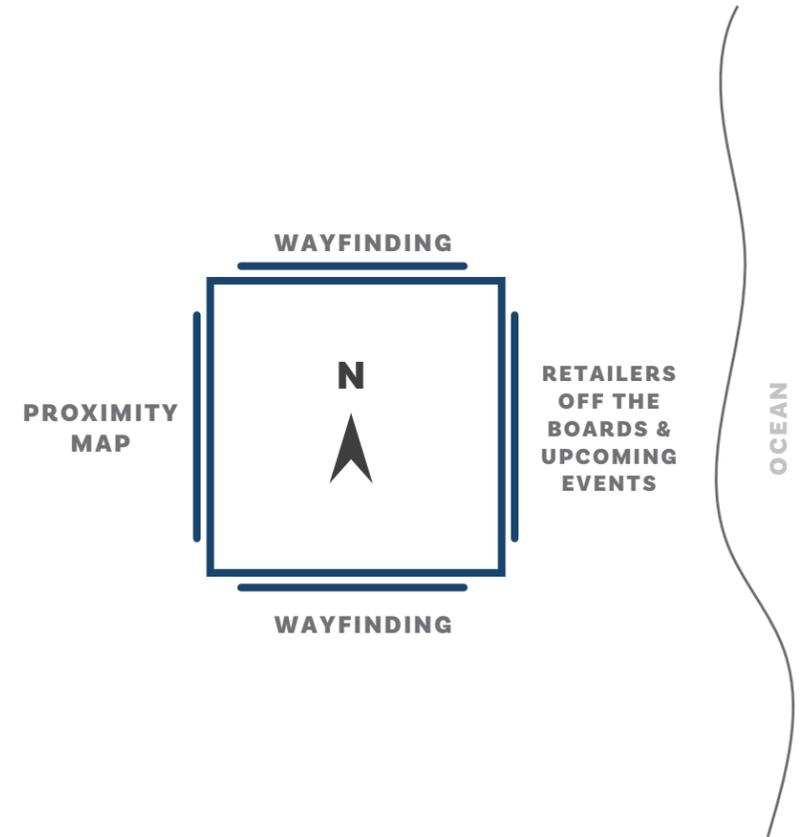
WAYFINDING



RETAILERS OFF THE BOARDS & UPCOMING EVENTS



FRAMES FOR INTERCHANGEABLE EVENT & RETAIL INFORMATION



1 Freestanding Wayfinding - Elevation
SCALE: 1" = 1'-0"

WAYFINDING SIGNAGE

Wayfinding Retrofit - Lamppost Sign

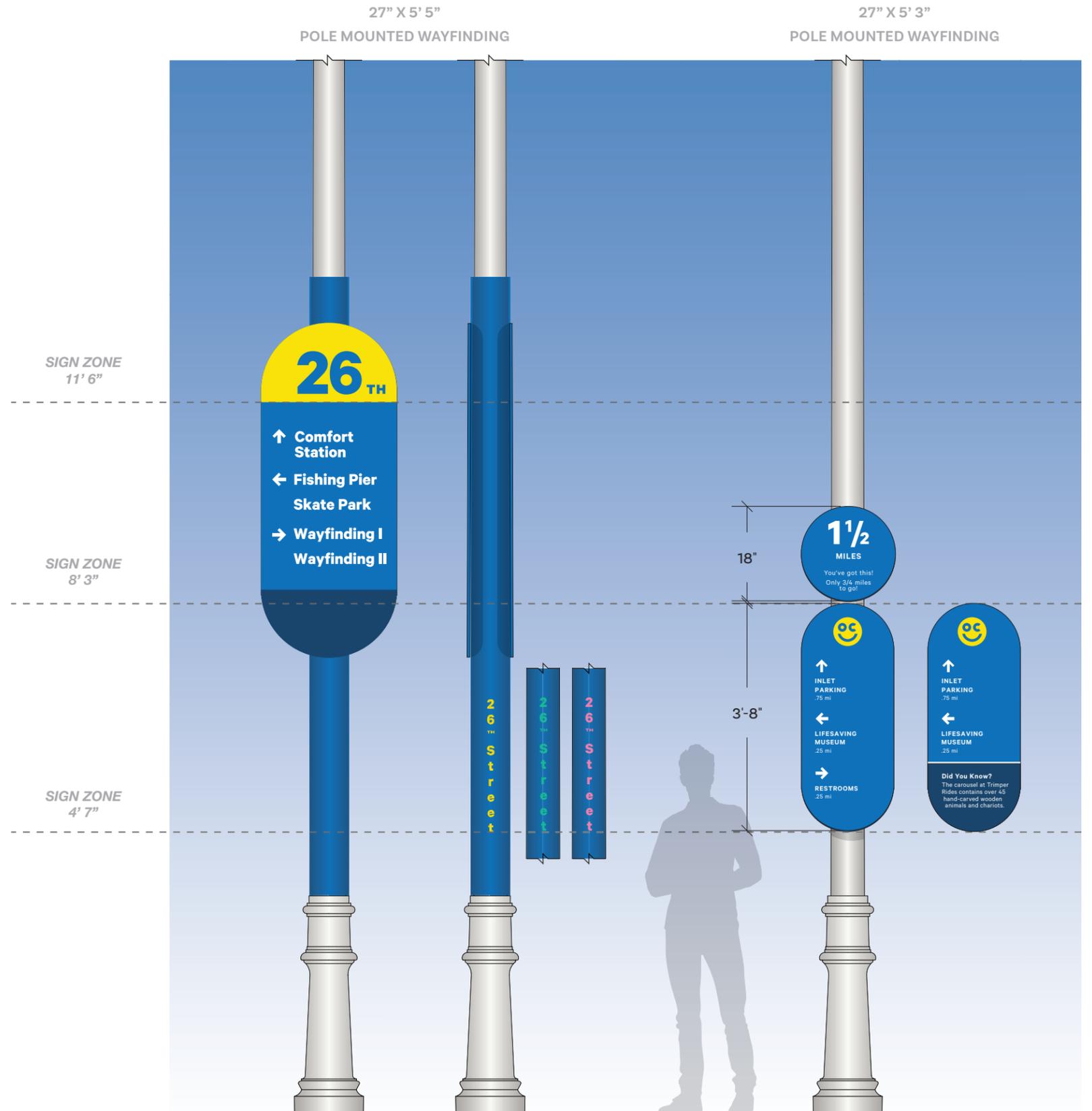


WAYFINDING SIGNAGE

Wayfinding Retrofit - Lamp Post Signs



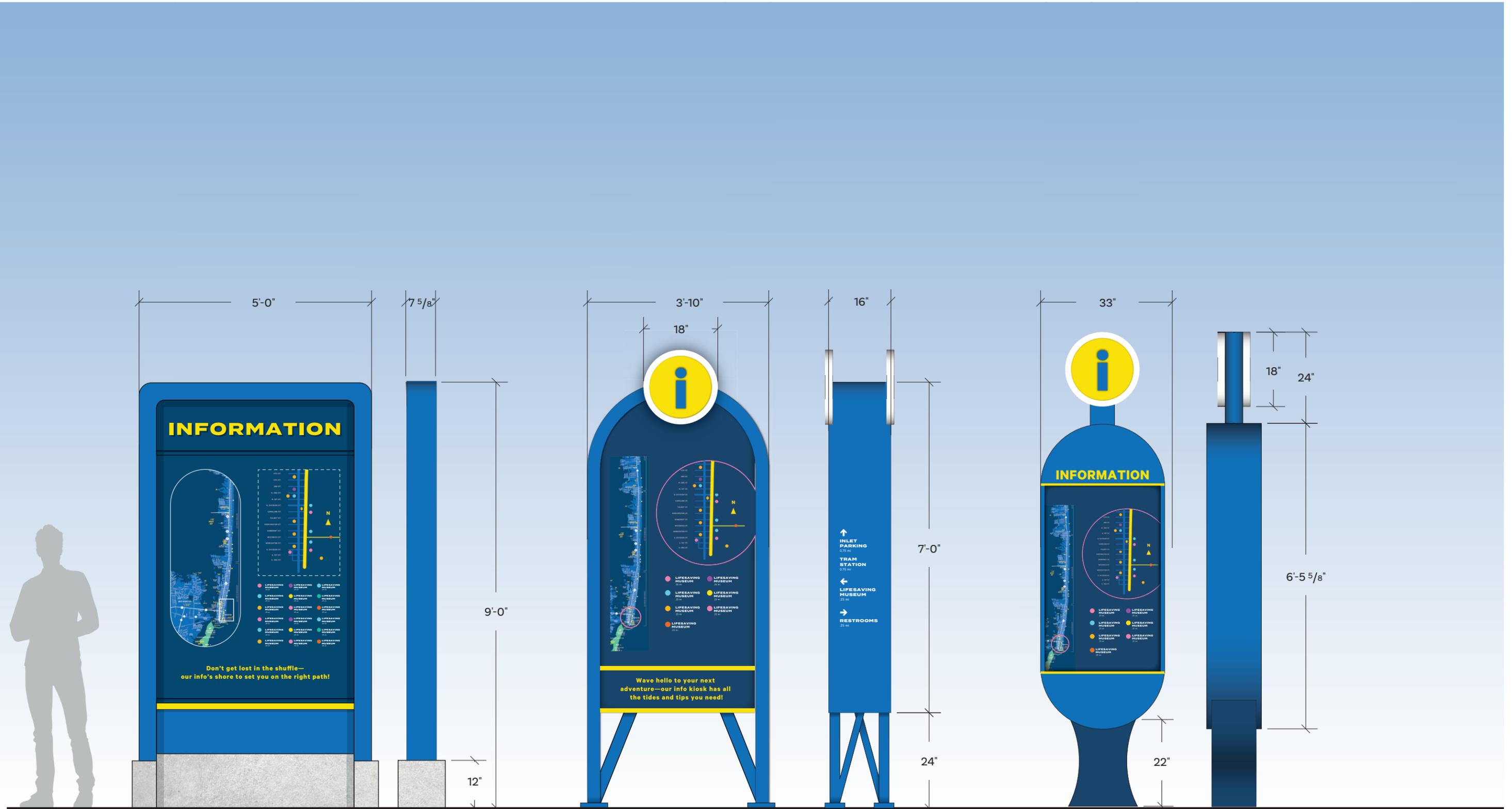
1 Pole Mounted Wayfinding & Trail Sign - Detail
SCALE: NTS



2 Wayfinding - Elevation
SCALE: 1/2" = 1'-0"

WAYFINDING SIGNAGE

Wayfinding - Information Kiosk - Day View

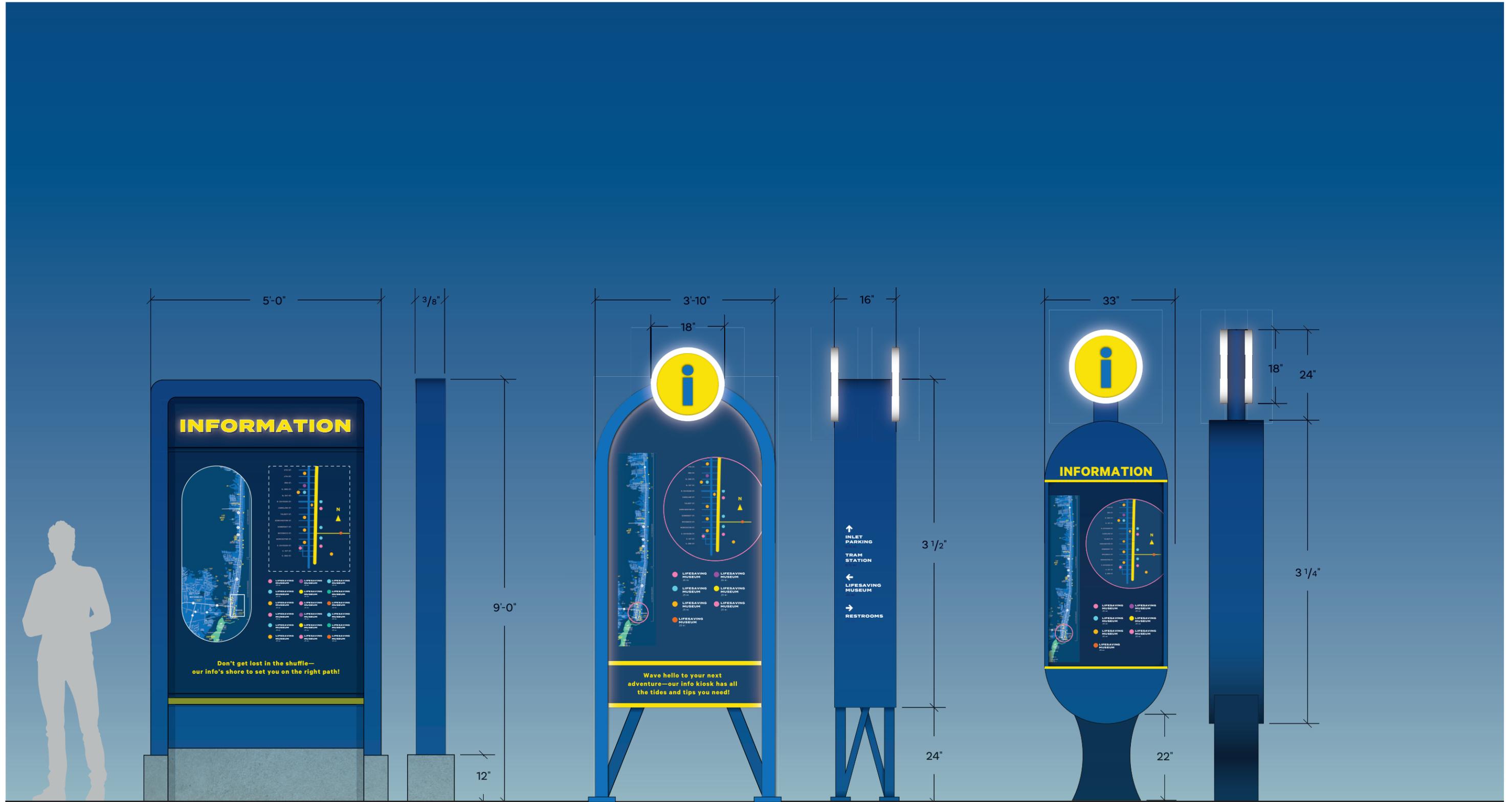


1 Kiosk - Study 1
SCALE: 1/2" = 1'-0"

2 Kiosk - Study 2
SCALE: 1/2" = 1'-0"

3 Kiosk - Study 3
SCALE: 1/2" = 1'-0"

Wayfinding - Information Kiosk - Night View



1 Kiosk - Study 1
SCALE: 1/2" = 1'-0"

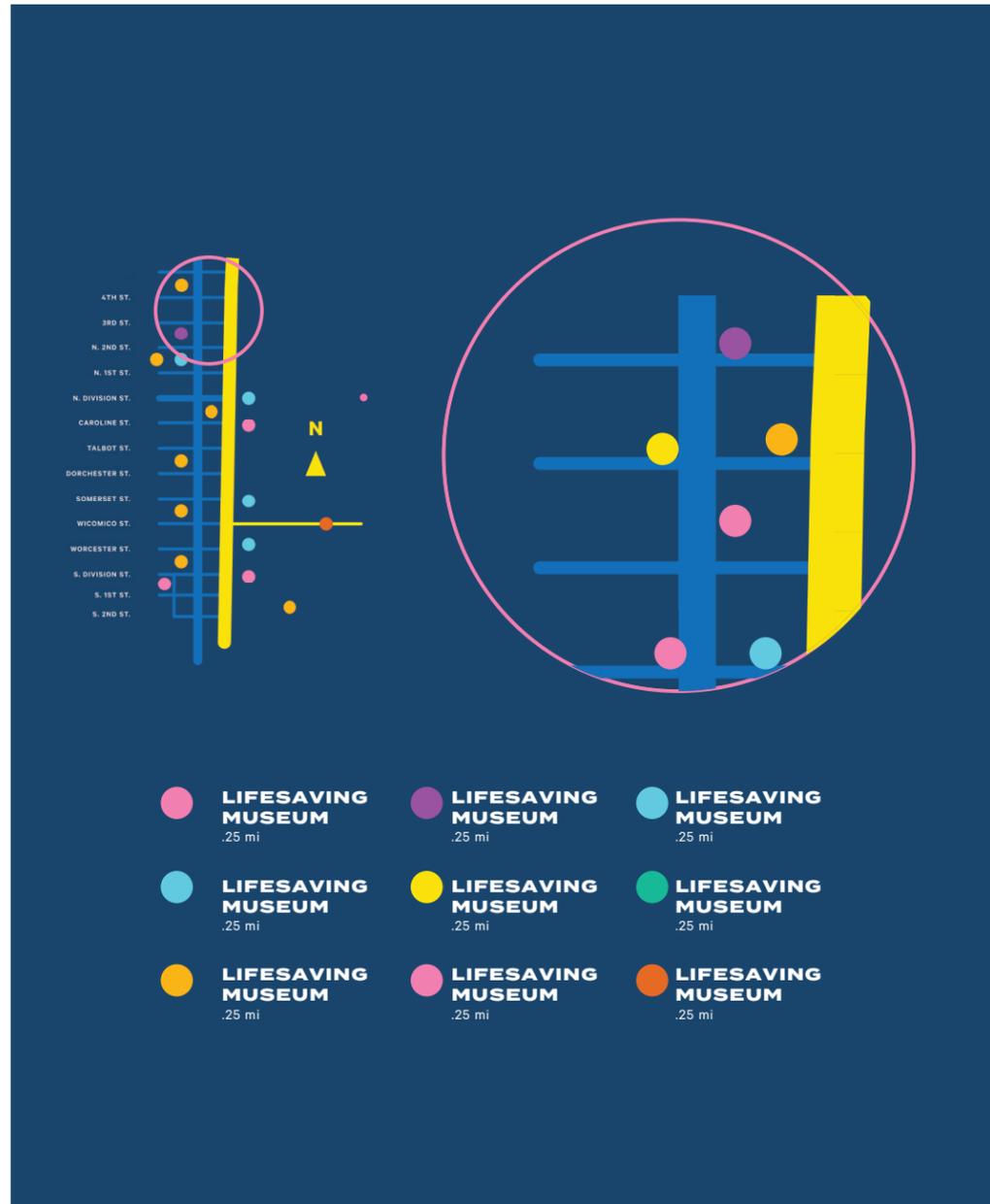
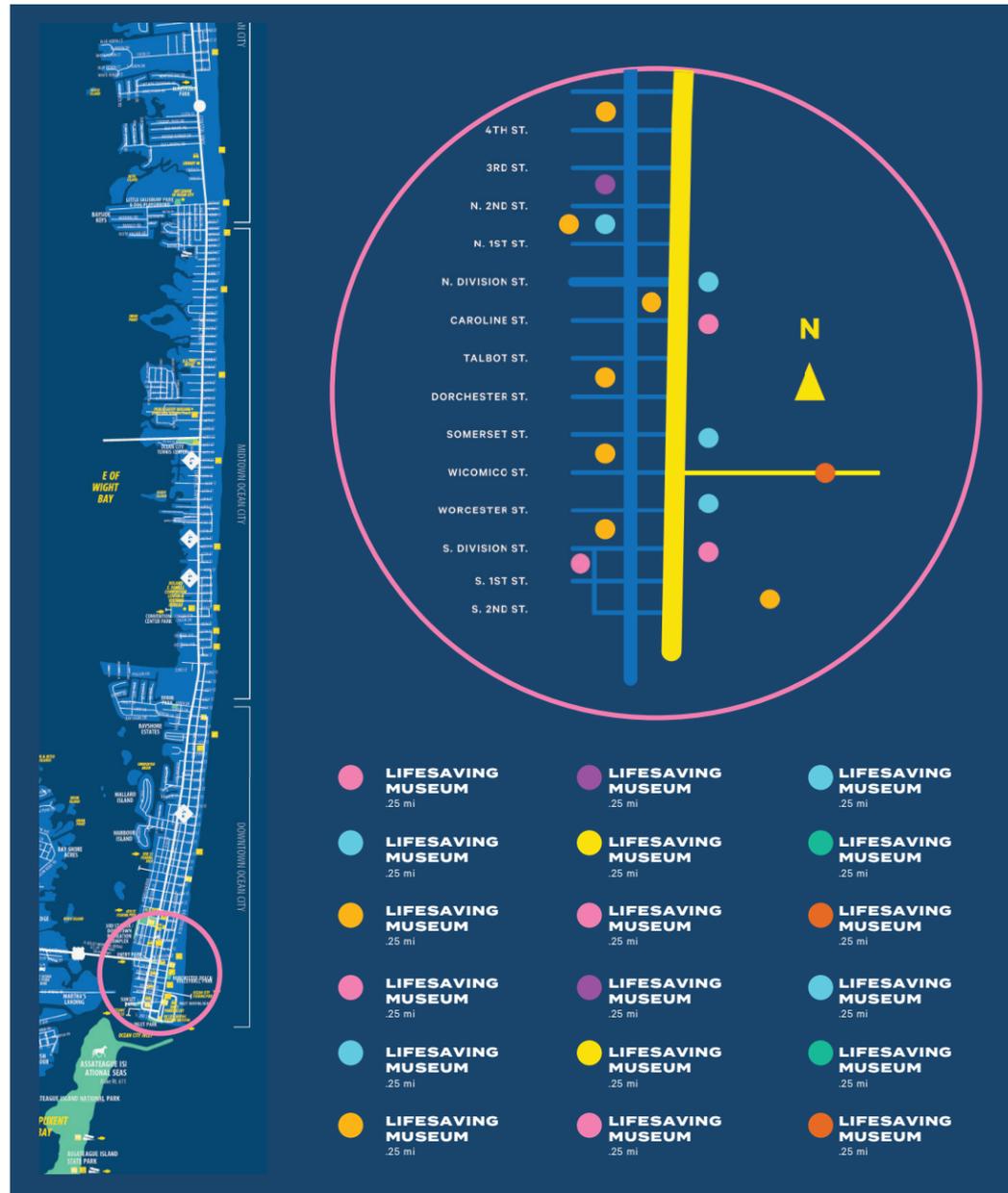
2 Kiosk - Study 2
SCALE: 1/2" = 1'-0"

3 Kiosk - Study 3
SCALE: 1/2" = 1'-0"

WAYFINDING SIGNAGE

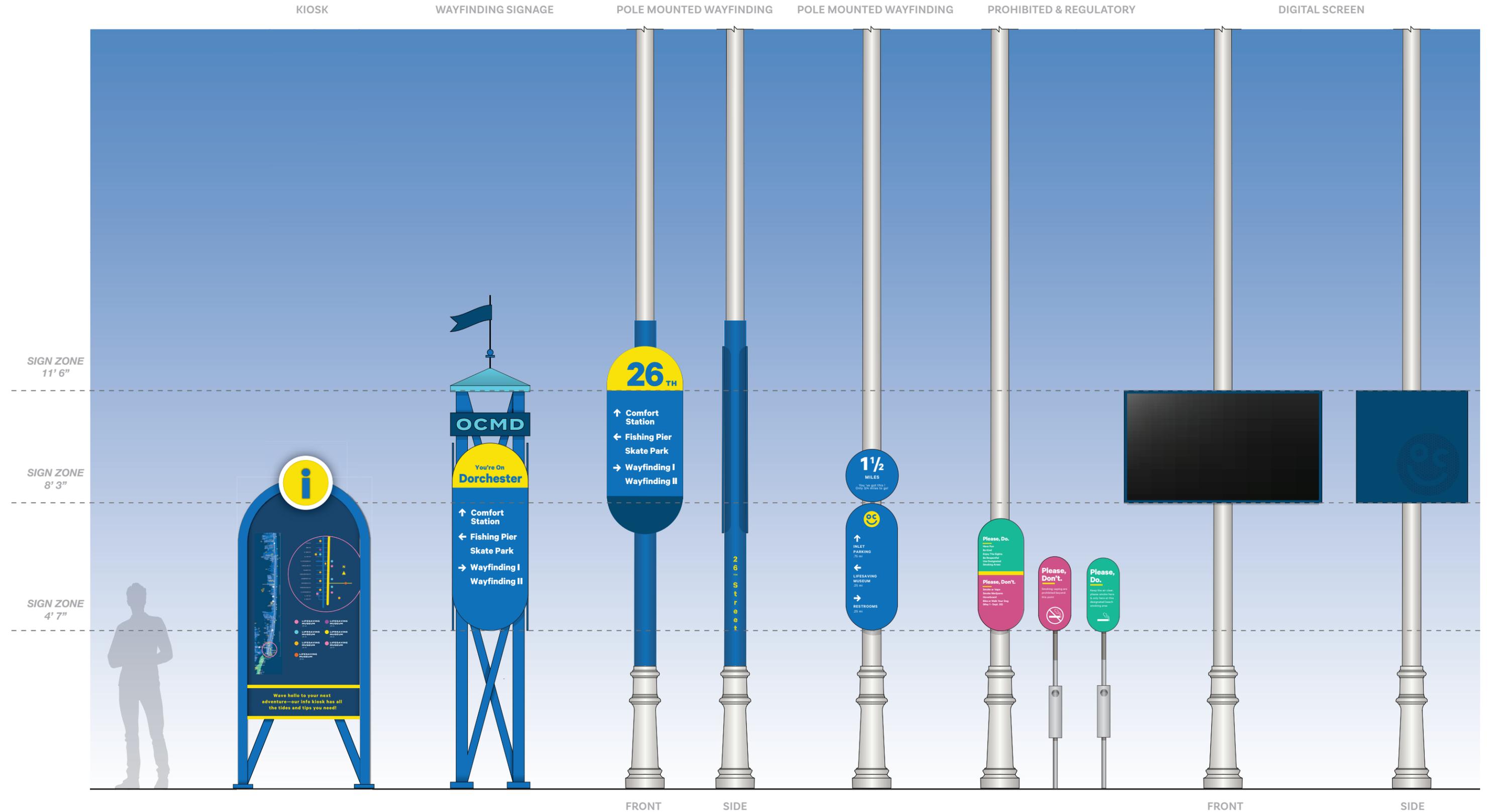
Wayfinding - Information Kiosk

In Development
Need Key and Numbering



WAYFINDING SIGNAGE

Wayfinding & Signage Family



1 Sign Family - Elevation

SCALE: 3/8" = 1'-0"

INFORMATIVE SIGNAGE

Building ID - Study 1



INFORMATIVE SIGNAGE

Building ID - Study 2



INFORMATIVE SIGNAGE

Building ID - Study 1



INFORMATIVE SIGNAGE

Building ID - Study 2

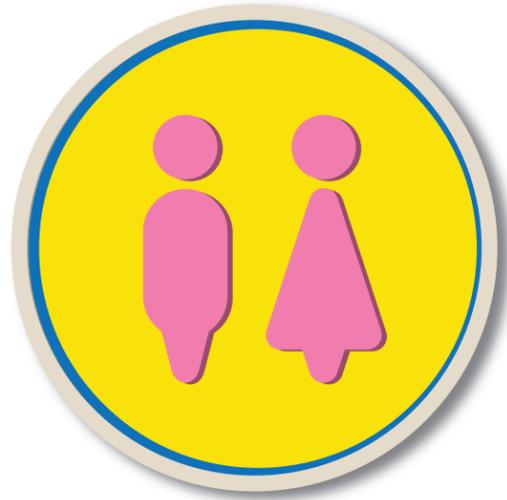


INFORMATIVE SIGNAGE

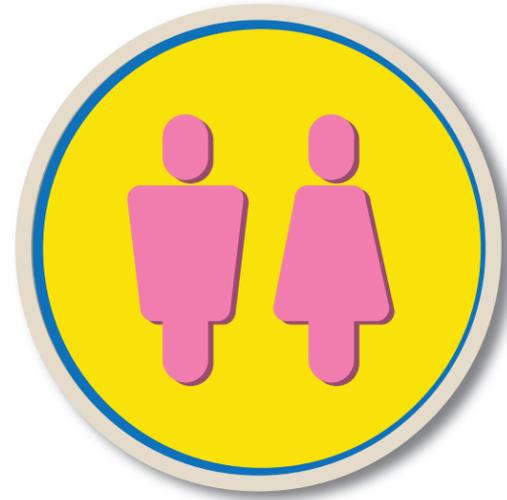
Building ID - Icons



STUDY 1



STUDY 2



STUDY 3



STUDY 4



STUDY 5

1 Icon Studies - Front View

SCALE: NTS

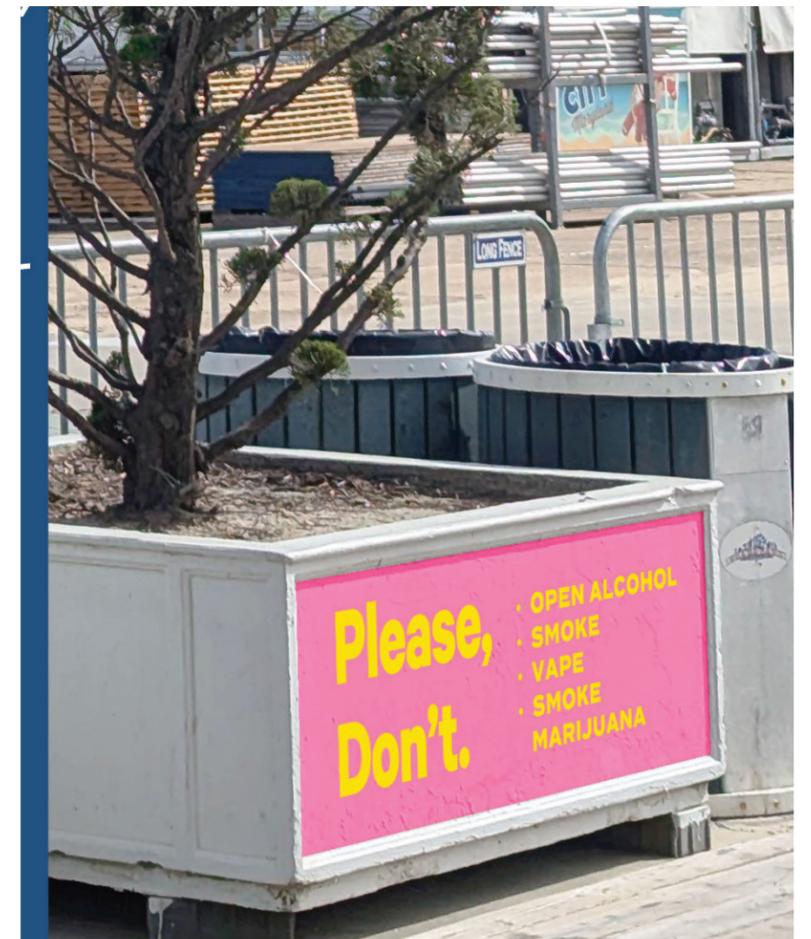


2 Restroom Signage - Contextual Rendering

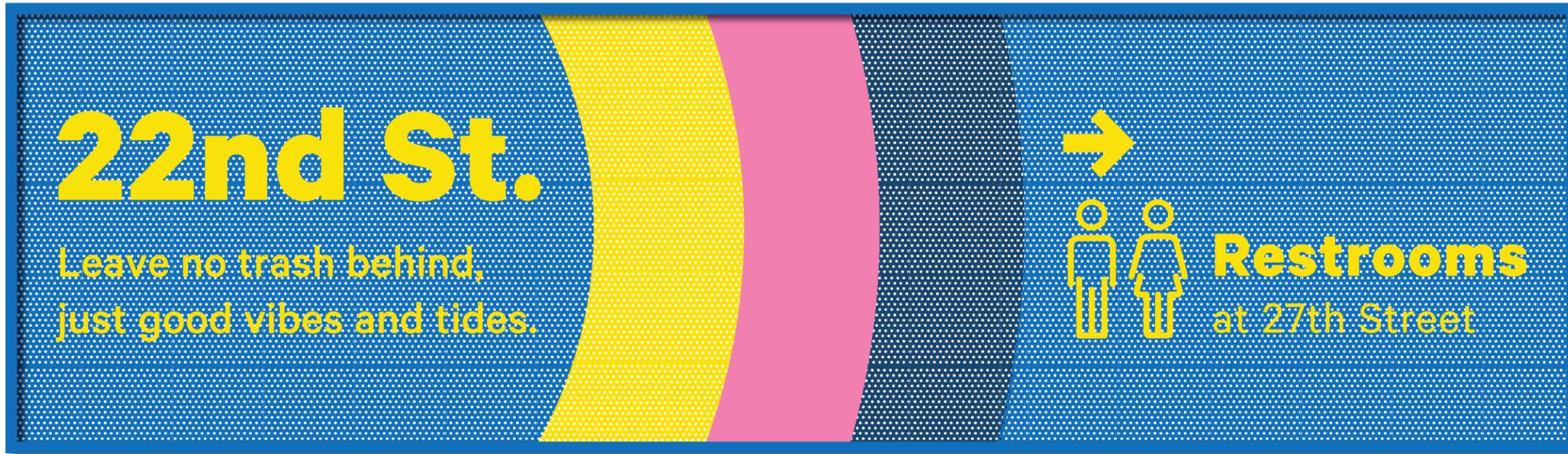
SCALE: NTS

EDUCATIONAL SIGNAGE

Prohibited and Regulatory



Prohibited and Regulatory



11'-4" X 3'-3"

1 Beach Access Signage - Facing Beach

SCALE: 1" = 1'-0"



11'-4" X 3'-3"

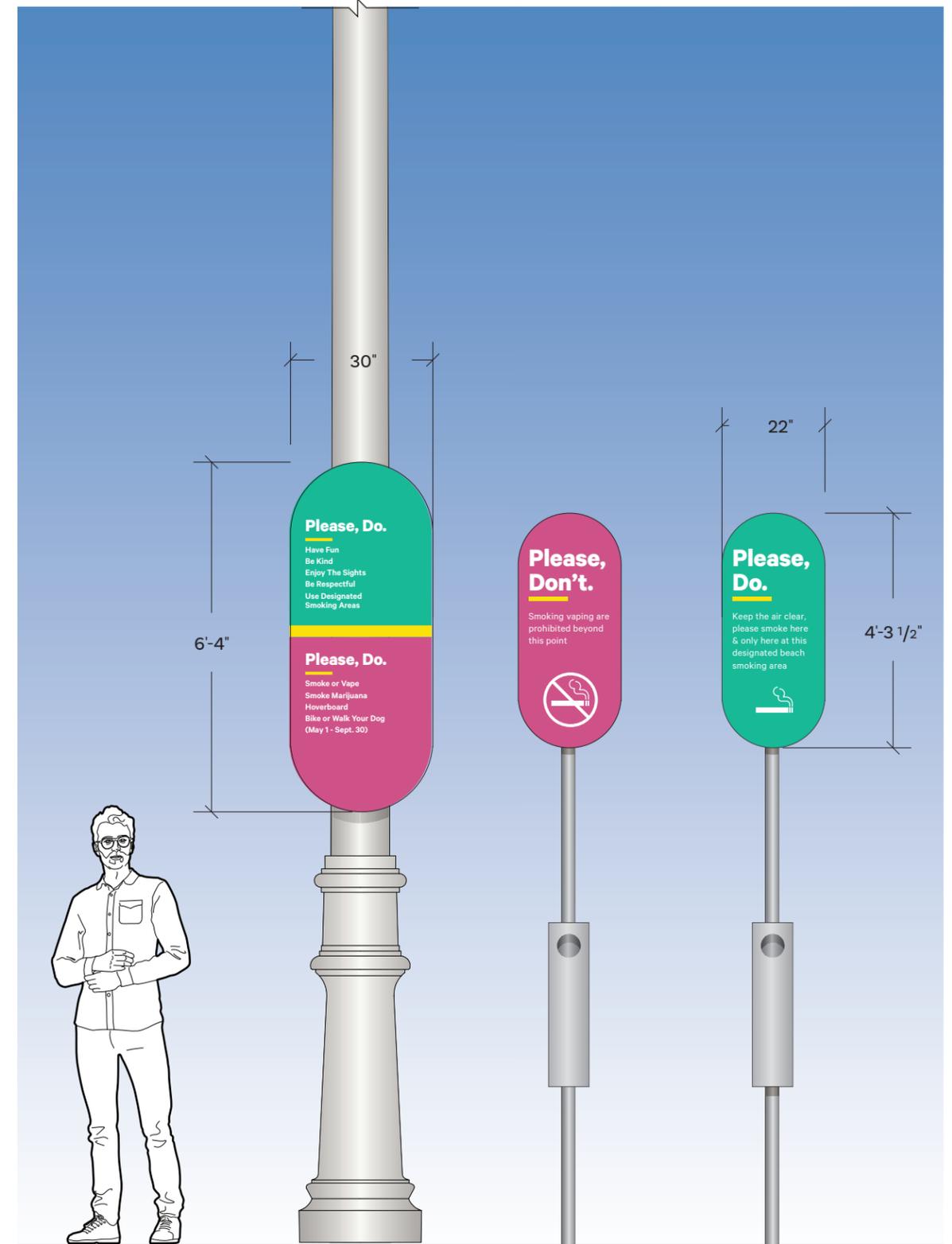
2 Beach Access Signage - Facing Boardwalk

SCALE: 1" = 1'-0"

Prohibited and Regulatory



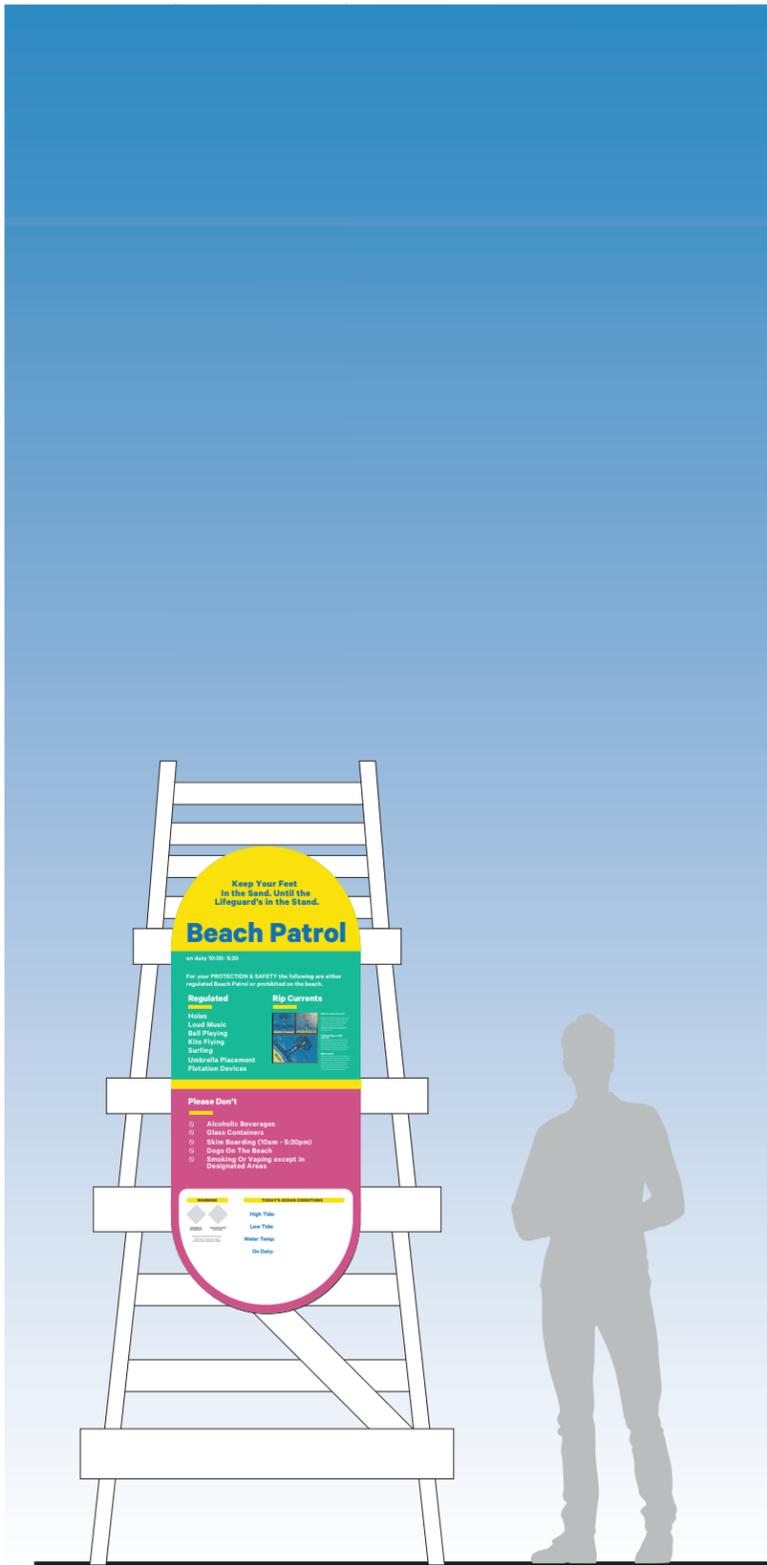
1 Prohibited & Regulatory Signage - Detail
 SCALE: NTS



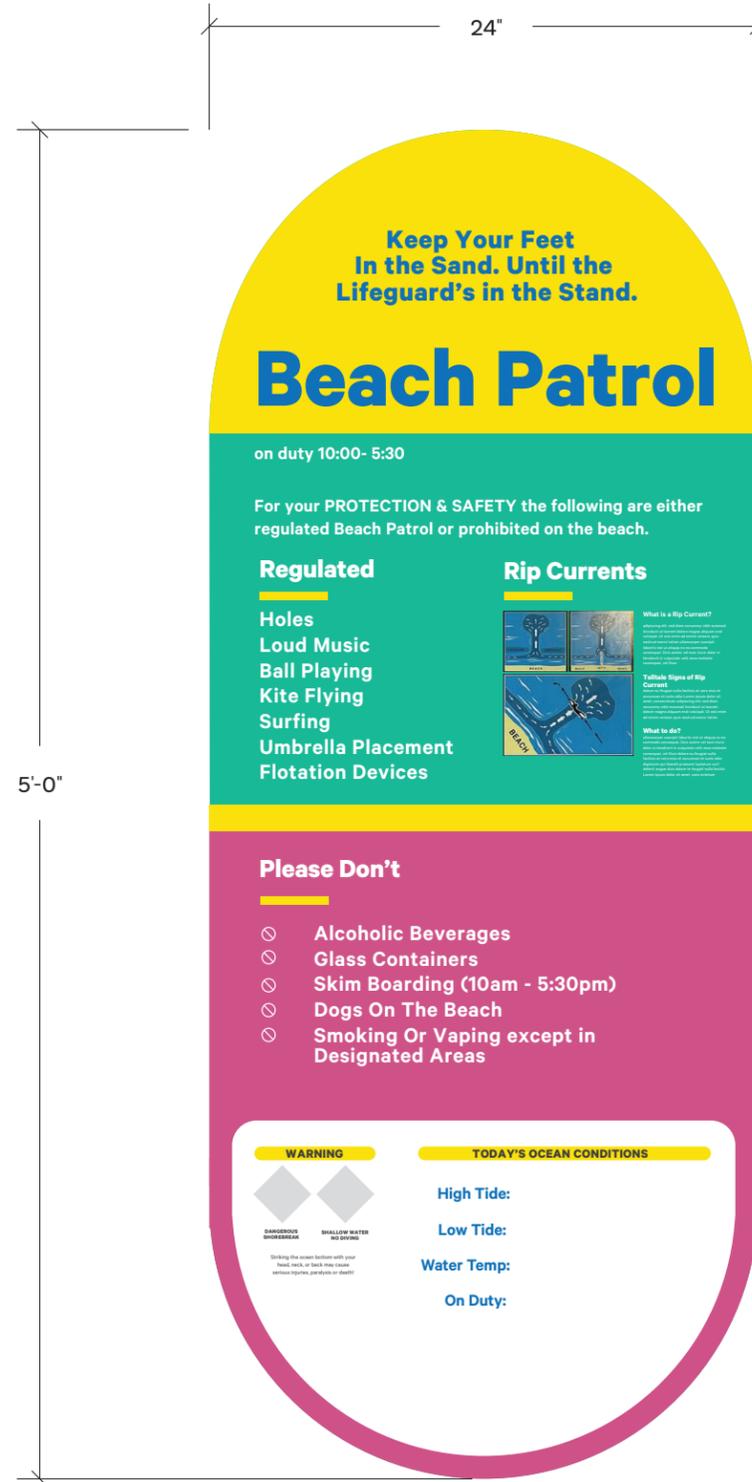
2 Prohibited & Regulatory Signage - Contextual Elevation
 SCALE: 3/4" = 1'-0"

EDUCATIONAL SIGNAGE

Prohibited and Regulatory



1 Ocean City Regulatory Chair Signage - Contextual Elevation
SCALE: 1/2" = 1'-0"

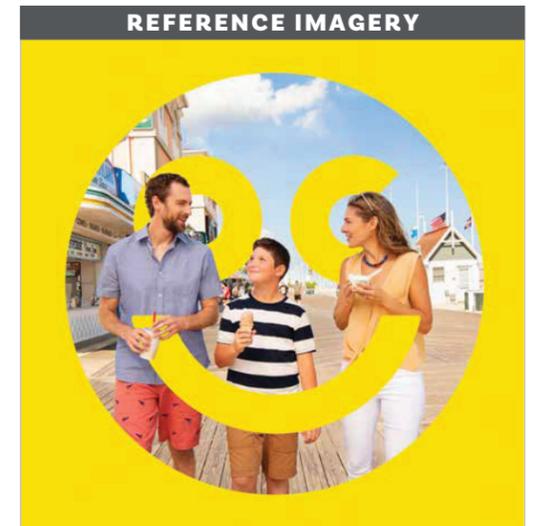


2 Ocean City Regulatory Chair Signage - Front View
SCALE: 1 1/2" = 1'-0"

Interactive Sculpture



1 Sculptural Moment - Front Elevation
SCALE: 1/2" = 1'-0"



Interactive Sculpture



1 Sculptural Moment - Side View
SCALE: 1/2" = 1'-0"

Interactive Sculpture





Next Steps



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.E

Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: George Bendler, Planning and Community Development Director
RE: Outdoor Display of Merchandise Standards (Boardwalk)
DATE: February 5, 2025

ISSUE(S): Discussion of Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (Boardwalk)

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

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

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

FISCAL IMPACT: None

RECOMMENDATION: Direct staff to prepare a draft ordinance for submission to the Planning Commission for a public hearing.



1st Class Resort and Tourist Destination

ALTERNATIVES: (1) Do not proceed with recommendations and instead offer modifications to the recommendations to be placed in a draft ordinance for submission to the Planning Commission; or (2) schedule this matter for an additional Work Session to allow further discussions.

RESPONSIBLE STAFF: Director of Planning and Community Development - George Bendler

COORDINATED WITH: City Solicitor
Deputy City Manager - Elton "JR" Harmon

ATTACHMENT(S): 1. 25-0206 Outdoor Display Outline1.pdf
2. worksession_ItemC_outdoordisplay_.pdf



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Memorandum

Date: February 6, 2025

To: Mayor and City Council

From: George Bendler, Planning and Community Development Director

Subject: **Outline for Revisions to Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (Boardwalk)**

Background

- Strategic Plan Policy Agenda Top Priority: Boardwalk Clean-Up Action Plan: Proposal, Direction, Funding and Implementation.
- Elected officials, Town staff and OCDC have received complaints about the outdoor displays on the Boardwalk.
- Town staff, along with OCDC, have reviewed the outdoor display code and the actual displays on the Boardwalk. There are compliance, safety and vulgarity concerns.
- In order to address these issues with outdoor displays, staff is proposing the below framework to create a workable and enforceable ordinance.

Current Code

- The current code section is in Chapter 110- Zoning.
- Staff's suggested path forward is to repeal the current §110-884 and replace it.
- The Planning Commission will hold the required Public Hearing.

Overarching Provisions

- The Town will only permit outdoor displays on property owned by the Applicant.
- All stores need to comply with the Fire Code/Life Safety Code; egress and ingress.
- No issuance/re-issuance of the Business License if outstanding outdoor display fines.
- All sales registers and sales transactions shall be located and conducted within the enclosed building.
- Only items actually sold in the store may be displayed outside.
- Graffiti shall be removed from the premises.
- Prohibited items: mannequins; promotion, of illegal drugs and paraphernalia, tobacco products, firearms, knives, sound amplification arranged or directed towards the outdoors and/or located outdoors; and flashing lights. **Ex 1.**
- No outdoor display may encroach an adjacent store. **Ex. 2.**
- No business may create a barrier between businesses- must be a 28-inch walkway between businesses.
- No outdoor display may be on the Boardwalk or overhang the Boardwalk. **Ex. 3**



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Memorandum

- No outdoor display may be attached to utility poles, trees, fences, benches or other signs. **Ex. 4**
- No sound amplification directed towards the outdoors and/or located outdoors.
- No outdoor display may not face a side street. **Ex. 5**
- No flag may overhang the Boardwalk.
- No outdoor display may obstruct pedestrians.

Permits

- Permit required.
- Application process- requires a current digital color photo taken within 60 days of the application date of the location of the displays.
- Prior to a permit being issued onsite inspection with staff to take a picture and that approved display is all that will be allowed.
- Permit and plan must be displayed on the premises.
- Permit will not be transferable.
- Permits are valid for one year and expire on the date of issuance. Applications for permit renewal must be submitted at least 30 days prior to the expiration date.
- These changes will become law when the ordinance is passed, however, the current licenses do not expire until June 30th. This will provide a grace period by operation of law, but effective July 1, there will be strict enforcement.
- Public outreach from OCDC and staff to stores preparing the stores to obtain their new permit and with a display design in compliance with this new ordinance by June 30th.

Free-Standing Displays

- Freestanding display is a self-supporting structure used for showcasing products without requiring attachment to wall ceilings or other fixtures. **Ex. 6**
- This shall be only racks and bins. **Ex. 7**
- To have a free-standing display the store shall have a five (5) foot setback from the Boardwalk line. **Ex. 8**
- Decorative and functional amenities are allowed within the five (5) foot setback, if a store has such an area, between the front of the store and Atlantic Avenue (boardwalk). These amenities may include live plantings (no plastic or silk plants), seating such as benches or photo opportunities. These amenities must not be merchandise, advertisements, or for sale. Additionally, the amenities must be well-maintained year-round. **Ex. 9**
- From there, there will be tiers based on the width of frontage the store has on the Boardwalk and the tiers will dictate the maximum number of free-standing displays that are allowed. A-Frame signs are permitted only as a substitute for one free-standing display allowed.



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Memorandum

Tier 1 - 1ft to 19ft = one rack and two bins
Tier 2 – 20 ft to 29 ft = two racks and two bins
Tier 3 – 30 ft to 39 ft = three racks and, four bins
Tier 4 – 40 ft to 60 ft = four racks and five bins
Tier 5 - 61ft or more = five racks and six bins

- Rack Size= No more than 24 inches in depth, 60 inches in length; 60 inches in height.
- Bin size= No more than 24 inches in depth, 24 inches in length, 60 inches in height.
- No display may exceed 60 inches in height except surfboards, windsocks, kites, sunglass racks which are manufactured at 72 inches.
- All merchandise displayed, other than on racks, shall be secured in a bin.
- All merchandise, racks and bins, must be brought in every night.
- Bins may not be used for further displays but only as a means of containment.
- No open umbrellas. **Ex. 10**
- No free-standing displays on street ends.
- Shall not be placed within 12 inches of either end/edge of the store.
- No feather flags. **Ex. 11**
- A-Frame signs discussed below will count against the free standing display allowance.

A-Frame Signs

- To be counted towards the free-standing display allowance. However, they are not to be used as outdoor displays for merchandise, including vellums. **Ex. 12**
- One per store.
- One per restaurant.
- May not exceed 36 inches by 48 inches or 12 square feet on each side. **Ex. 13**
- May not exceed 48 inches in height.
- No attachments to the sign.
- Must be collapsible.
- Must be professionally constructed and properly maintained.
- No A-Frames on street ends.
- Must be brought in every night.
- No A-Frames shall be allowed unless associated with a Boardwalk store and in front of the Boardwalk store, on the store's property.
- Prohibit A-Frames on the Boardwalk right-of-way period. (Eliminate current allowance in §66-16(4))

Henna Tattoo/Hair Wraps and All Other Services

- All services shall be performed inside (like piercings are) **Ex. 14**



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Memorandum

Wall Mounted Displays

- A wall-mounted display is a presentation of merchandise attached to the exterior of a structure and shall include any type of framed merchandise boards. **Ex. 15**
- These displays are ONLY displays and not meant to be locations for merchandise to be stored for sale. There will be tiers based on the width of frontage the store has on the Boardwalk and the tiers will dictate the maximum number wall-mounted displays allowed

Tier 1- 1ft to 19ft = Two wall mounted display racks or framed merchandise boards

Tier 2 – 20 ft to 29 ft = Three wall mounted display racks or framed merchandise boards

Tier 3 – 30 ft to 39 ft = Four wall mounted display racks or framed merchandise boards

Tier 4 – 40 ft to 60 ft = Five wall mounted display racks or framed merchandise boards

Tier 5 - 61ft or more = Six wall mounted display racks or framed merchandise boards

- Each rack or merchandise board cannot exceed 36 inches in width and 60 inches in height.
- Rack or merchandise board cannot extend more than 6 inches from the physical wall
- Rack or merchandise board cannot be within 6 inches of the end/edge of store.
- Displays must be elevated 4 inches off the ground. **Ex.16**
- No display above the door frame or the pull-down door casing. **Ex.17**
- No fences, barriers or other structures delineating store units from another may be used to display merchandise or merchandise boards.
- Framed merchandise boards must be able to be placed inside the store during inclement weather and the store must continue to meet life safety regulations in order to remain open, if the merchandise is displayed inside.
- No product or merchandise shall be permanently attached to outside of the store. The mount can remain out but the handlers or all attachments must come inside every night.

Restaurants

- Are currently covered by §110-884(b).
- This subsection will be enforced.
- The only proposed change right now affecting restaurants is that the A-Frame sign provision will be amended as discussed above for the stores.
- Further revisions to this subsection may be needed.

OCDC Role

- OCDC outdoor display application review committee - eliminate.
- Town staff should be able to approve the applications and any appeal is to the BZA.

Obscenity and Vulgarity and Sexually Explicit Conduct

- We know this is also a matter of great concern.
- Today's presentation is zoning matters only.
- A separate presentation and a separate ordinance will be presented to the Council.
- The first best step is to modify Section 110-884 as addressed above.



TOWN OF
OCEAN CITY
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Work Session – Item C

Tuesday, February 11, 2025

**Discussion of Outdoor Display of Merchandise Standards for Properties
Fronting on Atlantic Avenue (Boardwalk)**



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Overarching Provisions

- **The Town will only permit outdoor displays on property owned by the Applicant.**
- **All stores need to comply with the Fire Code/Life Safety Code; egress and ingress.**
- **No issuance/re-issuance of Business License if outstanding outdoor display fines.**
- **Decorative and functional amenities are allowed within the ten-foot setback area, if a store has such an area, between the front of the store and Atlantic Avenue (boardwalk). These amenities may include live plantings (no plastic or silk plants), seating such as benches or photo opportunities. These amenities must not be merchandise, advertisements, or for sale. Additionally, the amenities must be well-maintained year-round.**

POLICY AGENDA 2024 – 2026
Top Priority
Boardwalk Clean-Up Action Plan: Proposal, Direction, Funding and Implementation





TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Current Code

- **The current code section is in Chapter 110- Zoning.**
- **Staff’s suggested path forward is to repeal the current §110-884 and replace it.**
- **The Planning Commission will hold the required Public Hearing.**

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

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

- (1) An annual display permit, issued by the zoning administrator, is required for outdoor display of merchandise. It is required that the display permit application be reviewed for recommendation by the ODC Boardwalk Committee (BC) Review Committee. The BC review committee shall consist of five persons, recommended by the BC, to be appointed by the Mayor and City Council of Ocean City. Two committee members shall be representative of boardwalk retail merchants, with a quorum required of three members. If the BC review committee recommends against the issuance of the display permit, it shall state, in writing, to the zoning administrator, the reasons for the unfavorable recommendation. Upon review by the zoning administrator, the zoning administrator may grant or deny the display permit. Any applicant aggrieved by the decision of the zoning administrator may file an appeal to the board of zoning appeals as set forth in this chapter.
- (2) A copy of the approved plans for display of merchandise must be conspicuously displayed on the premises.
- (3) No merchandise, signs or other items shall encroach into the boardwalk right-of-way (property line) other than as allowed by other provisions of this Code.
- (4) Framed merchandise such as decals or t-shirts, is to be treated as outdoor display, not signage. The square footage of these panels is counted toward the total square footage allowed for outdoor display. The total amount of wall merchandise may not exceed 30 percent of exterior walls. The boards may not exceed ten feet in height. These display boards do not require sign permits as they are considered merchandise of outdoor display.
- (5) Display areas may be utilized for certain activities such as a caricaturist, henna tattoo artist, hair wraps and the like. Square footage of amenity displays (henna, hair wraps, etc.) is considered part of the outdoor display and counts toward the allowable display square footage. Display boards showing examples of designs are considered display of merchandise and count toward allowable square footage.
- (6) Properties fronting the boardwalk south of 3rd Street are allowed 30 percent of the total wall space or pad space in aggregate for display.
- (7) Properties fronting the boardwalk north of 3rd Street are allowed outdoor display of merchandise based on 30 percent of the pad area measured ten feet distance from the property line adjacent to the boardwalk to the face of the main building by the width of the pad in front of the main building.
- (8) Decorative and functional amenities are allowed and encouraged in the ten-foot area abutting the boardwalk to enhance the display and the boardwalk experience. These amenities may include live plantings (no plastic or silk plantings), and attractive seating such as benches and chairs for the comfort of the visitors. The amenities must be well maintained throughout the entire season.
- (9) All approved display areas shall be clearly delineated on the pad surface with some type of permanent markings that can be easily identified by enforcement personnel. The various display areas outlined above shall be arranged in such a manner to avoid clutter.
- (10) No display may exceed five feet in height, except other items deemed appropriate by the BC such as surfboards, windsocks, kites, sunglass racks which are manufactured at six feet, and open umbrellas of six feet, eight inches clearance from grade, used to protect merchandise display from sun damage.

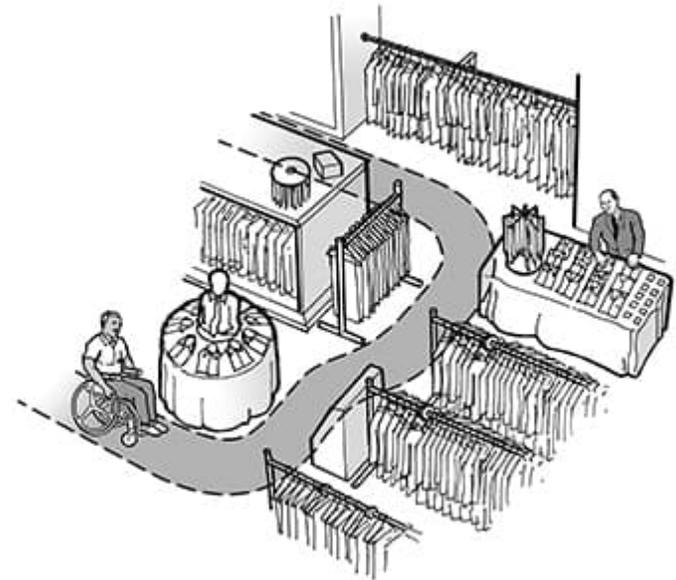


TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Background

- The Town will only permit outdoor displays on property owned by the Applicant.
- All stores need to comply with the Fire Code/Life Safety Code; egress and ingress.
- No issuance/re-issuance of Business License if outstanding outdoor display fines.
- All sales registers and sales transactions shall be located and conducted within the enclosed building.
- Only items actually sold in the store may be displayed outside.
- Graffiti shall be removed from the premises.





TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Overarching Provisions

- **Prohibited items: mannequins; promotion, of illegal drugs and paraphernalia, tobacco products, firearms, knives, sound amplification arranged or directed towards the outdoors and/or located outdoors; and flashing lights**



Exhibit 1



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Overarching Provisions

- **No outdoor display may encroach an adjacent store.**
- **No business may create a barrier between businesses- must be a 28-inch walkway between businesses.**



Exhibit 2



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Overarching Provisions

- No outdoor display may be attached to utility poles, trees, fences, benches or other signs.
- No outdoor display may be on the Boardwalk or overhang the Boardwalk.



Exhibit 3



Exhibit 4



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Overarching Provisions

- No sound amplification directed towards the outdoors and/or located outdoors.
- No outdoor display may not face a side street.

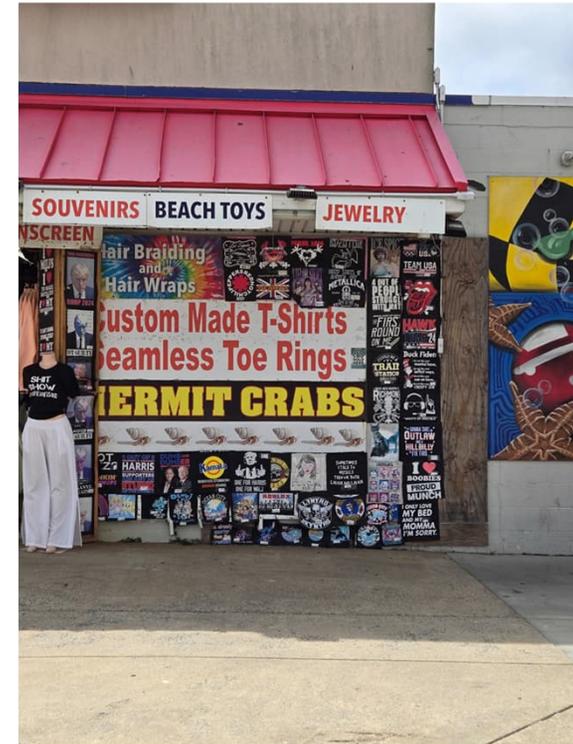


Exhibit 5



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Free-Standing Displays

- Freestanding display is a self-supporting structure used for showcasing products without requiring attachment to wall ceilings or other fixtures.
- This shall be only racks and bins.

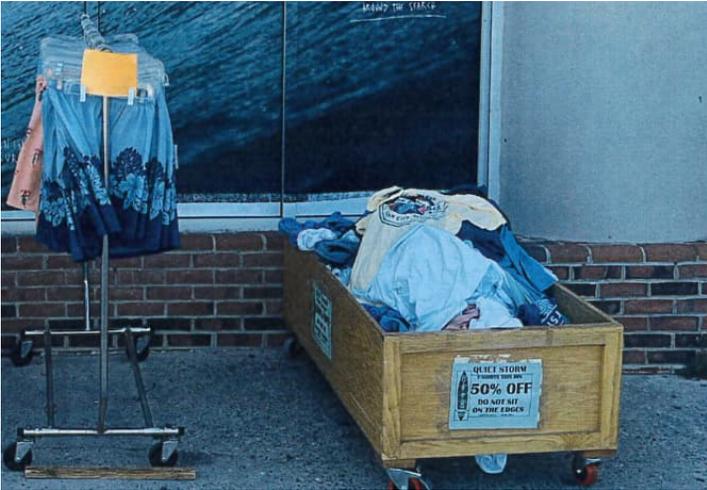


Exhibit 7



Exhibit 6



Free-Standing Displays

- To have a free-standing display the store shall have a five (5) foot setback from the Boardwalk line. attachment to wall ceilings or other fixtures.

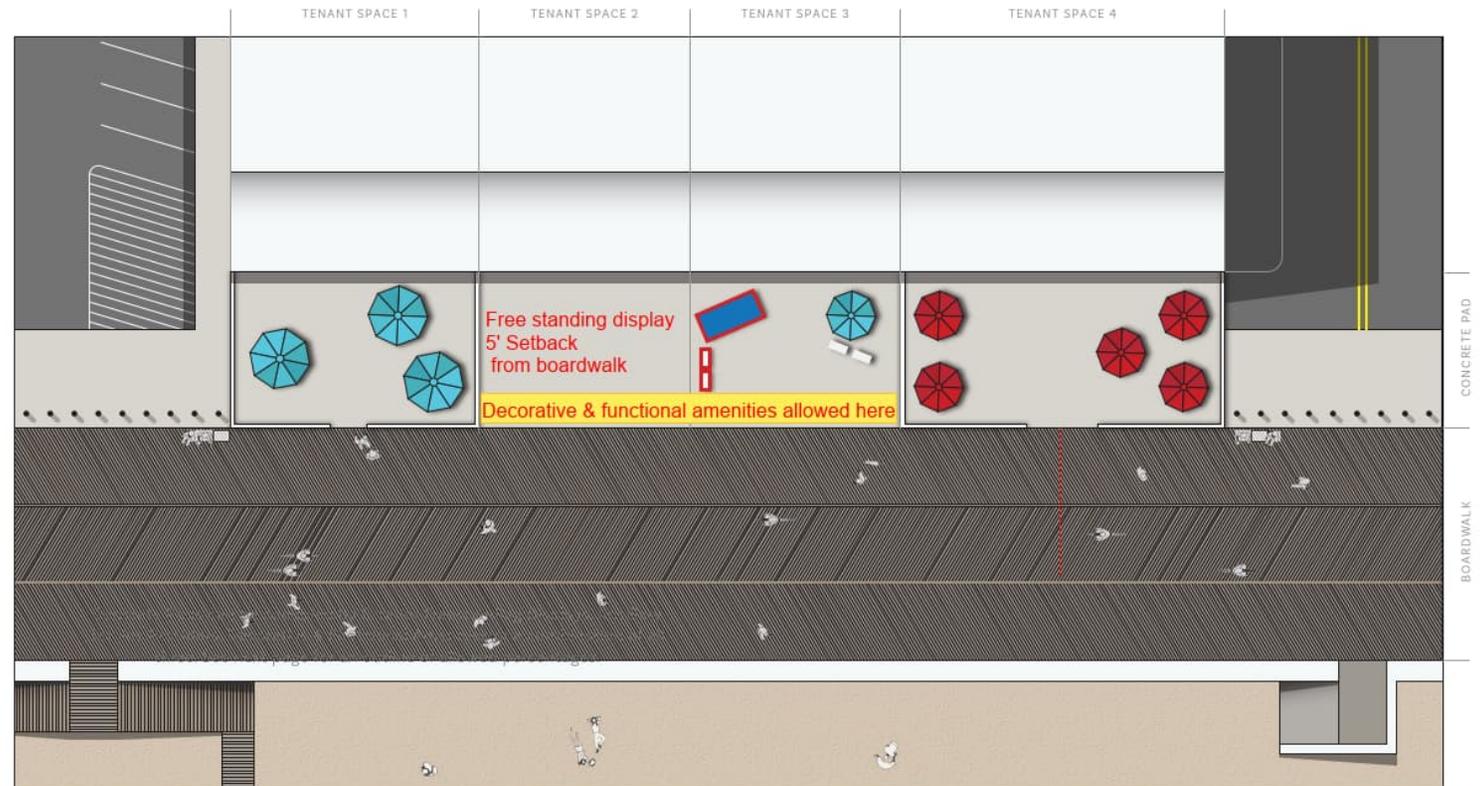


Exhibit 8



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Free-Standing Displays

- **Decorative and functional amenities are allowed within the five (5) foot setback, if a store has such an area, between the front of the store and Atlantic Avenue (boardwalk). These amenities may include live plantings (no plastic or silk plants), seating such as benches or photo opportunities. These amenities must not be merchandise, advertisements, or for sale. Additionally, the amenities must be well-maintained year-round.**



Exhibit 9



Free-Standing Displays

- **From there, there will be tiers based on the width of frontage the store has on the Boardwalk and the tiers will dictate the maximum number of free-standing displays that are allowed. A-Frame signs are permitted only as a substitute for one free-standing display that is otherwise allowed.**
 - **Tier 1- 1ft to 19ft = one rack and two bins**
 - **Tier 2 – 20 ft to 29 ft = two racks and two bins**
 - **Tier 3 – 30 ft to 39 ft = three racks and, four bins**
 - **Tier 4 – 40 ft to 60 ft = four racks and five bins**
 - **Tier 5 - 61ft or more = five racks and six bins**
- **Rack Size = No more than 24 inches in depth, 60 inches in length; 60 inches in height.**
- **Bin size = No more than 24 inches in depth, 24 inches in length, 60 inches in height.**
- **No display may exceed 60 inches in height except surfboards, windsocks, kites, sunglass racks which are manufactured at 72 inches.**



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Free-Standing Displays

No open umbrellas	No Feather Flags
	
Exhibit 10	Exhibit 11



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

A-Frame Signs

Current allowed signs



Exhibit 12

Proposed size allowed for A-frame signs



Exhibit 13



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Henna Tattoo/Hair Wraps and All Other Services

- All services shall be performed inside (like piercing)

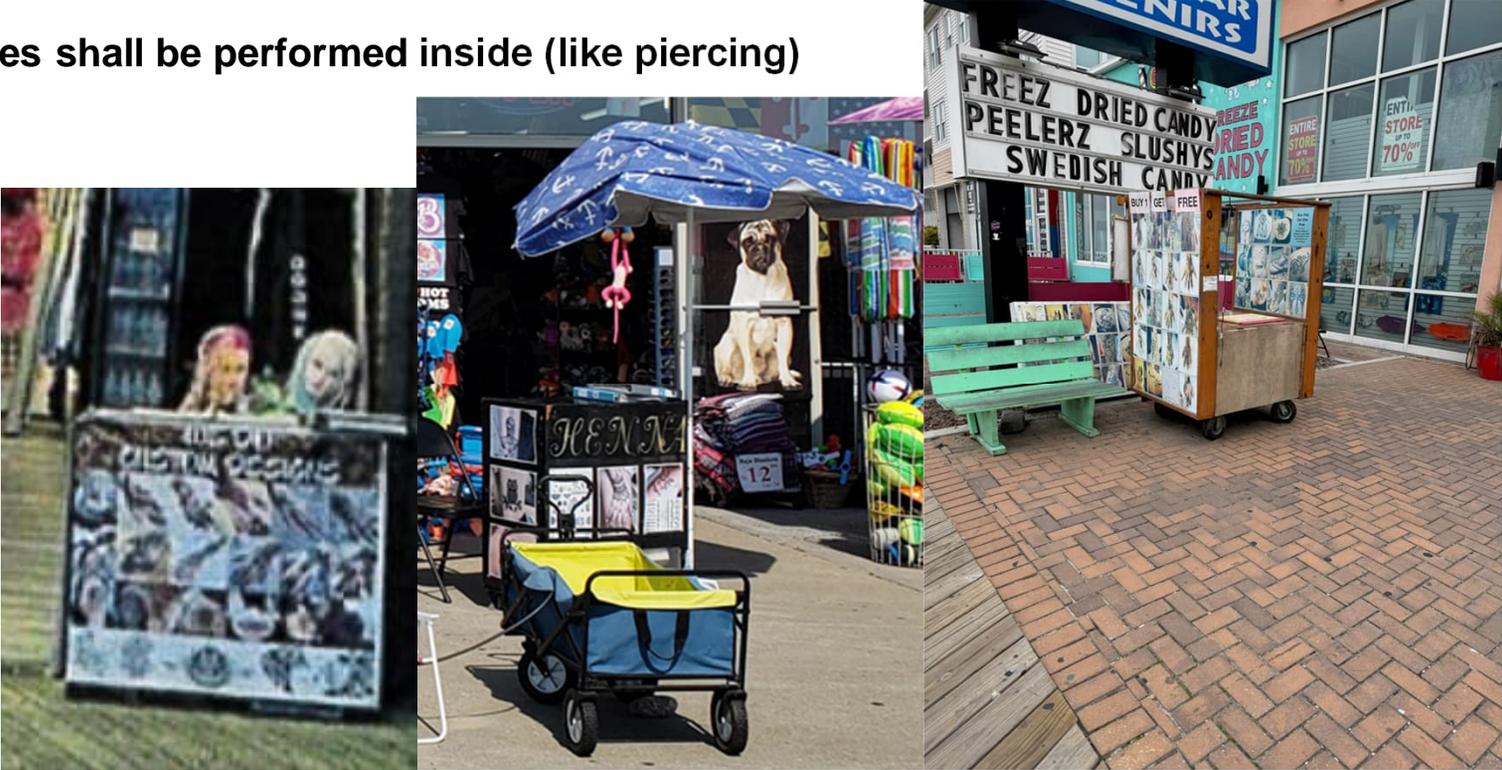


Exhibit 14



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Wall Mounted Displays

- A wall-mounted display is a presentation of merchandise attached to the exterior of a structure and shall include any type of framed merchandise boards. Ex.



Exhibit 15



Wall Mounted Displays

- **These displays are ONLY displays and not meant to be locations for merchandise to be stored for sale. There will be tiers based on the width of frontage the store has on the Boardwalk and the tiers will dictate the maximum number wall-mounted displays are allowed .**
 - **Tier 1- 1ft to 19ft = Two wall mounted display racks or framed merchandise boards**
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 - **Tier 3 – 30 ft to 39 ft = Four wall mounted display racks or framed merchandise boards**
 - **Tier 4 – 40 ft to 60 ft = Five wall mounted display racks or framed merchandise boards**
 - **Tier 5 - 61ft or more = Six wall mounted display racks or framed merchandise boards**
- **Each rack or board cannot exceed 36 inches in width and 60 inches in height.**
- **Rack or merchandise board cannot extend more than 6 inches from the physical wall**
- **Rack or merchandise board cannot be within 6 inches of the end/edge of store.**



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Wall Mounted Displays

- Displays must be elevated 4 inches off the ground

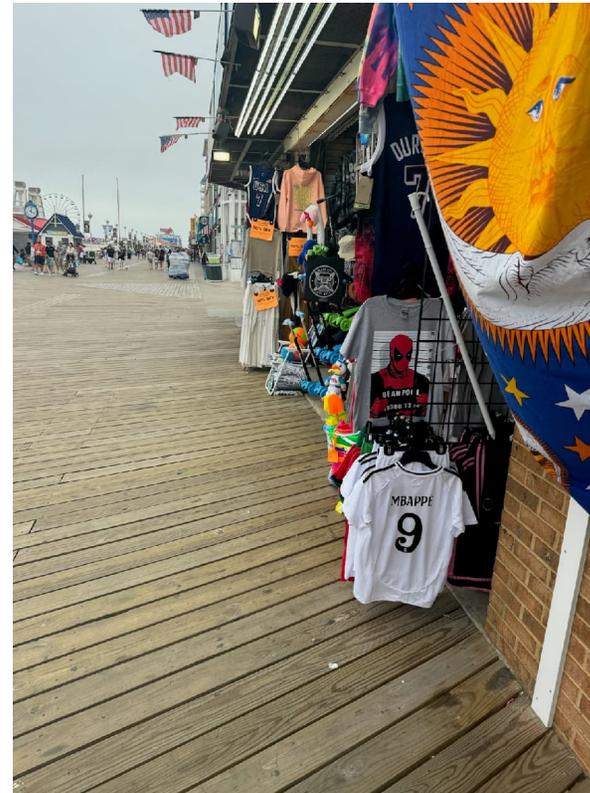


Exhibit 16



TOWN OF OCEAN CITY

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Wall Mounted Displays

No display above the door frame or the pull-down door casing.



Exhibit 17



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.F

Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Tom Perlozzo, Tourism and Business Development Director
RE: OC BikeFest 2025
DATE: February 4, 2025

ISSUE(S): OC BikeFest Producer, Kathy Micheal shall provide a review of OC BikeFest 2024 and and update on OC BikeFest 2025.

SUMMARY: Upon the request of Town Administration, Ms. Micheal was contacted to meet with Mayor and City Council to review OC BikeFest 2024, to provide an update on the event's production and direction for 2025, and allow an opportunity for the Mayor and City Council to address questions and concerns on behalf of the Town.

BikeFest 2025 is the third year of an existing three-year Agreement. A private event application is still required as an annual submittal. This annual application allows the event producer to identify event details to the Town for review, regardless of change or lack thereof.

FISCAL IMPACT: Ms. Micheal paid the Town \$54,014.00 in 2024 to hold the event in the Inlet Parking Lot. Ms. Micheal also paid the Town the sum of Two and 00/100 Dollars (\$2.00) per ticket for every ticket sold regardless of ticket type. Lastly, Ms. Micheal sold 46 trailer parking permits specific to the event, provided by the Town at a cost of Fifty and 00/100 Dollars (\$50.00) per permit, for a total of Two Thousand Three Hundred and 00/100 (\$2,300.00) in revenue provided back to the Town.

RECOMMENDATION: Provide guidance to Ms. Micheal on how to move forward with OC BikeFest 2025.



1st Class Resort and Tourist Destination

ALTERNATIVES: No staff alternative suggested.

RESPONSIBLE STAFF: Frank Miller, Special Events Director
Lisa Mitchell, Special Events Coordinator

COORDINATED WITH: Kathy Micheal, OC JAMS, LLC

ATTACHMENT(S): 1. Three-Year Agreement

OC Bike Fest AGREEMENT

This Agreement is made on this 28 day of August 2023 by and between the **Mayor and City Council of Ocean City**, 301 N. Baltimore Ave., Ocean City, Maryland 21842 (hereinafter "**Town**") and **OC JAMS, LLC** with an address of 1440 Edgewood Ave., Ste. 405, Mukwonago, Wisconsin 53149 (hereinafter "**Producer**") to hold an Event known as "OC Bike Fest" ("**Event**") intended to be held in Ocean City as a multi-year event. Together, Town and Producer shall be known as the "**Parties**" and each shall be a "**Party**". In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Term.

(a) The term of this Agreement shall be for three (3) consecutive years, and shall include a 2023, 2024, and 2025 Event with the specific dates and times specified herein for the Event and for Load-in and Load-out. Each day of the Event shall be open to the public beginning no earlier than 12 p.m. and ending no later than 11:00 p.m.

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

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

(a) Date(s) of Event and Event Description. Producer shall have the right to use the Inlet Parking Lot for the purpose of managing, producing and conducting the Event and conducting all related activities and operations within the Event Area. The Event may include live musical entertainment, concessions, sale of food and beverages, sale of merchandise, marketing and promotional activities, installation and use of patron access control equipment, sale of tickets, and the sale and consumption of alcoholic beverages. Producer may also produce a motorcycle parade on the Boardwalk from 27th Street to the Inlet Lot on Saturday morning only, beginning at 10:00 am, with the total number of participants not exceeding four hundred (400) motorcycles, and staging on 27th St. between Baltimore Ave. and the Boardwalk, as well as the easternmost lane of northbound Baltimore Ave., south of 27th St., if needed, beginning at 9:00 am (all subject to the restrictions below) (collectively, the "Permitted Uses"), subject to the additional terms of this Agreement and its exhibits. The Event Area and designation of Permitted Uses shall be depicted on the Event Site Plan attached hereto as Exhibit A. Any desired changes to Exhibit

A after the 2023 Event shall be submitted by Promoter to Town One Hundred and Twenty (120) days prior to the Load-in for each Event year and may only be utilized upon written acceptance by Town through the execution of an Addendum to this Agreement. The capacity within the Event shall be no greater than the allowable occupancy calculated by Town's Office of the Fire Marshall, taking into consideration available square footages, exit capacity and life safety features. Any changes to Exhibit A after the execution of this Agreement (or an Addendum) will be through the submission of a revised Exhibit A by Producer and only upon the acceptance of Town in writing confirming its agreement to the same and upon payment of the requisite change fees as stated below. Producer shall be responsible for maintaining and appropriately staffing approved fire/life safety/security features, including staffed emergency exit gates, fire lanes, and required security entrance points, in all areas of the Facilities throughout the Event. For clarity, this Agreement in no way pertains to any Producer event to be held at the Roland Powell Convention Center ("Convention Center") and any event to occur at the Convention Center shall be set forth in a separate agreement.

(b) **Alcohol.** Beer, malt liquor and alcohol (collectively "Alcohol") may be sold by Producer within the Event Area as depicted in Exhibit A subject to the approval of Board of License Commissioners for Worcester County (hereinafter "BLC"). In 2023 Producer may use Town's Entertainment License for the sale of the Alcohol and in all other years, Producer must either seek to obtain and receive a Promoter's License from the BLC or the Producer must use a local (Worcester County) non-profit to obtain a liquor license from the BLC. In all years, Producer must follow all rules and regulations of license that is issued/operated under. Producer shall strictly comply with all conditions of any license received/operated under which shall include but may not be limited to the following: (i) compliance with all State and local laws and ordinances; (ii) no Alcohol shall be permitted to leave the licensed premises; (iii) Alcohol service shall not begin prior to the permitted time and only for the hours as designated on the alcohol permit operated under; (iv) Alcohol may be served in plastic cups or cans; no glass whatsoever; (v) all servers of Alcohol must be Alcohol Awareness Certified (TIPS/TAMS certified); and (vi) each attendee must be age identified upon entering the Event and provided with a unique age identifier which must remain visible on their person through the Event. Producer shall be responsible for the sale of Alcohol and shall indemnify and hold Town harmless from any event arising from Producer's sale of Alcohol and for all acts further set forth in the indemnification clause of this Agreement. Exhibit A shall reflect the area in which Alcohol consumption is permitted.

(c) **Noise and Pyrotechnics Prohibition.** All noise and sound associated with the Event (including but not limited to system ring out, construction, sound check, performances, etc.) shall be performed in compliance with Town's noise ordinances and conclude by 11:00 p.m. each night. There shall be no fireworks or any other type of pyrotechnics either as part of the Event and/or by any performance or artist within the Event unless a Firework/Pyrotechnic Addendum is hereto and signed by the Parties.

(d) **Construction of Temporary Structures.** The Event shall be allowed to place

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

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

(i) 2023 Event.

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

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

(ii) 2024 Event.

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

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

(iii) 2025 Event.

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

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

(g) **Permits, Licenses and Approvals.** Producer shall be required to obtain all

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

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

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

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

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

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

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

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

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

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

(i) **Formal NFPA 101 Life Safety Evaluation/Plan**. This Plan shall be completed by a Fire Protection Engineer or Crowd Management Expert approved by the Office of the Fire Marshall and submitted to the Office of the Fire Marshall. An initial submission date shall be no later than seventy-five (75) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to Load-in for the Event. In 2023 however this timeline shall be modified to the initial submission shall be by August 7, 2023, and the Final Plan must be approved by August 30, 2023. This Plan shall include no less than the assessments of safety measures and conditions outlined in the adopted edition of NFPA 101 Life safety Code, including, but not limited to:

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

(ii) **Medical Plan.** This Plan shall be submitted to the Ocean City Fire Department (“OCFD”)/Emergency Management Services (“EMS”) through Town’s Private Event Coordinator. An initial submission date shall be no later than seventy-five (75) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to Load-in for the Event. In 2023 however this timeline shall be modified to the initial submission shall be by August 7, 2023 and the Final Plan must be approved by August 30, 2023. A Medical Plan shall include no less (at the discretion OCFD/EMS) the general safety procedures that will be used during the Event, including Event description, medical provisions, medical aid, aid stations, ambulances, communications, map, public communications, resources, equipment, daily staffing assignments and operational guidelines and any special considerations needed. Town EMS shall have radio frequency and ear pieces of the Event’s private security.

(iii) **Security Plan.** This Plan shall be submitted to Ocean City Police Department (“OCPD”) through Town’s Private Event Coordinator. An initial submission date shall be no later than seventy-five (75) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to the Load-in for the Event. In 2023 however this timeline shall be modified to the initial submission shall be by August 1, 2023 and the Final Plan must be approved by August 30, 2023. A Security Plan shall include no less (at the discretion OCPD) than a risk assessment, security measures, screening/checkpoints, emergency plans created for specific risks perceived resources, equipment, daily staffing assignments, operational guidelines, crowd management training and assignments and crowd management plans and activities.

(iv) **Overall Operations Plan.** This Plan shall be submitted to Town’s Private Event Coordinator. An initial submission date shall be no later than seventy-five (75) days prior to Load-in for the Event. A Final Plan, approved by Town, must be completed no later than thirty (30) days prior to Load-in for the Event. In 2023 however this timeline shall be modified to the initial submission shall be by August 7, 2023 and the Final Plan must be approved by August 30, 2023. An Overall Operations Plans shall include no less than an Event description, key contacts, commitment to health and safety, contractor management, risk management, and all other supporting operations documentation.

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

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

(o) **Fines and Change Fees**

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

a. **Initial Plan Submission Failure**: Failure of Producer to submit any initial Plan within seventy-five (75) days prior to the Event shall result in Producer being assessed the sum of Five Hundred Dollars (\$500.00) per day until all initial Plans have been submitted. In 2023 however this deadline shall be August 10, 2023. Any payment(s) due under this subsection shall be paid by Producer at the time of submission of the delayed Plans. The Plans will not be reviewed/accepted by Town until payment is received.

b. **Final Plan Timely Submission Failure**: Failure of Producer to submit any complete and accurate Final Plan within thirty days (30) days prior to the Event shall result in Producer being assessed the sum of Two Thousand Dollars (\$2000.00) per day until all complete and accurate Final Plans have been submitted. In 2023 however this deadline shall be August 30, 2023. Any payment(s) due under this subsection shall be paid by Producer at the time of submission of the delayed Plans. The Plans will not be reviewed/accepted by Town until payment is received.

(ii) **Town Review**. Town will review and provide comment and notification for modification, corrections, additions or deletion to each Plan received within thirty (30) days of submission (and payment of any applicable penalty). In 2023 however this deadline shall be no later than 21 days from submission. It is solely the responsibility of Producer to make the necessary changes based upon Town's comments and notifications timely.

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

a. Greater than sixty (60) days prior to the Event - \$75.00 for the first change and \$100.00 for every additional change after the first but prior to sixty days from the Event. In 2023 however this shall not be applicable;

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

applicable.

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

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

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

3. **Fees and Costs.**

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

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

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

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

(ii) For 2024 and 2025 Events, the Usage Fee shall be determined as per Town's Policy and Procedures related to Private Events existing at that time. Town shall disclose Usage Fee for review by Producer no less than One Hundred Twenty (120) days prior to the Event start. The actual Usage Fee invoice shall be submitted to Producer seventy-five (75) days prior to the Event start. This fee is for and in consideration of Town's grant of the use of the Event Space/Facilities for conduction the Event and the Permitted Uses, Producer agrees to pay Town the sum as invoices, following submittal of the Private Event Application by check or credit card, on or before the close of business thirty (30) days post-invoice. The Usage Fee shall be paid directly to Town.

(d) **Town Services Payment.** Other than the "Fees" identified above and the trailer fee below, there shall not be Town Services fees unless there are Emergency Conditions. Any amount Town incurs related to "Emergency Conditions" (defined below) as rendered by Town or by any other municipal, county or state agency and billed to Town, which shall be the sole responsibility of Producer. In the event of an "Emergency Condition" (as defined herein), Producer shall be responsible for the actual costs associated with all of the services rendered by Town or by any other municipal, county or state agency and billed to Town, as required to ensure public safety at the Event. "Emergency Conditions" shall mean conditions and circumstances which involve a high likelihood of personal injury or death and/or property damage, such that the concern for public safety requires the deployment of resources and manpower significantly exceeding those initially anticipated. "Emergency Conditions" include, but are not necessarily

limited to, severe weather (floods, tornados, hurricanes, tsunami), civil unrest, unruly crowds, riot, safety emergencies, terrorism, and COVID. Payment by Producer for the Emergency Conditions costs as defined above, if any, shall be due and payable by Producer to Town within ten (10) days of Producer receiving an accounting of said Emergency Condition Costs, without setoff of deduction. Town shall prepare said accounting of the Emergency Condition Costs, if any, no later than ten (10) business days post-Event.

(e) **Ticket Sales.** In 2023 the Town shall not receive any portion of the ticket sales from the Event. In each year thereafter, in addition to the Usage Fee, Promoter shall pay to Town the sum of **Two and 00/100 Dollars (\$2.00)** per ticket for every ticket sold regardless of the type of ticket. The number of tickets sold shall be determined by Promoter's audit (the "Audit"), and shall include tickets of every type (i.e., single day, entire weekend, etc.) that are sold, but shall not include complimentary tickets or tickets given to artists or sponsors by Promoter or tickets which are refunded. Promoters agrees that it shall provide Town no later than twenty (20) days after the last day of the Event each year (for example in 2024, October ____, 2024) the Audit which shall be certified by an officer of Promoter to be true and accurate and signed under the penalties of perjury. All payments due to Town as provided for herein shall be based upon the final Audit, and shall be made no later than ten (10) days following the production of the Audit by Promoter to Town each year, by certified check or bank wire, without previous demand therefor and without any offset or deduction whatsoever. If, after such Audit, any tickets are subsequently refunded, Town will refund the amounts paid with respect to such refunded tickets.

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

4. Security, Medical & Crowd Management.

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

(b) **Attendee Count.** Producer shall have a system in place and approved as part of the

Plans above, wherein at all times it can provide to Town accurate, onsite attendee counts and adhere to capacities set as maximum occupancy by Town. This shall include but not be limited to the ability to identify to Town at any time the number of people inside the Event space at any given time.

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

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

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

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

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

5. **Temporary Signage**. Producer shall have the right to temporary signage in and around the immediate vicinity of all areas of the Event Area for the purposes of Event way-finding, marketing, promotional and related uses (collectively, "Temporary Event Signage"). Producer is entitled to grant marketing, promotional, and related rights to third parties for Temporary Event Signage at the Event within the Facilities. The placement of any Temporary Event Signage and the conduct of any promotions and related activities within the Facilities, including but not limited to, promoting and/or marketing of a specific promotional or marketing platform or initiative within any product or service category, shall be in Producer's sole and absolute discretion but shall at all times comply with all Town policies. At no time shall there be any advertisement which relate to drugs, sex, tobacco, cannabis, CBD, or vaping. Alcohol or gambling signage is permissible provided no message encourages the act of gambling or promotes the consumption of alcohol. All Temporary Signage shall be removed by no later than 8:00 am Monday, September 18, 2023. Any damage

caused by the installation and/or removal of such Temporary Signage, or the reimbursement to Town relating to said damage, shall be the sole responsibility of Producer.

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

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

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

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

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

10. **Lost Articles.** Subject to applicable laws, Producer shall have the sole right to collect and have custody of articles left in the Event Space/Facilities by persons attending the Event. Producer shall use reasonable efforts to return such property to the rightful owners in accordance with applicable laws. Persons in Town employ shall not interfere with the collection or custody of such articles.

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

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

13. **PRODUCER PARTIES INDEMNIFICATION.**

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

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

PRODUCER PARTIES SHALL BE DEFINED, FOR PURPOSES OF THIS SECTION, COLLECTIVELY AS FOLLOWS: PRODUCER AND ITS PARENTS, SUBCONTRACTORS, MEMBERS, PARTNERS, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AND ALL PERSONS PROVIDING ENTERTAINMENT AT OR SERVICES TO OR THROUGH PRODUCER WITH REGARD TO PREPARATION FOR AND CONDUCT OF THE EVENT.

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

14. Insurance Requirements.

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

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

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

(iii) Commercial Automobile Liability insurance covering bodily injury (and

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

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

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

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

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

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

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

16. **Force Majeure Event.** For purposes of this Agreement, the term "Force Majeure Event" shall be defined as the occurrence of any of the following (to the extent the same is not reasonably foreseeable at the time of drafting the within Agreement): an act of God, war, terrorism, civil commotion, casualty, extreme weather conditions, epidemics/pandemics, labor

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

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

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

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

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

Terence J. McGean, PE
City Manager

Town of Ocean Town
301 N. Baltimore Ave.
Ocean City, MD 21842
Phone #: 410-289-8887 or

E-mail address: tmcgean@oceancitymd.gov

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

Tom Perlozzo,
Director of Tourism and Business Development

Town of Ocean Town
301 N. Baltimore Ave.
Ocean City, MD 21842
Phone #: 443-235-2356
E-mail address: tperlozzo@oceancitymd.gov

Heather Stansbury, Esq.
City Solicitor's Office

6200 Coastal Hwy, Suite 200
Ocean City, MD 21842
Phone #: 410-723-1400
E-mail address: hstansbury@ajgalaw.com

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

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

Town:

Police Chief: Ross Buzzuro
E-mail address: policechief@oceancitymd.gov

Fire Marshall: Josh Bunting
E-mail address: JBunting@oceancitymd.gov

Fire Chief: Rich Bowers
E-mail address: RBowers@oceancitymd.gov

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

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

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

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

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

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

21. **Default.** Each of the following shall constitute a default: (i) a Party makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (ii) a Party files a voluntary petition in bankruptcy, whether for the purpose of seeking a reorganization or otherwise, (iii) a receiver or trustee is appointed for a Party or its property, (iv) execution is issued pursuant to a judgment rendered against a Party, which judgment is related in any material respect to this Agreement or is reasonably expected to materially interfere with such Party's ability to perform its obligations hereunder, (v) a Party materially breaches any representation or warranty or defaults in the performance or observance of any of its material obligations or agreements contained herein. In the event of a material default, the non-defaulting Party may, upon delivering by personal delivery or certified mail to the defaulting Party, immediately terminate this Agreement and all of the non-defaulting Party's obligations hereunder if the defaulting Party fails to cure such default within ten (10) business days of receipt of such notice or in the event that such default occurs less than ten (10) business days prior to the Event, such shorter period of time as may be reasonable under the circumstances, or such shorter period if the Event is scheduled to occur sooner; provided, that such default is capable of being cured and, provided, further, that if the defaulting Party has commenced action to cure such default, it shall be given a reasonable amount of additional time prior to the

Event, if any, to complete such cure.

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

23. **Other Provisions.**

(a) **Modification.** This Agreement may not be modified, altered or amended except by a written instrument signed by the Parties hereto. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. No course of dealing or delay by any Party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that Party, and no waiver by a Party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

(b) **Governing Law/Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and to be performed wholly therein without regard to any principles of conflicts of laws. The Circuit Court of Worcester County, Maryland shall at all times have exclusive jurisdiction.

(c) **Independent Contractor.** The Parties to this Agreement are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. No Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party except as expressly set forth in this Agreement.

(d) No questions of interpretation concerning this Agreement shall be construed for or against any Party based on the consideration of authorship.

(e) **Complete Agreement.** This Agreement embodies the entire agreement and understanding of the Party with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 5th day of September 2023.

WITNESS:



Diana Chavis, City Clerk

Mayor and City Council of Ocean City

By: 

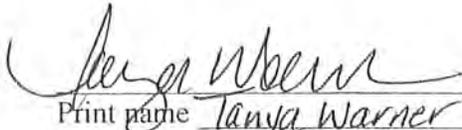
Terence J. McGean, PE
City Manager



OC JAMS, LLC

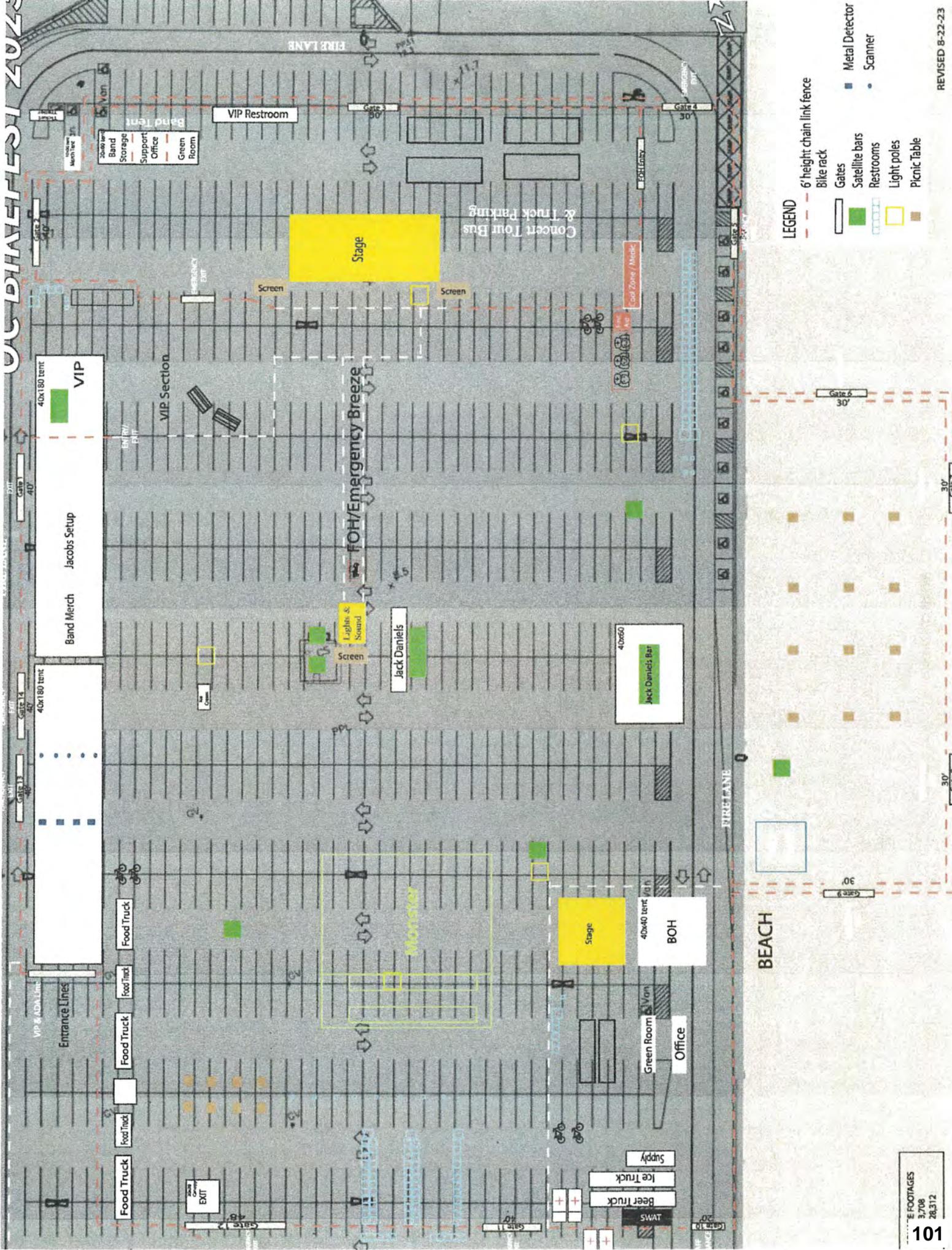
By: 

Kathy Michael



Print name Tanya Warner
OC JAMS, LLC Representative

EXHIBIT A
EVENT AREA



LEGEND

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



OCEAN CITY FIRE DEPARTMENT
OFFICE OF THE FIRE MARSHAL

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

Bikefest

Fireworks Display Permit

PERMIT NO. 23-60000157

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

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

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

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

Company Providing Fireworks Pyrotek Special Effects, Inc

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

Resolution 2002-07 Permit Fee: \$250.00

Permit Date Expiration: 9/15/2023

Permit Issued To: Jennifer Nelson/Kathy Michael Phone # 443-869-0640
289-301-5322

Address: 60 Renfrew Dr., Suite 260, Markham Ontario L3R 0E1
1440 Edgewood Ave, Unit 405, Mukwonago, WI 53149

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

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

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

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

Applicants Signature [Signature] Date _____

Signature of Fire Official Joseph Sexauer Digitally signed by Joseph Sexauer
Date: 2023.08.02 08:47:47 -0400 Date _____

Revised 7/14/09



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.G

Council Meeting February 11, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Richie Bowers, Fire Chief
RE: OCFD Quarterly Report
DATE: February 4, 2025

ISSUE(S): OCFD 4th Quarter Report

SUMMARY: The Ocean City Fire Department is pleased to present its quarterly report to the Mayor and City Council. The Fire Chief and Command Staff will provide an overview of operations, administration, significant highlights, calls for service, recruitment efforts, training, overtime analysis and strategic goals for the upcoming fiscal quarters.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Richie Bowers, Fire Chief; Chris Shaffer, Fire/EMS Assistant Chief

COORDINATED WITH: OCFC Staff; City Manager McGean

ATTACHMENT(S): 1. OCFD 4TH QTR. POWERPOINT.pptx

Ocean City Fire Department



4th Quarter Report



Presented By:
Richard R. Bowers
Fire Chief



Overview



This report presents a comprehensive summary of the Ocean City Fire Department's Operations over the past quarter, and year highlighting our proactive approach to public safety, effective resource management, and dedicated community service.



Operations & Administration

Significant Incidents

Department Highlights

Overtime Analysis

Strategic Goals for the upcoming quarter

Significant Incident Highlights

October

- Three separate water rescues where OCFD swimmers assisted OCBP with 4 rescues.
- Out of crews on the 30th, building fire in Box Area 3

November

- Pedestrian struck on Route. 611 near Landings Blvd. (fatal)
- Structure Fire on 14th Street, out of crews.
- Pediatric cardiac arrest, transport to AGH
- Structure Fire on Twin Tree Rd, out of crews
- (4) mutual aid structure fires in neighboring districts we assisted on

December

- Long fall, transport to Shock Trauma via MSP aviation command
- Building fire in Box 6
- Cardiac arrest at Winterfest at NSP- ROSC
- Dive incident at NSP with the stroller in the water
- Pedestrian struck at 92nd Street, trauma arrest transport to AGH
- MVC with a scooter on Rt. 50 bridge, patient flown to Shock Trauma via MSP aviation command
- Residential structure fire in Box 5 on Christmas Eve.
- MVC with rescue Christmas Eve box 5- out of crews
- Assisted Berlin with 2 residential structure fires





Calls For Service By Nature Code

October 1 through December 31, 2024



Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Nature Code	Rpt Only	Self Init	CFS	Total	% Total
ACCIDENT WITH INJURIES	0	0	2	2	0%	STROKE OR CVA	0	0	16	16	2%
EMERGENCY MANAGEMENT	0	1	0	1	0%	TRAUMATIC INJURY	0	4	19	23	2%
OCFD PUBLIC EDUCATION	0	3	1	4	0%	UNCONSCIOUS	0	0	55	55	5%
Subtotals for No Summary Code	0	4	3	7	1%	UNKNOWN PROBLEM	0	1	32	33	3%
ABDOMINAL PAIN	0	1	15	16	2%	WATER RESCUE OR	0	0	6	6	1%
ABNORMAL PSYCHIATRIC	0	0	5	5	0%	Subtotals for EMS	0	45	780	825	78%
ACCIDENT WITH INJURIES	0	5	16	21	2%	BRUSH FIRE	0	0	5	5	0%
ALLERGIC REACTION	0	0	8	8	1%	ELECTRICAL HAZARD	0	0	3	3	0%
ANIMAL BITE OR ATTACK	0	0	1	1	0%	ELEVATOR RESCUE	0	0	12	12	1%
ASSAULT SEXUAL ASSAULT	0	2	18	20	2%	FIRE ALARM	0	1	134	135	13%
ATTENDED OR UNATTENDED	0	0	3	3	0%	FIRE PUBLIC SERVICE	0	5	12	17	2%
BACK PAIN	0	1	15	16	2%	FIRE/ODOR	0	0	9	9	1%
BREATHING PROBLEM	0	0	40	40	4%	GAS LEAK	0	0	11	11	1%
BURNS	0	0	1	1	0%	LANDING ZONE	0	0	2	2	0%
CARDIAC OR RESPIRATORY	0	0	6	6	1%	LIQUID SPILL	0	0	1	1	0%
CHEST PAIN	0	1	31	32	3%	LOCKOUT WITH	0	1	3	4	0%
CHOKING	0	0	1	1	0%	STRUCTURE FIRE	0	0	23	23	2%
CONVULSIONS OR SEIZURES	0	0	27	27	3%	Subtotals for FIRE	0	7	215	222	21%
DIABETIC PROBLEM	0	0	9	9	1%	Grand Totals	0	56	998	1054	100%
EMS PUBLIC SERVICE CALL	0	2	97	99	9%						
FALLS	0	4	125	129	12%						
HEADACHE	0	0	1	1	0%						
HEART PROBLEM	0	0	16	16	2%						
HEMORRHAGE	0	5	19	24	2%						
INTERFACILITY TRANSFER	0	1	31	32	3%						
MOBILE INTEGRATED HEALTH	0	12	2	14	1%						
OVERDOSE	0	2	27	29	3%						
PREGNANCY PROBLEM	0	0	1	1	0%						
PRESUMED DEAD ON ARRIVAL	0	0	1	1	0%						
REPORT OF SUICIDAL PERSON	0	0	1	1	0%						
SICK PERSON	0	4	133	137	13%						
STABBING OR GUNSHOT TRAUMA	0	0	2	2	0%						



Calls For Service By Nature Code

January 1 through December 31, 2024



Nature Code	Rpt Only	Self Init	CFS	Total	% Total
ACCIDENT WITH INJURIES	0	1	3	4	0%
EMERGENCY MANAGEMENT	0	1	2	3	0%
OCFD PUBLIC EDUCATION	0	15	3	18	0%
Subtotals for No Summary Code	0	17	8	25	0%
OCFD PUBLIC EDUCATION	0	0	1	1	0%
Subtotals for AFC	0	0	1	1	0%
ABDOMINAL PAIN	0	1	66	67	1%
ABNORMAL PSYCHIATRIC	0	2	26	28	0%
ACCIDENT HIT RUN INJURIES	0	0	1	1	0%
ACCIDENT WITH INJURIES	0	22	165	187	3%
ALLERGIC REACTION	0	3	58	61	1%
ANIMAL BITE OR ATTACK	0	1	6	7	0%
ASSAULT SEXUAL ASSAULT	0	25	100	125	2%
ATTENDED OR UNATTENDED	0	0	7	7	0%
BACK PAIN	0	3	39	42	1%
BREATHING PROBLEM	0	8	218	226	4%
BURNS	0	0	3	3	0%
BURNS EXPLOSION	0	0	1	1	0%
CARBON MONOXIDE EXPOSURE	0	0	1	1	0%
CARDIAC OR RESPIRATORY	0	0	42	42	1%
CHEST PAIN	0	10	147	157	3%
CHOKING	0	0	8	8	0%
CONVULSIONS OR SEIZURES	0	4	182	186	3%
DIABETIC PROBLEM	0	6	64	70	1%
ECD DEPLOYMENT	0	5	2	7	0%
EMS PUBLIC SERVICE CALL	0	10	372	382	6%
EYE PROBLEMS INJURIES	0	0	4	4	0%
FALLS	0	22	635	657	11%
HEADACHE	0	0	5	5	0%
HEART PROBLEM	0	3	94	97	2%
HEAT OR COLD EXPOSURE	0	3	21	24	0%
HEMORRHAGE	0	19	148	167	3%
INTERFACILITY TRANSFER	0	1	106	107	2%
MOBILE INTEGRATED HEALTH	0	64	12	76	1%

Nature Code	Rpt Only	Self Init	CFS	Total	% Total
NON EMERGENCY	0	1	0	1	0%
OVERDOSE	0	23	153	176	3%
PREGNANCY	0	0	19	19	0%
PRESUMED DEAD	0	0	8	8	0%
REPORT OF	0	0	3	3	0%
SICK PERSON	0	49	826	875	15%
STABBING OR	0	0	2	2	0%
STROKE OR CVA	0	1	70	71	1%
TRAUMATIC INJURY	0	41	260	301	5%
UNCONSCIOUS	0	8	262	270	5%
UNCONSCIOUS	0	8	111	119	2%
UNKNOWN	0	2	114	116	2%
WATER RESCUE	0	0	31	31	1%
Subtotals for EMS	0	345	4392	4737	79%
BRUSH FIRE	0	0	28	28	0%
CARBON	0	0	26	26	0%
ELECTRICAL	0	1	17	18	0%
ELEVATOR	0	2	95	97	2%
ENTRAPMENT	0	0	5	5	0%
FIRE - UNKNOWN	0	0	7	7	0%
FIRE ALARM	0	8	695	703	12%
FIRE PUBLIC	0	32	65	97	2%
FIRE/ODOR	0	0	30	30	1%
GAS LEAK	0	2	41	43	1%
LANDING ZONE	0	0	24	24	0%
LIQUID SPILL	0	2	8	10	0%
LOCKOUT WITH	0	3	20	23	0%
MUTUAL AID	0	3	2	5	0%
STRUCTURE FIRE	0	0	78	78	1%
TRASH FIRE	0	1	25	26	0%
UTILITY POLE FIRE	0	0	4	4	0%
VEHICLE FIRE	0	0	3	3	0%
Subtotals for FIRE	0	54	1173	1227	20%
Grand Totals	0	416	5574	5990	100%

Fourth Quarter

Calls For Service

October 1, through December 31, 2024



385

473

Non-Transports



72

169

Fire Incidents



5

1104

TOTAL CALLS EMS (TRANSPORTS AND NON- TRANSPORTS)
& FIRE 10/1/24 THROUGH 12/31/24

Out of Unit Status



»»» 2024

Year totals: 10

»»» 2023

Year Totals: 10

»»» 2022

Year Totals: 18

»»» 2021

Year Totals: 27

PART-TIME HIRING



Testing Processes

Testing process pending based on number of applications received



Roster

April 2024: 37 part-time
June 2024: 32 part-time
October 9, 2024: 41 part-time
December 2024: 40 part-time
(not including the EMT Recruit Class)



EMT Recruit School

EMT Recruit School now at 8 personnel

TRAINING HIGHLIGHTS

Career

165 training events
1169 hours

Volunteer

165 training events
400 hours

Vehicle Rescue training

Training for all four career shifts and volunteer training drill nights
61 Full time personnel and 31 volunteers participating.

High rise firefighting training

Training for all four career shifts and a volunteer training drill nights
with 62 full time personnel and 20 volunteers participating.

Medical Emergency training

EMS Protocol review (ALS and BLS), cardiac monitor review
Duel sequential defibrillation and vector changes.
Ultrasound ,practical medical, and trauma scenarios
65 career personnel attended this training.

OCFD EMT Recruit School

584 hours of training has been provided in this quarter.





FIRE MARSHAL OFFICE UPDATES October 1 through December 31, 2024

ISO

- Completed coordination of ISO review

BOMB SQUAD

- DFM Riley Scott completion of FBI Hazardous Device School
- Bringing Certified Bomb Techs up to FBI Target Staffing Level (5)
- Bomb Squad X-ray replacement funds approved

RENTAL LICENSE

- Rental License Inspection Program under implementation

SPECIAL EVENTS

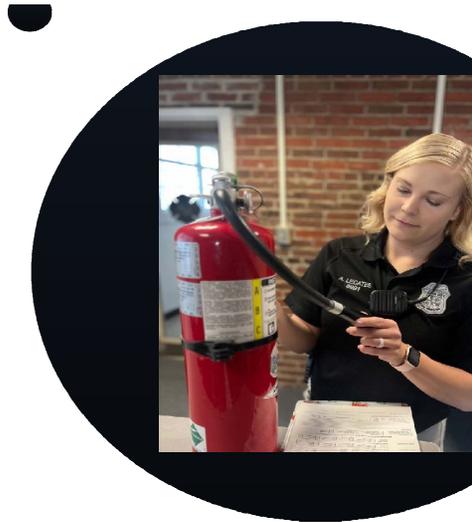
- Successfully wrapped up fall special events

POLICE ACADEMY

- (2) DFM's started Police Academy
- Completed required in-service training

SPECIAL ASSIGNMENT

- Dc Bunting named to Governor's workgroup on high-rise fire safety.



OVERTIME TOP 4 PROJECT CODES

October 1 through December 31, 2024

	2024	2025	% CHANGE
Contractual	1507.5	1326	-12.84
Call Outs	1127	1484	+31.68
Workers Comp.	192	168	-12.5
No part-time availability	1249.2	346	-72.3
TOTAL	4075.75	3324	-18.44

OVERTIME BUDGETED TO ACTUAL

OVERTIME BUDGETED TO ACUTAL

Month	Budget	Actual	Under/(Over)	
July	45,199	31,462	13,737	
August	81,359	130,747	(49,388)	
September	117,518	89,966	27,552	(8,099)
October	90,399	89,241	1,158	
November	63,279	58,126	5,153	
December	81,359	68,596	12,763	19,073
January	99,438		99,438	
February	54,239		54,239	
March	54,239		54,239	
April	36,159		36,159	
May	63,279		63,279	
June	117,518		117,518	
	903,985	468,138	435,847	

Medicaid

Reimbursement

ESPP

FY 22

\$527,297.71

FY 23

\$485,103.64

FY 24

\$493,187.00

TOTAL YTD

\$1,505,588.30

Quarterly Strategic Initiative



OVERTIME ANALYSIS



FINAL ISO REPORT



CONSTRUCTION OF TWO NEW
PIERCE PARAMEDIC ENGINES



MIDTOWN STATION 3
Operational

October 27, 2024

Thank You



Questions

Thank You

