



MAYOR AND CITY COUNCIL

REGULAR MEETING Monday, August 18, 2025 - 6:00 PM

AGENDA

- 1. CALL TO ORDER**
- 2. PRAYER AND PLEDGE**
- 3. CLOSED SESSION NOTICE AND REPORT**
 - A. Closed Session Notice and Report - Monday, August 18, 2025, 5:45 - 6:00 PM to discuss Personnel Matters
- 4. ITEMS PRESENTED BY THE MAYOR AND CITY COUNCIL**
- 5. CONSENT AGENDA**
 - A. Request to Approve Minutes
 1. Work Session dated August 12, 2025
 - B. Acknowledgement of Standing Committee Reports
 1. Tourism Commission - August 11
 2. Transportation Committee - August 12
 - C. Acknowledgement of Standing Committee Draft Agendas
 1. Pension Committee - August 20
 2. Motor Event Task Force - September 3
 - D. Private Event Approval Request for Red Knights Parade of Brothers Boardwalk Ride - September 11, 2025
- 6. STANDING COMMITTEE REPORT WITH RECOMMENDATION**
 - A. Standing Committee Report with Recommendation
 1. Police Commission - August 11
- 7. MISCELLANEOUS REPORTS AND PRESENTATIONS**
- 8. PUBLIC HEARINGS**
- 9. ITEMS REFERRED TO AND PRESENTATIONS FROM THE CITY MANAGER AND STAFF**
- 10. ITEMS REFERRED TO AND PRESENTATIONS FROM THE CITY SOLICITOR**
 - A. Second Reading - Ordinance 2025-19 to Amend Chapter 34, Entitled Fire Prevention and Protection (code clean-up; revise fire marshal salary language)

- B. First Reading - Ordinance 2025-20 to Adopt FY25 Budget Amendment #2 (as presented on August 12 Work Session)
- C. First Reading - Ordinance 2025-21 to Amend Chapter 34, Fire Prevention and Protection (as approved on July 29 to coincide with Maryland State Fire Code NFPA1 and 101 Changes)
- D. First Reading - Ordinance 2025-22 to Amend Chapter 39, Article III, Beach Photographers Franchise (as reviewed at the August 12 Work Session)
- E. First Reading - Ordinance 2025-23 to Adopt a Mutual Aid Agreement with the Worcester County Commissioners and the Worcester County Sheriff's Office (reciprocal mutual aid among the Sheriff's Office and the Ocean City Police Department)
- F. First Reading - Ordinance 2025-24 to Adopt a Mutual Aid Agreement with Law Enforcement Agencies in Worcester County (reciprocal mutual aid agreement among multiple law enforcement agencies)
- G. Resolution 2025-18 to Authorize the Disposition of Surplus Personal Property
- H. Resolution 2025-19 Establishing the Periods and Times Bicycles, Class 1 Electric Bicycles, Pushcarts and EPAMDS may be Operated on the Boardwalk (to permit midnight to noon from Saturday of Memorial Day weekend through Labor Day)
- I. Resolution 2025-20 Declaring Mayor and Council Intent to Reimburse Expenditures to be Incurred with Respect to Certain Projects or Programs with Proceeds of Debt to be Issued by the Mayor and City Council (not to exceed \$2,130,000 for the 14th Street water treatment plant emergency generator and Service Center renovations)
- J. Traffic Regulation 2025-01 to Grant the White Marlin Open to use 30 feet of parking along Jacqueline Avenue between 14th and 15th Street (corrects dates referenced in Traffic Regulation 2024-01 and extends approval through 2030)

11. COMMENTS FROM THE PUBLIC

- A. Comments from the Public Any person who may wish to speak on any matter at the Regular Meeting may be heard during Comments from the Public for a period of five (5) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the subject on which he or she wishes to speak.

12. COMMENTS FROM THE CITY MANAGER

- A. Comments from the City Manager
 - A. Review of August 26, 2025, draft Work Session agenda
 - B. Department Activity Report

13. COMMENTS FROM THE MAYOR AND CITY COUNCIL

- A. Comments from the Mayor and Council

14. ADJOURN



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 3.A
Council Meeting August 18, 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: August 11, 2025

ISSUE(S): Closed Session Notice and Report

SUMMARY: A Mayor and Council closed session is scheduled for Monday, August 18, 2025, at 5:45 PM to discuss personnel matters.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



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ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S):
1. Closed Session Notice 8.18.25.doc
2. Closed Session Report 8.18.25.doc

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

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

DATE AND TIME:	Monday, August 18, 2025	5:45 PM – 6:00 PM
PLACE:	City Hall	
SUBJECT:	Personnel Matters	
VOTE:	UNANIMOUS	
	OTHER:	FOR: _____
		AGAINST: _____
		ABSTAIN: _____
		ABSENT: _____

PURPOSES:

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

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

Citation	Topic	Reason for closed session discussion of topic
§3-305(b)1	Board candidate interview	Protect applicant personal data

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

Prior to the open session of the Mayor and City Council being held on Monday, August 18, 2025, at 6:00 PM, a closed session was held on Monday, August 18, 2025, at 5:45 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: Personnel 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
City Solicitor Heather Stansbury
Planning and Zoning Commission Candidate

Action(s) taken:

Motion to close meeting:

End Time:



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.A
Council Meeting August 18, 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: August 11, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Work Session dated August 12, 2025

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve minutes.



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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 August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Standing Committee Reports
DATE: August 11, 2025

ISSUE(S): Acknowledgement of Standing Committee Reports

SUMMARY: 1. Tourism Commission - August 11
2. Transportation Committee - August 12

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



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ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. 2025-08-11 Tourism Commission Minutes.docx
2. 2025-08-12 Transportation Committee Minutes.pdf



Tourism Commission Meeting Minutes

August 11, 2025

Convention Center Board Room 214 - 1:00 pm

The following individuals were in attendance:

Commission and Voting Members – Tourism Commission Chair and Council President, Matt James; Councilman Will Savage; Voting Members Sal Fasano, OC Chamber of Commerce; Joe Wilson, OCDC; Ruth Waters, HMRA; **Absent:** Mayor Meehan; Councilman John Gehrig.

Staff Members Present – Terry McGean, City Manager; Tom Perlozzo, Director of Tourism; Brenda Moore, Special Events; Fiona O'Brien, Kathryn Bethard, Marketing & Communications; Kim Mueller, Director of Sales; Nicole Olson, CVB; Chip Woytowitz, Ashley Johnson, Tourism Sales; Leslie Raven, Tourism & Business Development.

Also present: Susan Jones, HMRA; Amy Thompson, OC Chamber of Commerce; Zach Bankert, OCDC; Rina Thaler, Crystal Collins, Art League of Ocean City; Bethany Hooper, OC Today-The Dispatch.

Tourism Commission Chair and Council President Matt James called the meeting to order at 1:00 pm.

APPROVAL OF MINUTES.

MOTION to approve Minutes from June 9, 2025 Tourism Commission meeting was made by Voting Member Sal Fasano and seconded by Voting Member Joe Wilson. The vote was unanimous (5-0) with Mayor Meehan and Councilman John Gehrig absent.

ZARTICO PACING REPORT PRESENTATION By Bill Obreiter, VP Destinations, Zartico

Zartico is a data science company that helps understand the tourism economy's impact using big data sets like movement data from cell phone devices, credit card data, and lodging data.

Bill Obreiter, VP Destinations, Zartico, began a slide show presentation beginning with:

Hotel Data Set:

- Data set includes transactional hotels and short-term vacation rentals. Independent hotels and B&Bs with breakfasts are not included.
 - Hotels: Chain hotels that distribute through Amadeus.
 - Vacation rentals: Almost 2800 direct source properties (Airbnb and VRBO).
- Overall, in the market, there are 7273 vacation rentals (combination of Airbnb's and VRBO's) which allows us to compare paid occupancy with availability—two very different things when it comes to rental properties. 2800 direct source properties give cleanest professional numbers for vacation rentals.
- Pacing is hotel performance in the future.
- Revenue is the revenue from the sample size being measured. Doesn't include total revenue collected.
- Pacing is a leading indicator of chain hotel performance.

Performance

- Final numbers for lodging for the White Marlin Open and the weekend after will be in on Wednesday or Thursday of this week. August 1st update will look at the entire historical as well as future Ocean City as of August 1st.

Revenue Performance in July

- Slight increase in overall revenue when adding vacation rental and hotel revenue. Solid line represents revenue performance by day for 2025, and dotted lines represent 2024.
 - Red = vacation rental.



- Blue = chain hotels.
- 90% occupancy for paid occupancy is almost unheard of for chain hotels for entire month. Usually, comp rooms, people using points, rooms out of service, rainy days affect occupancy but this is absolute 90% paid occupancy. Will see that percentage for events like Oceans Calling but not for one month.
- Weather for the month was about the same as last year.
- Occupancy grew by three points versus last year for July.
- Took a slight hit on ADR (average daily rate) versus last year, but still at \$364 which is very, very strong.
- The rate actually went up from \$355 to \$364 during the month. Did drop from \$370 to \$364 from last year.
- Overall, revenue collections are up.
- RevPAR is up for July. Good July

July Competitive vs. Comparison

- Ocean City was 6% higher than the entire comp set (Outer Banks, North Carolina, Virginia Beach, Myrtle Beach, Cape May, and Sussex County, Delaware). Looking at a blended comp set. -- means Ocean city vs. comp set averaged together.
 - Ocean City occupancy: 89%. 6% higher than comp set.
 - Competitive occupancy: 84% for hotels.
 - Ocean City occupancy: 66% for vacation rentals.
 - Competitive occupancy: 64% for vacation rentals. Paid occupancy for vacation rentals means someone is paying taxes to OC to stay in that rental. OBX is thrown off because homes in OBX, Myrtle Beach have bigger, 10-room homes (very common) and is a different type of inventory.
- Average stay value is a calculation of how long someone stays times the rate that they pay for that stay across the entire destination. Average hotel stay for hotels was almost \$1,000 (before tax, before parking, before room services; before other amenities). It's 46% higher those hotel units than the comp set. Outpacing competitors, but suffering a little bit on the vacation rentals.

July Feeder Market Analysis -Where People are Coming From & Comparing to Feeder Markets to Comp Set

- Baltimore/Wash. represented 19% of the hotel revenue for Ocean City for July. Baltimore represents 17% for Southern DE; 11% for Myrtle Beach; 10% for OBX and 10% for VA Beach.
- Ocean City is the market share leader for beach destinations within the comp set for Baltimore market for July.
- Washington D.C. is also a major feeder market for Ocean City. OC shares two major feeder markets unlike other destinations. More than half of OBX market share revenue comes from DC and no one else is even close. Feeder Markets heavily dependent on Wash. DC. Market.
- OBX is down. Myrtle Beach 30% of revenue comes from Wash. 30% comes from Delaware. NY revenue 11% market share comes from NY. Myrtle Beach added 5 to 6 daily flights a week to/from NY market and saw 4% increase because of their fly/drive customer.

Hotel Feeder Markets Performance for OC Compared to Comp Set

- Baltimore was up 5% in market share for July and flat for everyone else. NY up 5%; Myrtle Beach up 4%; NYC is a big golf market with direct air service. OC still outpaces in revenue growth for that market in that time period. Big strides from PHL, Balt NY and DC. See whole lot of flat for everyone else.

August Pacing Performance – How August Compared to August Last Year.

- As of August 1st, the rate (ADR) has dropped a little bit from where it was pacing at the beginning of July (from \$367 to \$346). High demand time periods, longer length of stay and bigger properties tend to sell out further in advance for longer stays. Shorter lengths of stays fill the gap as you get closer to travel date. ADR did drop a little bit but have a few weeks more to make up. Seeing huge increase in revenue.
- A million dollar increase in the sample size of the chain hotels for revenue as of August 1st compared to last year what's on books for same time.



- As of July 1st, forecasting revenue decreased 3% but flipped to increase 1%. Overall blended increase of about 3% of revenue as far as pacing for August.
- RevPAR is up 6% due to increase in Occupancy for the entire month of August.

August RevPAR Performance Compared to Last Year.

- Solid lines represent this year's RevPAR, and dotted lines represent last year's RevPAR.
- RevPar is growing a lot.

White Marlin Open Pacing 2025

- White Marlin Open: Huge gap in RevPAR versus last year.
- Revenue pacing up 13% versus last year for hotels and up 4% versus last year for vacation rentals as of last Monday when the tournament started.
- 90% plus occupancy with still a few days to sell for the week.

September Pacing Performance

- September is struggling, especially the first half of the month.
- Looking at a 2% decrease in hotel revenue.
- Vacation rentals hurting even more for that time period.

Bike Week Pacing Performance

- Bike Week is not doing really well at all.
- ADR down 4%; RevPAR down 15% as of July 1st compared to down 4% ADR and down 9% for RevPAR as of August 1st Paid Occup and Rev for both July and Aug are down.

Oceans Calling Pacing Performance

- Ocean's Calling is doing really well. Still performing up versus last year.
- 62% on paid occupancy with almost 60 days to sell.

Country Calling Pacing Performance-Revenue

- The revenue increase over last year for the same time period is almost double, with almost 90 days to sell.
- All metrics are up, indicating a strong performance.
- Blended occupancy is at 43% on pace, with time to fill it up.

Hotel Demand by Day Insight

- Darker time periods on the calendar view indicate busier times, while lighter areas indicate less busy times.
- This information is shared with restaurants and bars to help them set their schedules based on overnight demand.

Zartico Visitor Journey App. – New Zartico App coming out that will give access to insights you need, right when you need them. Can order a cross-visitation report from any place in your destination. No longer limited to a set number of analyses.

CATCH A RIDE PROGRAM UPDATE PRESENTATION – Darci Bandi, BVK VP Account Director

Catch a Ride Results

- Goals were crushed with 309 million impressions and 124,000 engagements.
- 32,000 people entered the contest, and 57% opted into email communication.
- Tour stops included Baltimore (Brew at the Zoo; Orioles, CFG Arena); Philadelphia (Phillies); D.C. (Washington



Nationals, Chesapeake Baysox and Giant Barbeque Battle).

- There was a 4.2+ million event impression; a 38% increase year over year in impressions.

Catch a Ride Activations Included

- Footprint included a custom keychain making station and head-to-head skee-ball games. “Find the Van” itinerary board was popular.
- Dwell time was around five plus minutes (beat industry average of 2 mins.), with brand ambassadors engaging with people in line.
- A video showcased the mobile tour and its immersive experience resulting in 58,000+ event engagements.

Paid Media Perspective

- Paid media efforts included digital, event sponsorship extensions, MLB partnerships, regional extensions; influencers in destination, public relations, and social media.
- The Catch a Ride website landing page allowed users to create a playlist based on their starting point.
- The sweepstakes package (which included a 3-night/4-day stay, \$1,000 prepared Visa gift card and OCMD Swag Bag) was a key metric. \$32,000+ travelers entered the sweepstakes resulting in a 45% opt-in rate. Paid media drove traffic to it.
- The winner was from New Jersey and is coming on Sunday.

Cheers To 3 Years!

- 772,8353,200 impressions
- 296,982 engagements
- 41,136 contest entries
- 64 smiling winners

Future Leisure Campaign

- The channel mix for summer tactics includes paid social research, TV, out-of-home, and digital tactics.
- TV and out-of-home efforts were concentrated around tent pole events and key markets.
- Digital tactics are flexible and allow for pivoting based on performance.

Top Performing Ads

- A Snapchat filter had 13,704 shares or saves, saved to user’s cameras 3,761 times.
- A video targeted to Millennial moms had three times the click-through rate of normal ads.
- A TikTok carousel ad had a 7.4% click-through rate (CTR) compared to 0.88% CTR for video.
- A new Reddit freeform ad had 2.4 million impressions and a click-through rate of 1.14% which is three times higher than benchmark.

Broadcast preliminary results

- A media partner implemented a destination lift study tracking incremental sales based on BVK advertising. First report, March – May, generated \$281k in observed sales and a 15% lift in people who saw the ad versus those who didn't.
- Expandable rich media unit was most effective format driving a 59% sales lift
- Campaign delivered a 2.05x return on ad spend (ROAS) on this component.

Fall Creative

- Fall creative started on August 1st and focuses on more seasonal specifics such as of food, golf, and other seasonal activities without the water component.
- They will be doing the SMARI ad effectiveness study again this year which will be shown in January.



Incremental Campaigns – Will Focus On:

- **Weather triggered ads:** If there is a whole stretch of sunny days, get the message out to drive markets. This ad performed three times better than normal display ads.
- **Summer Send Off:** Target outside states whose kids are not back in school yet to let them know about the summer sendoff festivities.
- **Callings Restaurant:** Reach out to communities that normally calm down and really spend a lot of money on our restaurants and hotel specials going on, especially during Oceans Calling and Country Calling and share with restaurants and bars to ensure appropriate staffing is provided.

TOURISM and BUSINESS DEVELOPMENT – Tom Perlozzo, Director

Smile Sign/Boardwalk Arch

- The Smile sign is up on Fourth Street creating a social media generator.
- The Boardwalk Arch has been completed and is receiving "rave reviews" from the public.
- There is now a year-round lighting program for different times of the season that can be operated from the Tourism office.

Rte. 50 Bridge Lighting

- A test will be set up at the Convention Center parking lot to determine if State Highway will approve the request to light the Rte. 50 Bridge.
- Funding for the Rte. 50 Bridge and Convention Center exterior lighting comes from deferred revenues, specifically the ticket share from C3.
- There was interest in lighting Rte. 90, but it was not pursued because they "couldn't block off that lane to get to it."

Convention Center Exterior Lighting

- The Convention Center exterior lighting is under contract and expected to be completed in the next 60 days.

CVB Rebrand-Discover Ocean City

- This is not a structural change to the CVB, but an evolution of marketing to gain traction in the business place and elevate Ocean City's voice as a DMO.
- The rebrand is a strategic refinement to improve how Ocean City is positioned, especially since there isn't a sports complex.
- The goal is to generate more revenue and grow the resort on a year-round basis.
- The concept is that planners are confused when they are out there speaking. They want to bring Discover Ocean City to life to represent the CVB meetings, conventions, planners, and tour operators.
- Discover Ocean City will be the CVB while Leisure will still be Ocean City, Maryland's Somewhere to Smile About.
- The rebrand will enhance collaboration with stakeholders and sell recreation and partnerships with hotels.

Membership and Partnerships

- Membership rates are \$400 for Ocean City businesses and \$600 for regional members.
- The focus is on using digital media for all partners and determining the best time of year to do so.
- The internal staff makeup and job responsibilities will be reviewed with potential changes recommended.
- Ocean City businesses will always be the primary focus, but businesses and attractions outside the city limits are needed to make the destination well-rounded.
- The goal is to extend stays by encouraging Meetings and Convention attendees to see everything else Ocean City has to offer.
- The logo will not change; "Discover Ocean City" will likely be added over it. The launch is planned for January 1st.



- The CVB will evaluate and fix how it operates, including the timing of certain activities and outside partnerships.
- Discover Ocean City is more of a partnership than a membership, with a focus on active engagement and marketing co-ops.

OCMD Hospitality Association Rebrand

- The HMRA is rebranding as OCMD Hospitality Association focusing on the 21842 zip code.
- The focus will shift from sales, marketing, and advertising to advocacy, networking, and education.
- A new logo has been created, and D3 is rebuilding the website.

Membership Pricing and Value

- Ocean City businesses pay \$400 per year, while Worcester County businesses pay \$600.
- Businesses on the island get a better deal because their room tax pays the marketing budget.
- The focus is on what visitors are looking for and how to ensure they get what they want.

Sussex County and Partnerships

- Partners in Sussex County are included, and the organization reaches out to partners to fill needs, such as transportation.
- There is currently no third-tier rate for businesses outside the city, but this may change as the organization evolves.
- The partnership with Discover Ocean City will focus on the benefits of getting RFPs, group leads, marketing partnerships, influencer collaborations, and FAM trips.
- Hotels pay \$400 plus \$20 per room.

Leisure Market vs. CVB

- Leisure market is optional and not part of the partnership.
- People coming in for leisure can check rates (via Book Direct) and availability on the OCOcean.com website instead of using online travel agents and hotels paying 15% commission.

Summer Activation Series

- Four key initiatives: enhancing visitor experience, growing partner engagement, driving App downloads, and amplifying the Ocean City 150th Anniversary.
- Pilot program: Suns Out Funs Out Summer Activation Series partnered with companies in Ocean City.
- Nine activation dates started June 2nd.
- Incentivized App downloads by offering Ocean City swag in exchange for downloading the App.
- Total downloads increased from 2,900 to 8,400.
- The App allows visitors to explore the city and access preloaded itineraries and partner listings.
- Information on OCOcean.com directly transfers to the App.

App Features and Data Collection

- Filters are available to find restaurants, events, and hotels.
- Book Direct is available on the App.
- The goal is to track visitor behavior and use the data for future strategies.
- Push notifications can be sent to App users regarding activities in town.
- Zartico is developing a dynamic visualization of visitor movement based on IP addresses.

CONVENTION CENTER SALES REPORT by Kim Mueller, Director of Sales

Star Report - June

- Ocean City is holding its own compared to other destinations.



- Occupancy was at 70% (up 0.1%), ADR was \$228 (up 1.5%), and RevPAR was at \$160 (up 1.6%).
- Year-to-date, occupancy is down 0.3%, ADR is up 3.9%, and RevPAR is up 3.5%.
- Short-term rentals have high demand with occupancy around 73% and higher ADRs.

CONVENTION CENTER MISC. by Larry Noccolino, Executive Director

CC Building Lighting Interior Lutron

- Lighting upgrade is almost complete.
- Refresh continues with artwork, benches, and painting.
- Construction has started on the small freight elevator and small passenger elevator, expected to be finished by the end of September.
- South stairway construction should be done by mid-September.
- MACo will be at the Convention Center through Saturday.
- Jeep Fest and Tri Association will also be at the Convention Center following MACo..
- Bidding out the Convention Center landscaping next year.

SPECIAL EVENTS by Tom Perlozzo, Tourism & Business Development Director

- Frank Miller has resigned as Special Events Director.
- O.C. Rock N' Roll is in a good place with a full lineup.
Springfest is looking at new elements and incorporating street painting. Increasing the number of spaces by 100 or 200.
New Year's Eve fireworks may be moved uptown again.

Fireworks Shows

- The question was whether to continue having two fireworks shows or more.
- A poll will be taken to decide whether to do one show or continue with two.
- The consensus was to have one show at Northside Park. City Manager, Terry McGean will take question to Council.

Premier Lacrosse League (PLL) by Sports Marketing & Events Manager, Chip Woytowitz

- The PLL is the top league for lacrosse players and has added a Women's division.
- There are plans to bring the PLL to Ocean City for two events:
- An indoor competition at the Convention Center during the winter.
- An outdoor beach event in the summertime of 2026, with turf on the beach.
- The PLL is exploring different ideas, such as having a lacrosse game on a boat.
- Working with Footvolley to bring an international tournament with teams like USA, Brazil, and Italy.
- Apex Lacrosse is coming June 13th and 14th, 2026, with Girls and Boys lacrosse, about 100 teams plus teams.
- Legends Lacrosse is the following weekend, a smaller tournament, about 50 teams looking at Northside, Northern Worcester and Snow Hill.
- Hype Nation Volleyball is a big volleyball group that was talked about for the Convention Center.

Taraflex Flooring

- New Taraflex flooring is set to be installed September 3rd through 10th.
- The flooring is what they use at the Division 1 level for volleyball and in the Olympics.
- There should be 13 volleyball courts and eight or nine basketball courts.

PLL and Ocean City

- There is an opportunity to build upon the existing lacrosse base in Ocean City.
- Marketing & Communications Director, Jessica Waters, is the president of the Ocean City Beach Lacrosse program,



which has 500-600 kids.

- The PLL will be visiting Ocean City during Labor Day weekend to explore locations.

Other Events

- Winterfest hours may be extended if there are fireworks uptown.
- Surfer Healing event at Castle in the Sand on Wednesday, August 13, 2025.
- Holy Savior, Blessing of the Waters Thursday, August 14th on 17th Street.

COMMITTEE REPORTS:

CHAMBER OF COMMERCE – No Report

HMRA -

- We are continuing to feature a local hospitality employee on our weekly Facebook Smile Spotlight. At the end of the summer, all Smile Spotlight recipients will be entered into a drawing for a \$500 cash prize!
- Maryland Tourism Council's Summer Soiree is August 13th at the Holiday Inn Pool Bar on 67th Street from 5-7pm, everyone is invited.
- Our first Hospitality Huddle is on August 19th – we're bringing together owners with the new Police Chief Austin and Captain Eade to discuss upcoming large events and how we can mutually assist one another.
- We're moving forward with our rebranding efforts and will soon be known as the OCMD Hospitality Association. Our focus will center on advocacy, education, and networking, while sales, marketing, and advertising will remain the responsibility of the official destination marketing organization, OC Tourism. Our new website is currently under construction—stay tuned! Questions, comments – susanjones@ocvisitor.com 410.726.0334

OCDC – No Report

WORCESTER COUNTY – No report

OC ART LEAGUE -

- 20th Annual Artists Paint OC Competition and Festival August 13-17, features 65 professional artists competing for \$11,000 in prizes as they paint throughout the resort, including a quick paint competition on the boardwalk. Approx 300 paintings of the resort will be exhibited and sold at “wet paint sales” Sat Aug 16 from 5-7PM, and Sunday Aug 17 from 12-3 PM. 200 free paint kits were distributed to kids ages 6-17, and their artwork will be shown on Sunday Aug 17. Approx 1,000 people will experience the event, and 4,000 people will view the exhibits at the Art Center, which will run through Sept 27.
- The Art League is working with the inaugural Seafood Festival to assist with liquor license. Produce an “art zone” at the event Sept 6, assist with promotion and provide volunteers.
- Aloc 2025 Robinson fellow for Contemporary Art and Community Engagement will be Daniel Bowen of Symphony 21. His focus will be on transforming community through music, and a series of events and performances including one at the OC PAC are planned for the year.
- Art in OC posters and limited-edition numbered prints to commemorate the 150th birthday of Ocean City is being sold at locations throughout the resort, including at the Art League.
- The Art League was named best art gallery in Worcester County by Coastal Style Magazine for the 13th year in a row.
- There were 2,985 visitors to the Art League in the month of July

**Voting Member Sal Falsano made a motion to adjourn meeting; seconded by Councilman Will Savage.
Meeting adjourned at 2:37 p.m.**

TRANSPORTATION COMMITTEE
PUBLIC WORKS ADMINISTRATION CONFERENCE ROOM
224 65th STREET, OCEAN CITY, MARYLAND
TUESDAY, AUGUST 12, 2025 @ 9:00 AM
TRANSPORTATION COMMITTEE MINUTES

Call to Order: The meeting was called to order at 9:00 am by Mayor Meehan

Present were: Mayor Rick Meehan, City Manager Terry McGean, Public Works Director Hal Adkins, Council Secretary Tony DeLuca, Transit Manager Rob Shearman, Operations Manager George Peake, Deputy Director of Public Works Scott Wagner, Parking Manager Jon Anthony and Brian Shane, OC-Today Dispatch. Absent was Council Member Carol Proctor

- A. Approval of May 13th, 2025, Transportation Committee Meeting Minutes
Approval of June 10th, 2025 Transportation Committee Meeting Minutes Informational Only
Approval of July 15th, 2025 Transportation Committee Meeting Minutes Informational Only
 - ***Council Secretary DeLuca mad a motion to approve the minutes from May, June and July; Council Member Savage seconded the motion; vote was unanimous. Council Member Proctor was absent from meeting***
- B. Staffing and Retention Update
 - 1. Bus Division
 - Currently have 57 bus drivers on payroll; this time last year only had 49 on payroll
 - Still having a problem recruiting staff for the Bus Tech position; currently have 4 on payroll with 1 staff member out on medical leave. Part-time staff are working more hours and Full-time staff is doing double duty to cover shifts due to lack of staffing.
 - 2. Parking Division
 - Currently has 5 of the 7 Enforcement Officer positions filled
- C. Special Event Update
 - 1. Fall Music Festivals
 - Scheduling 26 to 27 deployments for late morning; early afternoon; this was a peak time for the prior concerts.
 - Scheduling 34 to 37 deployments for the evening shift when concert lets out; this number does not include the contracted buses
 - In order to reach these deployment numbers for the concert days; the non concert days in that week will be done with decreased deployments and skeleton crews
 - With the staffing for the concerts; we will be able to have all 11 articulating buses deployed; provided there are no mechanical issues with any of them
- D. General Updates and "Follow-Ups"
 - 1. Bus Division
 - b. Ridership and Deployments

- Deployments are on par with 2022 levels
- Ridership up 5% from 2024; June ridership is up 6.2% from June of 2024
- c. Expenses (including Overtime)
 - Part-Time wages slightly ahead of 2025 levels; and slightly over projected 2026 budget. Due to increased deployments.
 - Premium Overtime in July is slightly below projected 2026 budget; and a 12% reduction from 2025 levels.
 - Council Secretary DeLuca requested that 2024 numbers be included in the comparison for next meeting
 - Parts and Maintenance going to monitor and look for ways to better control costs.
- d. Revenue – Farebox
 - Currently 1.2% ahead of projected 2026 revenue numbers. Projected numbers were decreased by 4% for 2026 from 2025 projected revenue number.
- e. Revenue – Advertising
 - Gateway had a concern regarding revenue and their contract due to the Trams not running; however with just bus advertising they are currently 113.4% ahead of 2024 revenue with just bus advertisements. On target to hit contract targets with just bus advertising revenue
 - Mayor Meehan asked that staff please compliment them for the great job they are doing and have done to get advertisers.
- f. Revenue – Grant
 - Changes for Grant requests versus awards
 - a. Only 2 articulating buses were approved; 3 were requested
 - b. Awarded 1 ADA van per request
 - c. MTA escalated our anticipated cost increase to 10% in Grant award
 - d. Available FTA and MTA operating funding under new allocation method is higher than in years past
- g. Fleet
 - No change
 - a. Currently have 11 articulating buses in fleet
 - b. By 2027 should have 13 articulating buses in fleet; 2 purchased with 2025 grant not yet delivered; and 2 approved in 2026 grant funding; 2 older MTA donated buses will be retired.
- 2. Parking Division
 - h. Revenue
 - Taking in 15% more in parking revenue
 - Inlet lot only area that still utilizes kiosks; have very few complaints regarding removal kiosks in other locals; kiosks will be removed from Inlet lot after this season.
 - Inlet lot is seeing a huge transition from kiosk use to use of ParkMobile app.
 - Mayor Meehan asked that outreach be done to notify the Public of the change for next season in the Inlet parking lot of the removal of kiosks and ParkMobile the only way to pay for parking.
 - i. 4th Street Lot expansion
 - 5th Street Post Office will be moving to 102 Worcester Street

- OCDC has almost completed their obligation of redoing the exterior of the building
- United States Postal Service is responsible for interior of new building; design and bidding has not yet been completed
- Public Works planned on demolition before Summer of 2026; cannot demolish until USPS has moved out
- Environmental abatement testing for building already completed
- Once demolished the intent is to replicate the current 4th Street Parking Lot; 4 rows; 60 spaces.
- Demolition bidding document is 75% complete
- Mayor Meehan asked the we send the United States Post Office notice to demolish

E. Closed Session Report

Convened into Closed Session as authorized under General Article §3-305(b)(1) to discuss (i) the appointment, assignment, removal of appointees, or officials over whom it has jurisdiction, or (ii) any other personnel matter that affects one or more specific individuals. This exception was invoked to protect personal information.

Motion by Council Secretary DeLuca; seconded by Council Member Savage to convene into Closed Session to discuss a personnel matter. The vote was unanimous with Council Member Proctor absent.

Persons present: Mayor Rick Meehan, City Manager Terry McGean, Public Works Director Hal Adkins, Council Secretary Tony DeLuca, Council Member Will Savage, Parking Manager Jon Anthony, Transit Manager, Rob Shearman, Operations Manager George Peake, Deputy Director Scott Wagner. The Committee briefly reviewed appointee personal data. No action was taken.

Motion to close the Closes Session made by Council Secretary DeLuca; seconded by Council Member Savage, vote was unanimous; with Council Member Proctor absent. Closed Session was adjourned at 9:37 am

Motion to close the Transportation Committee Meeting made by Council Secretary DeLuca, seconded by Council Member Savage; meeting adjourned at 9:38 am. The next meeting is Tuesday, September 9.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.C
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Standing Committee Draft Agendas
DATE: August 11, 2025

ISSUE(S): Acknowledgement of Standing Committee Draft Agendas

SUMMARY: 1. Pension Committee - August 20
2. Motor Event Task Force - September 3

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. 08.20.2025 Pension Committee Agenda.doc
2. 2025-09-03 Motor Event Task Force Meeting Agenda.pdf



Town of Ocean City
Pension Committee Agenda
City Hall Council Chambers
August 20, 2025 at 9:00 AM

- A. Call to Order
- B. Matt James, Council President and Committee Chairperson
 - Opening Remarks
- C. David Esham – Morgan Stanley
 - 2nd quarter 2025 performance review
 - Market Commentary
 - Manager Watch List
- D. Ed Koebel – Cav MacDonald
 - Annual Valuation Reports
- E. Closing Remarks
- F. Adjourn



Town of Ocean City
Motor Event Task Force Agenda
City Hall Council Chambers
Wednesday, September 3, 2025 at 10:00 a.m.

- I. Call to Order/Roll Call
- II. Opening Comments from the Mayor
- III. OC Rock & Ride – September 10-14, 2025
 - i. Special Event Zone: Wednesday, September 10, 2025 – Sunday, September 14, 2025
- IV. Endless Summer Cruisin – October 9-12, 2025
 - i. Special Event Zone: Tuesday, October 7, 2025 – Sunday, October 12, 2025
- V. OCPD Chief Ray Austin
 - i. Special Event Zones
 - ii. OCPD Preparations
- VI. Member Comments
- VII. Closing Comments from Mayor
- VIII. Adjourn



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.D

Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Frank Miller, Special Events Director
RE: Red Knights Parade of Brothers Boardwalk Ride
DATE: July 7, 2025

ISSUE(S): Mike Fiazzo, representing the Red Knights Motorcycle Club MD3, requests Council approve the Red Knights Parade of Brothers Boardwalk Ride, tentatively scheduled to take place on the Boardwalk from 27th-N. Division Streets, September 11, 2025 from 11:30 am-1 pm.

SUMMARY: This is an annual motorcycle parade and memorial service. Registration begins at 10 am on the Boardwalk at 27th St. The parade kicks off at 11:30 am and proceeds south on the Boardwalk to N. Division St., where the memorial service takes place at the Firemen's Memorial from 12 pm-1 pm. Afterward, the participants are escorted out of Town, over the Route 50 bridge.

Mr. Fiazzo requests the follow assets and support from the Town:

- Use of the Boardwalk at 27th St. for registration, setting up a table and, if needed, a 10'x10' tent
- Police assistance with the parade
- Police escort out of Town on Route 50 at the end of the memorial service
- Use of Town-owned public address system and podium during the memorial service
- Opening the gate at N. Division St. after the service for motorcycles to exit the Boardwalk
- Motorcycle parking on N. Division St. between the Boardwalk and Baltimore Ave. during the memorial service
- Public Works to remove bollards at the 27th St. entrance to the Boardwalk, provide American Flags and fine clean around the Firemen's Memorial prior to the memorial service

FISCAL IMPACT: The applicant shall pay the Town \$150.00 in private event fees and \$507.60 in asset and support fees, for a total of \$657.60.

RECOMMENDATION: Approve as presented.



1st Class Resort and Tourist Destination

ALTERNATIVES: No staff alternatives suggested.

RESPONSIBLE STAFF: Lisa Mitchell, Private Event Coordinator
Thomas Dy, Public Works Maintenance Manager
Allen Hawk, Ocean City Police Department

COORDINATED WITH: Mike Fiazzo, Red Knights Motorcycle Club MD3

ATTACHMENT(S):

1. Draft Permit
2. Processing Costs and Fees
3. Event Impact Calculation Detail
4. September 2025 Calendar
5. Application
6. Event Flyer



TOWN OF OCEAN CITY

The White Marlin Capital of the World

**PRIVATE EVENT PERMIT
APPROVED BY
THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND
GRANTED TO
MIKE FIAZZO FOR THE RED KNIGHTS MOTORCYCLE CLUB**

SUBJECT: RED KNIGHTS PARADE OF BROTHERS BOARDWALK RIDE

Upon receiving approval and paying all fees, this permit defines the terms by which the event shall occur.

PURPOSE: Annual September 11, 2001 Boardwalk motorcycle parade and memorial service

PLACE, DATE, TIME: Thursday, September 11

- Registration – 10 am on the Boardwalk at 27th St.
- Parade - 11:30 am on the Boardwalk at 27th St., ending at N. Division St.
- Memorial Service –12 pm on the Boardwalk at the Firemen’s Memorial
- Escort to Route 50 – Begins at approximately 1:00 pm

SET-UP: 8:30 am on the morning of the event.

BERAKDOWN: Immediately following the event and complete by 1:00 pm.

RESPONSIBILITIES OF EACH PARTY:

Mike Fiazso on behalf of the Red Knights Motorcycle Club

1. Serve as event manager.
2. Coordinate the event.
3. Collect and dispose of all trash.
4. Utilize a PA system.
5. Provide the Certificate of Insurance, which shall include coverage for personal injury in the amount of \$1M per occurrence, \$2M aggregate, and name the Mayor and City Council as additional insured and certificate holder. Provided coverage shall be primary, non-contributory, and without regard to the named insured’s fault or lack thereof.
6. Abide by all Guidelines and Obligations listed on the Application, unless otherwise noted in this permit.

Town of Ocean City, Maryland

1. Public Works shall post parking on the 10-block of North Division St., as well as remove bollards on 27th St. at the Boardwalk, provide a PA system, podium, American Flags and fine clean the event site.
2. Police shall provide shift-level personnel to staff this event.
3. The Private Event Coordinator shall serve as the liaison for this event. Any questions regarding it should be directed to her. She can be reached at 443-235-5275 or on the city radio system at #9010.

***THE PRIVATE EVENT PERMIT IS EFFECTIVE WHEN SIGNED BELOW
AND MAY BE TERMINATED BY EITHER PARTY AT ANY TIME.***

Mike Fiazso, On Behalf of the Red Knights Motorcycle Club

Date: _____

Frank C. Miller, On Behalf of the Mayor and City Council of Ocean City, MD

Date: _____

MAYOR

Richard W. Meehan

CITY COUNCIL

Matthew M. James
President

Anthony J. DeLuca
Secretary

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

CITY MANAGER

Terence J. McGean, PE

CITY CLERK

Diana L. Chavis, MMC

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

Ocean City's Private Event at a Glance

EXECUTIVE SUMMARY

rev. 240415

Event Name: **911 Parade of Brothers**
Start Date: **Thursday, September 11, 2025**
Set Start: *Thursday, September 11, 2025*
Strike End: *Thursday, September 11, 2025*
Location(s): **Boardwalk**

Duration: **1** Days
1 Days
Est. Ttl. Attend: **210**
Spectators: **200**
Participants: **150**
Vendors: **-**

ASSIGNED TIER: Tier 2

Assigned via standardized calculation

Internal Est. Costs: Billable Costs:

DPW-M:	\$ 1,943.00	\$ 507.60
DPW-TRANS:	\$ -	
DPW-CON:	\$ -	
DPW-ELECT:	\$ -	
FIRE:	\$ -	
EMS:	\$ -	
OCPD:	\$ -	
OCBP:	\$ -	
FM:	\$ -	
PARKS:	\$ -	
P&Z:	\$ -	
Other:	\$ -	

Motorcycle parade on the Boardwalk from 27th St. to N. Division St., and a memorial service at the Fiermen's Memorial from 11:30 am-1 pm.

Key Details & Other Events:

Insurance requirement \$1M/\$2M	
DPW to post parking on N. Division St., provide PA system, podium, install	
American flags and fine clean the memorial.	

Contact: **Mike Fiazzo**
Organization: **Red Knights MC MD3**

New Event? **NO**
Event Type: **Parade**
In-Season? **YES**
Non-Profit? **YES**
Crowd Draw: **Balanced**
Annual Event? **YES**

EVENT DETAILS

Alcohol? **NO**
Food Sales? **NO**
Parking Req? **YES**
Entry Fee? **NO**

Estimated # of Vendors:

of 10x10s: **0**
#>100sf: **0**

Conveyed Fees:

If annual: Previous Year's Cost:

Application Fee:	\$ 50.00	\$ 1,057.60
Late Fee Applied:	\$ -	
Other Initial Credit/Fee:	\$ -	

Applied Assessment Fee:	\$ -	Cost/Event: \$ 607.60
Estimated Space Fee:	\$ 100.00	# of Events: 1
Estimated Vendor Fee:	\$ -	TOTAL COST DUE:
Departmental Costs:	\$ -	\$ 607.60
Equipment & Labor Charges:	\$ 507.60	
IPL Lost Revenue Assessment:	\$ -	
Other Fees/Charges/Credits:	\$ -	



EVENT IMPACT CALCULATOR DETAIL - 911 PARADE OF BROTHERS - 08/11/2025

Event Summary

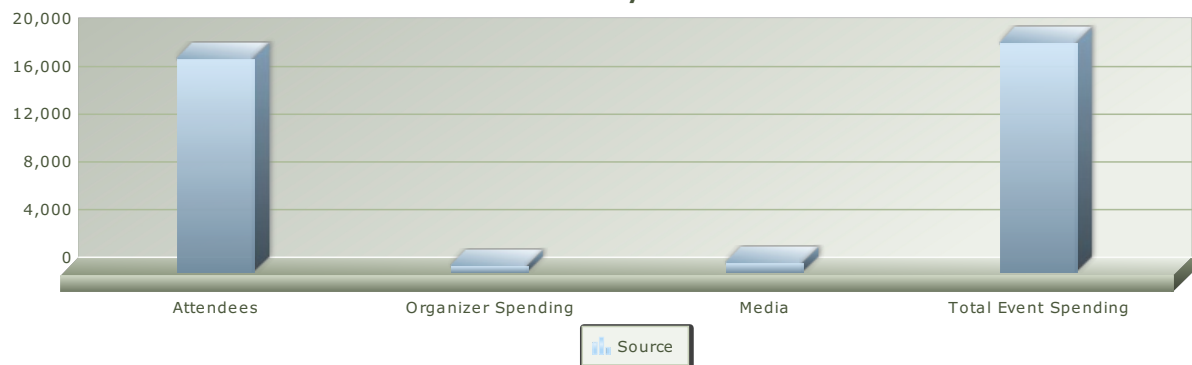
Key Parameters		Key Results	
Event Name	911 Parade of Brothers	Business Sales (Direct)	\$19,172.41
Organization	Red Knights Motorcycle Club	Business Sales (Total)	\$26,706.26
Event Type	FCE: Performing arts	Jobs Supported (Direct)	13
Start Date	09/11/2025	Jobs Supported (Total)	15
End Date	09/11/2025	Local Taxes (Total)	\$534.17
Overnight Attendees	54	Net Direct Local Tax ROI	\$502.39
Day Attendees	126	Est. Room Nights Demand	41

Direct Business Sales

Sales by Source

Attendees Spending	\$17,854.51	Exhibitor Spending	\$785.84
Organizer Spending	\$532.06	Total Event Spending	\$19,172.41

Sales by Source



Business Sales by Sector

Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	\$8,050.00	\$32.35*	\$0.00	\$8,082.35
Transportation	\$1,460.36	\$10.78*	\$3.48	\$1,474.62
Food & Beverage	\$4,861.22	\$61.00*	\$0.00	\$4,922.22
Retail	\$2,470.67	\$0.00	\$0.00	\$2,470.67
Recreation	\$1,012.26	\$0.00	\$0.00	\$1,012.26
Space Rental	\$0.00	\$116.00*	\$9.80	\$125.80
Business Services	\$0.00	\$311.92*	\$772.56	\$1,084.48
Totals	\$17,854.51	\$532.06	\$785.84	\$19,172.41

* indicates that the calculator's model defaults were used

Sales By Sector



Economic Impact Details

	Direct	Indirect/Induced	Total
Business Sales	\$19,172.41	\$7,533.85	\$26,706.26
Personal Income	\$5,978.32	\$2,135.24	\$8,113.56
Jobs Supported			
Persons	13	2	15

Annual FTEs	0	0	0
Taxes And Assessments			
<u>Federal Total</u>	<u>\$1,684.25</u>	<u>\$637.44</u>	<u>\$2,321.68</u>
<u>State Total</u>	<u>\$1,225.89</u>	<u>\$187.62</u>	<u>\$1,413.51</u>
Sales	\$1,028.50	\$113.01	\$1,141.51
Income	\$82.51	\$29.47	\$111.98
Bed	\$0.00		\$0.00
Other	\$114.88	\$45.14	\$160.02
<u>Local Total</u>	<u>\$502.39</u>	<u>\$31.78</u>	<u>\$534.17</u>
Sales	\$0.00	\$0.00	\$0.00
Income	\$66.53	\$23.76	\$90.29
Bed	\$402.50		\$402.50
Per Room Charge	\$0.00		\$0.00
Tourism District	\$0.00		\$0.00
Restaurant	\$18.23	\$2.07	\$20.30
Other	\$15.13	\$5.95	\$21.08
Property Tax	\$361.50	\$86.10	\$447.61

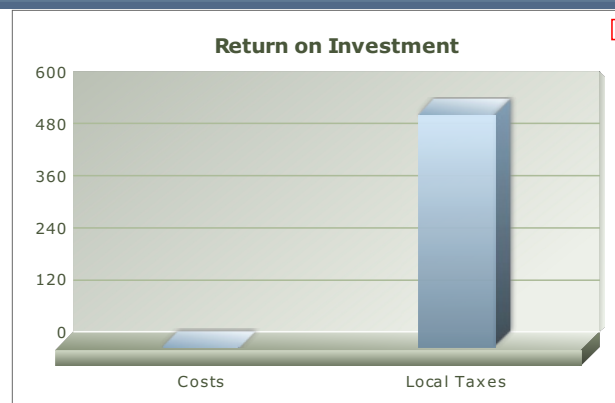
Event Return On Investment (ROI)

Direct Total Tax ROI

Direct Tax Receipts	\$502.39
DMO Hosting Costs	\$0.00
Direct ROI	\$502.39
Net Present Value	\$502.39
Direct ROI (%)	-

Total

Total Local Tax Receipts	\$534.17
Total ROI	\$534.17
Net Present Value	\$534.17
Total ROI (%)	-



Estimated Room Demand Metrics

Room Nights Sold	41		
Room Pickup (block only)	0		
Peak Room Nights	32		
Total Visitor Days	164		

2025

CALENDAR YEAR

SEPTEMBER

CALENDAR MONTH

SUNDAY

FIRST DAY OF WEEK

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	01	02	03	04	05 PE - Winefest	06 PE - OC Seafood Festival PE - Winefest PE - Walk for Recovery
07 PE - OC Cruzers	08	09	10 PE - OC Bikefest	11 PE - OC Bikefest PE - Red Knights Parade of Brothers - TENTATIVE	12 PE - OC Bikefest	13 PE - OC Bikefest
14 PE - OC Cruzers	15	16	17	18 PE - Sunfest Kite Festival	19 PE - Sunfest Kite Festival	20 PE - Sunfest Kite Festival
21 PE - Sunfest Kite Festival	22	23	24	25	26 Ocean's Calling	27 Ocean's Calling
28 Ocean's Calling	29	30	01	02	03	04
05	06	07	08	09	10	11

Private Event Permit Application

#561431

Red Knights Parade of Brothers Boardwalk Ride



Parade

APPLICANT

Mike Fiazzo @ mikefiazzo@gmail.com (610) 470-6071

DATES AND TIMES

Event date and time:

09/11/2025 10:00am — 09/11/2025 1:00pm

FEES

Banner Fee	\$0.00
City Space Use Fee	\$0.00
IPL Lost Revenue Fee	\$0.00
Miscellaneous Fee	\$0.00
Application Fee	\$50.00
Application Addendum Fee	\$0.00
Concession Fee	\$0.00
Application Late Fee	\$0.00
Asset and Support Fee	\$0.00
Total:	\$50.00

Total paid with Visa-9151 on 07/04/2025	-\$50.00
---	----------

Due:	\$0.00
-------------	---------------

FEE SCOPING

Which type of event organization will run your event?

501(c)(3) Non-profit

GENERAL INFORMATION

Event Name

Red Knights Parade of Brothers Boardwalk Ride

Event Locations

 Boardwalk

Event Times

 **Event date and time:**

09/11/2025 10:00am — 09/11/2025 1:00pm

Event Summary

Annual September 11 Boardwalk motorcycle parade and memorial service

Applicant Organization

Red Knights Motorcycle Club MD3

Organization Phone

(610) 470-6071

Organization Website

<https://www.redknightsmc.com>

What type of town assets or support will you request for the event?

public works shall post parking on the 10 block of north division st as well as provide a PA system podium American flags and fine clean around Fireman's Memorial. Remove bollards on 27th street entrance to boardwalk open the gate at the fireman's memorial for motorcycle to exit the boardwalk

Police shall provide shift level personnel to staff this event

The private event coordinator shall serve as the liaison for this event

Who will be the beneficiary of the event?

Local Delmarva Charities

Who will sponsor the event?

Red Knights MC MD3

What type of marketing will be done for the event?

flyers, local news

Have you chosen a rain date?

No

Attach preliminary event schedule to illustrate event flow and proposed active use times for requested event site(s).

 [2025paradeof brothers1.pdf](#)

Attach a description and map of the layout, infrastructure and hardware to be used. Provide a detailed site map/diagram/CAD drawing/rendering (all that apply).

Attach a description and map of the layout, infrastructure and hardware to be used. Provide a detailed site map/diagram/CAD drawing/rendering (all that apply).

 [2025paradeof brothers1.pdf](#)

Does your event require police support?

Yes

Describe the police support you need in details

shift level support for the event

CONTACT

Contact Name

Mike Fiazzo

Contact Office Number

(610) 470-6071

Contact Address

PO Box 119
Bishopville MD 21813

Contact Mobile Number

(610) 470-6071

Contact Email

@ mikefiazzo@gmail.com

ARRIVAL AND DEPARTURE DATES

Provide the date that staff arrives onsite for the event
 Sep 11, 2025

Vendor Departure
 Sep 11, 2025

Provide the date that staff departs the event
 Sep 11, 2025

Participant/Spectator Arrival
 Sep 11, 2025

Vendor Arrival
 Sep 11, 2025

Participant/Spectator Departure
 Sep 11, 2025

ROOM BLOCKS

Will you have an HQ hotel?

No

Will you establish hotel room blocks?

No

EVENT ATTENDANCE ESTIMATES

Geographic Reach

Primarily Local

Staff Estimates

Total Staff
10
% Staying Overnight
N/A
% Traveling Alone
N/A

Participant Estimates

Total Participants
150
Participants Staying Overnight
N/A
Average Guests
N/A

Exhibitor Estimates

Total Exhibitors
N/A
Exhibitors Staying Overnight
N/A
Exhibitors Traveling Alone
N/A

Spectator Estimates

Total Spectators
200
Spectators Staying Overnight
N/A
Average Party Size
N/A

Total Overnight Guests

% Lodge in Ocean City
50
% Use Condos
50
% Camp
N/A

ENTERTAINMENT/OFFERINGS

Will you charge any entry fees?

Registration Fee

Will your event include live music?

No

Will your event have a stage or static crowd viewing area?

No

Will your event include fireworks/pyrotechnics, flame or other special effects or bonfires?

No

Will your event include tents/temporary structures?

No

Will your event close or alter use of streets or private parking lot space?

No

Will you sell items within the footprint of the event?

No

Will you provide sampling of products?

No

Will you serve or distribute alcohol?

No

Will you have onsite cooking or food trucks?

No

Will you provide portolets?

No

PARKING/ACCESS

Parking Information

% Utilizing Public Parking

N/A

% Parking at Hotels

N/A

% That Will Use Bus Service

N/A

% That will Use Town Lot

N/A

Please explain your special parking requests

public works shall post parking on the 10 block of north division st

Will you need vehicular beach access?

No

Will you need vehicular access to the Boardwalk?

Yes

Please explain access requirements.

The motorcycles will enter the boardwalk on 27th st, we will need the bollards removed for access to boardwalk. We will also need the gate opened at the fireman's memorial for the bikes to exit the boardwalk

Will you have special parking requests?

Yes

ACKNOWLEDGEMENTS



POINT OF CONTACT FOR THE TOWN OF OCEAN CITY: The Town's Private Event Coordinator shall be the primary contact for all communications with the Town of Ocean City. If you receive contact from another Town department or entity, it is your responsibility to make sure the Private Event Coordinator is aware of all discussions, details, modifications or approvals as a result of independent conversations. At no time shall Applicant contact other departments directly unless authorized by the Private Events Coordinator in writing.



BEACH FRANCHISE NOTIFICATION: : If your event takes place on the beach, you must notify the appropriate beach equipment rental franchise owner(s) to advise them of the event footprint. It is the applicant's responsibility to confirm, in writing, that 1) the franchise owner(s) has been notified; 2) event logistics have been coordinated; and 3) if necessary, a reasonable financial agreement has been negotiated. Written confirmation must be provided to the Town's Private Event Coordinator. If the applicant and franchise owner(s) are unable to reach a mutually acceptable agreement, the matter shall be submitted to the Town for mediation, and the Town will decide an impartial resolution by which both parties shall abide.



ROAD/LANE CLOSURES: A state highway permit shall be obtained for use of any state property (roads, highways, etc.) This is the responsibility of the applicant independent of the Town's private event process. Applicant shall keep the Town's Private Event Coordinator apprised of all steps and approvals related to such efforts. Non-state roads affected by the event shall be reviewed by the Town for consideration of closure or traffic modification through the private event process.



USE OF MUNICIPAL PARKING LOTS: If a municipal lot is requested for use by the applicant for the event, whether for parking or placement of the event footprint, the Town reserves the right to review lost revenue and assign a cost to lot usage. This cost will be assigned during the private event approval process, discussed with the applicant and considered for approval by the Mayor and City Council as part of the private event approval.

INSURANCE REQUIREMENTS: The Risk Manager for the Town of Ocean City will determine insurance requirements for all private events, following the receipt of the application. Insurance requirements apply to private event vendors, amusement ride companies and fireworks producers, their contractors and subcontractors as well as the private event owner/sponsors. Requirements will depend on, including but not limited to, hazards and exposures associated with the specific private event.

Minimum required insurance shall be provided by companies licensed in the State of Maryland with a current AM Best, Inc. rating of a VII or better. The Mayor and City Council Town of Ocean City, Maryland, its employees, volunteers and officials shall be named as additional insured on all insurance policies except workers' compensation and, except for automobile liability, the The Mayor and City Council Town of Ocean City, Maryland's additional insured status shall include premises liability and products/completed operations.

Coverage's shall be primary and non-contributory with respect to any other insurance available to the Mayor and City Council Town of Ocean City, Maryland, its employees, volunteers and officials and shall include a waiver of rights of recovery or subrogation against the Mayor and City Council Town of Ocean City, Maryland, its officials, volunteers and employees without limitation for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, this private event.

Original copies of certificates of insurance and additional insured endorsements must be received by the Town of Ocean City, Maryland's Risk Management Office at least fifteen (15) working days prior to the event.

COCA-COLA EXCLUSIVE PRODUCT AGREEMENT DISCLOSURE: The applicant must comply with all provisions of the Town's agreement with Coca-Cola Refreshments as it pertains to the distribution or sales of beverages by the applicant on Town property. The applicant agrees to sell, dispense or serve only Coca-Cola beverages on Town premises for the duration of the permitted use. The applicant is expressly prohibited from using the beverages of other suppliers, said beverages to include soft drinks, juices, sport drinks, specified energy drinks and bottled waters. The permitted beverages include Coca-Cola, Diet Coke, Sprite, Pibb Xtra, Mello Yello, Fresca, Nestea, Arizona Tea, Honest Tea, Barqs Root Beer, Fanta, Minute Maid, Seagrams Ginger Ale, PowerAde, V-8 Juice, Fuze Juice, Monster, Tum E Yummies, Dasani and other products that Coca-Cola may provide in accordance with its agreement with the Town of Ocean City.

BEACH ACCESS: Vehicle access to and from the beach must be clearly identified on your application and is not guaranteed. If approved, applicant must complete a beach driving and safety course annually provided by OCBP at the applicants expense.

BEAUTY CONTESTS: Beauty contests are not permitted on the beach.

CITY SERVICES: Each applicant should plan on providing all the necessary cleanup, set-up, etc. without the assistance of City Services. If town services are requested, they must be clearly indicated within the Private Event Application for evaluation.



CONCESSIONS: No food or beverage concessions will be permitted on the beach or along the boardwalk, although such sales may be considered at other sites. Beverage sales at other sites must maintain compliance with the sponsorship restrictions noted within this application. ONLY event-related merchandise sales may be permitted on the beach upon appropriate request and approval, subject to applicable laws.



SPONSORSHIPS: All sponsors must be identified on the application.



ADVERTISING: Ocean City will not allow any type of advertising that is:

- Violence in any form
- False, misleading or deceiving statements
- Sexually explicit or obscene materials
- Tobacco or tobacco products
- Vaping or vaping products
- Tattoos
- Casino gambling including games of chance and skill
- Alcohol
- Promoting the use of marijuana
- Other potentially objectionable marketing or advertising which may be established from time to time by the Town.



DIAGRAM OF EVENT LAYOUT: A detailed diagram of the event layout/set-up and location of any and all facilities is required with your application. The application will be considered incomplete without the diagram.



INFLATABLES: Inflatable displays may be permitted, but must be pre-approved. A photograph of the intended display and the dimensions must be included before approval can be considered. No liquor or tobacco product displays will be allowed. The Mayor and City Council reserve the right to reject any inflatable determined inappropriate.



MUSIC AND PUBLIC ADDRESS SYSTEMS: Must operate in accordance with the Ocean City Code 30-367 of 65 decibels.



DOWNTOWN EVENTS (BEACH/BOARDWALK): Events that charge participant entry fees (tournaments, festivals, etc.) and/or desire to display sponsorship banners or other promotional information, must maintain a seventy-five (75) foot buffer from the edge of the train lane to the start of the event's set up. All events must comply with the provisions of Chapter 62 of the Ocean City Code.



PARADES: An MDOT Highway Permit must be obtained at (410) 543-6715 for use of any state property, and a copy forwarded to the Town's Private Events Coordinator.



FIREWORKS, TENTS, AIR SUPPORT/AIR INFLATED STRUCTURES & BONFIRES: Application to the City Fire Marshal at (410) 289-8780 is required, with appropriate approvals forwarded to the Private Events Coordinator. Failure to comply will result in revocation of all event approvals.



TOILET FACILITIES: Identification of planned "comfort" provisions must be included in the application and event diagram. The Town owns a number of established public toilet stations in the downtown area that may assist in event planning.



PRIZE STIPULATIONS: No alcoholic beverages may be awarded as a prize on City property.



WEST OCEAN CITY PARK AND RIDE: A permit is required if a trailer or an oversized vehicle is parked over night at the West Ocean City Park and Ride. Please specify this request on your application.



SAMPLING: Sampling will be permitted on a case-by-case basis. Sizes and quantities of such must be pre-approved, as do the locations for distribution. Samples must be of a nationally recognized product available for sale at retail establishments. No prepared food samples will be permitted on the beach nor along the boardwalk. Non-alcoholic beverage samples may be permitted provided the samples are in compliance with the Town of Ocean City's exclusive beverage franchise agreement with Coca-Cola.



RAFFLES: Only non-profit groups may offer any form of raffle in conjunction with an event in Ocean City. These groups must apply through the Worcester County Department of Development Review and Permitting, and must submit a processing fee at the time of application. Applications are available at the Isle of Wight County Office Building on Route 90, or at the Court House in Snow Hill. A copy of the raffle permit must be forwarded to the Private Events Coordinator at least seven (7) days prior to the event. All raffles must be drawn and announced prior to the conclusion of the event.



TRASH: Applicant is required to clean the area of trash and transport it to the appropriate receptacle. On the beach, all trash must be placed in the appropriate street-end dumpsters. Failure to practice appropriate cleanup procedures may result in the denial of future event requests and/or appropriate billings.

✓ **ALCOHOLIC BEVERAGE SERVICE:** Groups are discouraged from the service of alcoholic beverages at their Ocean City event. However, those that desire such approval must state this clearly on their application. Permission to serve alcoholic beverages shall be granted exclusively by Mayor and City Council. It should be noted that without Council approval, open containers of alcoholic beverages on public property is illegal. Only Worcester County based non-profit groups may request to sell alcoholic beverages at an event, and must obtain a license from the Worcester County Board of License Commissioners. A “One Day Alcohol Permit” application with the Ocean City Mayor’s signature must be submitted to the County a minimum of fourteen (14) days prior to the event, along with a the permit fee. Applications are usually available in the Mayor’s office at City Hall. A copy of the approved permit must be forwarded to the Private Events Coordinator at least seven (7) days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

✓ **CHANGES TO APPLICATION OR PERMIT:** Event applicants desiring to make changes to their submitted application or approved private event must complete the “Request for an Addendum to a Private Event” form (available upon request), and must submit the completed form, along with the appropriate fee, to the Private Events Coordinator. However, no changes will be accepted within 30-days prior to the event.

✓ **LOCAL ORDINANCE DISCLOSURE AND COMPLIANCE:** The applicant agrees to comply with the provisions of all applicable ordinances of the Town of Ocean City. Specifically all permitted uses on or within 75 feet of the Boardwalk are required to comply with the provisions of chapter 62 of the Code which expressly prohibits the public sale, rental or exchange for a donation of any goods, wares, merchandise, foodstuffs, refreshments or other commodities or services.

LEGAL DISCLOSURES



HOLD HARMLESS CLAUSE: Permittee (organization/ applicant) shall assume all risks incident to or in connection with the permittee activity including exposure to an infection of COVID-19 and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permittee activity or the conduct of Permittee's operation. Permittee hereby expressly agrees to defend and hold the Town of Ocean City, its officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permittee activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of Permittee or its officers, agent and employees, including possible exposure to an infection from COVID-19.



PRIVATE EVENT APPLICATION COMPLIANCE REQUIREMENT: The applicant for the private event described in this application agrees to follow guidelines provided and submit a complete application including submission of all required materials. The applicant agrees to take full responsibility for all city-owned property, whether borrowed, leased or rented, and understands that necessary replacement and/or repair fees may be assessed should such property be in an unacceptable condition. The applicant agrees to abide by all provisions of the private event permit granted by the Town and agrees to pay all fees and costs assigned to the permit. The applicant further agrees to comply with all conditions of the use permit, which may be required by the Mayor and City Council of the Town.



INTELLECTUAL PROPERTY CLAUSE: Acknowledge and agree that no Town trademarks, service marks, trade names, logos, and/or other trade indicia, copyrights and, as applicable, any patents, inventions and/or other intellectual property (Intellectual Property) owned by the Mayor and City Council of the Town of Ocean City, Maryland, will be directly or indirectly used, incorporated, published or republished, without prior written consent. Unauthorized use of the Intellectual Property will result in The Town of Ocean City authorizing immediate emergency, temporary and/or permanent injunctive relief prohibiting such unauthorized use and the Town of Ocean City, Maryland may be entitled to injunctive relief because monetary damages may not be an adequate remedy; but notwithstanding, the foregoing Town of Ocean City, Maryland may seek any other legal or equitable remedies in addition to injunctive relief. To the extent the Town of Ocean City, Maryland prevails in a suit at law or in equity for the purpose of enforcing its Intellectual Property rights, the Town of Ocean City, Maryland shall be entitled to recover its reasonable attorneys' fees plus court costs and expenses.

Applicant, by checking each of the guidelines herein, accepts all responsibilities thereto. All information provided is correct and complete. The applicant agrees to maintain a complete record of the event through the Town of Ocean City's Private Event Coordinator including all required submission of materials separate from this document. Applicant further agrees that information not included in writing shall not be considered for approval and will not be an executable element of the final Private Event Permit unless submit as part of a written change order through the Private Events Coordinator for Mayor and City Council Approval. Images, videos and drawings shall be deemed as support material only and details conveyed shall be submitted in writing as part of this document or a change order. No details will be assumed by the Town, its officials or employees.



The applicant agrees to take full responsibility for all city-owned property, whether existing within the event footprint, add-ons thereto, borrowed, leased or rented. Applicant further agrees that they are responsible for the proper behavior of their crowd base and that damage or defacement caused to town or private property by vendors, participants, sub-contractors and/or spectators as a result of the execution of the event may be cause for action by the Town against applicant through additional repair or replacement fee assessment(s) or legal action to the extent of the law in the State of Maryland. The applicant agrees to abide by all provisions of the private event permit granted by the Town and agrees to pay all fees and costs assigned to the permit. The applicant further agrees to comply with all conditions and limitations of the Private Event Permit and additional conditions and tasks which may be required by the Mayor and City Council of the Town. This event must follow in accordance with all State of Maryland Directives and Orders regarding community, recreational, leisure, cultural and sporting gatherings and events.

Signature

x



The information provided in this tool is subject to final approval by staff. Permit requirements, fees, and zoning information may be altered upon subsequent staff review. If you have additional questions about your zoning determination, please contact town staff.



Red Knights™

MotorCycle Club

MARYLAND CHAPTER 3 PRESENTS....

9/11 - A DAY OF REMEMBRANCE

Featuring....

The Bag Pipes
and Drums of
the Ocean City
Fire Dept.



9/11
Never
Forget

Thursday, SEPTEMBER 11th, 2025

Our 23rd Annual MD3 Red Knights Boardwalk "PARADE OF BROTHERS"

10:00 - Registration begins on 27th
Street then Motorcycles will be
moved to Boardwalk for Staging.

11:30 - Ride Begins down Boardwalk

12:00 - Memorial Service at
North Division and the
Boardwalk

1:00 - Scenic ride through
Delmarva, ending at the Roxana
Moose Lodge. Drinks and food will be
available for PURCHASE

A donation of \$30.00 per
Motorcycle will be
collected as a ride fee for
the event. The first 400
persons registered will
receive an Anniversary
Ride Pin. After the ride,
any leftover pins will be for
sale. All proceeds raised
will go to RKMD3 to help
send donations to our
DelMarVa Charities

Please arrive and
register
early! Coffee Shops and
Eateries are open along
the boardwalk. Early
arrival will allow you
time to grab some
breakfast and some
coffee prior to the event.
All bikes will be lined up
and staged first come-
first serve

All of the days
events are open to
the public

RedKnightsMotorcycleClubMD-3

or call:
Mike Fiazso, President (610) 470-6071



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 6.A
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Standing Committee Report
DATE: August 11, 2025

ISSUE(S): Standing Committee Report with Recommendation

SUMMARY: 1. Police Commission - August 11

The Commission forwarded a favorable recommendation to close Wicomico Street November 8, 2025, for a Special Olympics fundraiser.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve recommendation to close Wicomico Street November 8, 2025, for a Special Olympics fundraiser.



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. 08-11-25 Police Commission Minutes.pdf
2 . Item 6 - Police Commission Summary (approved August).pdf

POLICE COMMISSION MEETING MINUTES

August 11, 2025

PRESENT: Council President Matt James, Council Member and Police Commission Chairman Anthony DeLuca, Council Member Larry Yates, Mayor Richard Meehan, City Manager Terence McGean, Department of Emergency Management Director Joseph Theobald, Heather Stansbury, Esquire, Chief Raymond Austin, Captain Michael Colbert, Captain Dennis Eade, Lieutenant Andrew Yeager, Lieutenant Frank Soscia, Lieutenant Allen Hawk, Sergeant Nathan Kutz, Deputy Communications Manager Ashley Miller, Crime Analyst Brandon Reim, Deputy Public Works Director Elwood Vickers

1. The meeting was called to Order at 9:30 AM in the 3rd Floor Administrative Conference Room of the Public Safety Building.
2. Approval of Minutes of the July 14, 2025, Police Commission Meeting: Council President James made a Motion and Council Member Yates Seconded to approve the minutes of the July 14, 2025 Police Commission meeting. The vote was 3-0 with the Mayor absent.
3. Request to Close Wicomico Street on November 8, 2025 for a Special Olympics fundraiser organized by Wendy Dibuo; Crawl Street Tavern: Chief Austin stated that the department received an email requesting to close part of Wicomico Street from the Crawl Street Tavern to the Boardwalk for a Special Olympics fundraiser. City Manager McGean stated that this happened last year as well and is a brief event. Captain Eade noted that there were no issues from the previous year. **Council President James made a MOTION and Council Member Yates seconded to make a favorable recommendation to the Mayor and City Council about the road closure. The vote passed 3-0 with the Mayor absent.**
4. Chief Austin's Update: Chief Austin stated that July was a pretty good month other than one day (July 4th). Officer initiated calls for service were down slightly from 2024, but were fairly similar in 2025. Citizen initiated calls for service were up slightly from 3,176 in 2024 to 3,242 in 2025. Chief Austin said he would attribute a lot of that to the 4th of July. City Ordinance Violations were up from 346 in 2024 to 704 in 2025. Chief Austin informed the Commission that the Computer Automated Dispatch (CAD) system didn't show a common reason for the increase in calls for service. Chief Austin further explained that City Ordinance Violations included dogs on the Boardwalk, bikes on the Boardwalk, smoking on the Boardwalk, fireworks, and businesses operating when their business license is revoked.

The Commission asked about the businesses that had their licenses revoked and if they had closed. City Manager McGean explained that they did not and chose to stay open and receive a \$1,000 fine for each day. He also informed the Commission that some of the businesses had a completely separate entity come in and apply for a business license for the property. Ms. Stansbury further explained that the businesses that chose to remain

open were being cited for this and these citations would go before a judge on the municipal docket. From there, the judge would make a ruling and that would become a judgement that the city would then have to collect.

Chief Austin continued his comparison by stating that DUI or DWI Violations have increased. He explained that a lot of the DUI enforcement is done through a grant. He then moved on to discuss calls for service for Fights in Progress. They are up from 12 in 2024 to 21 in 2025, nearly doubling.

Custodial Arrests are down slightly from last year. Criminal Citations were also down. Overall, between custodial arrests and criminal citations, there was a decrease from 289 in 2024 to 261 in 2025. DUI Arrests were up a little from 2024 to 2025.

Firearms arrests for July of 2025 was 5. From those 5 arrests, 4 firearms were seized. Knife arrests for July 2025 was also 5. From those 5 arrests, 10 knives were seized. Arrests for other weapons was at 4. From those 4 arrests, 7 weapons were seized. A total of 13 people were arrested for a weapons violation. Chief Austin stated that the 5 firearms arrests occurred 33rd Street and south. He further emphasized the importance of tracking this data through hotspots and crime analysis to better deploy resources. Chief Austin did inform the Commission that none of the firearms arrests in July of 2025 were the result of a traffic stop.

Chief Austin took the time to inform the Commission that the seatbelt and LPR details at Routes 50 and 90 have been productive in the past few weeks. Chief Austin set up multiple meetings in the coming weeks with members of allied agencies, businesses, residence, and event organizers. Chief Austin stated that a county-wide mutual aid agreement has been reviewed and should be going before the Mayor and City Council in the near future for approval.

Chief Austin discussed some of the recommendations that were made as a result of July 4th. The Police Department has purchased a side by side and ATV. The side by side is currently being equipped with lights. There have been multiple meetings with the Deputy City Manager regarding CitiWatch cameras being installed at 28th Street, 33rd Street, and 142nd Street. Chief Austin informed the Commission that the department has also been working on the take home vehicle policy and program.

5. Recruiting Update: Lieutenant Yeager advised the Commission that July marked the beginning of this year's testing cycle. In July, 14 applications were submitted to the Ocean City Police Department. The Training and Recruiting Division held their first in-person testing session for the season on July 26, 2025 and had 7 people attend. There are currently 6 backgrounds submitted, however, Lieutenant Yeager noted that they are expecting another 6 in the near future. Lieutenant Yeager told the Commission that there are currently 116 full-time officers hired out of the budgeted 125. Of those 116, 7 are currently in the academy, 4 are on field training, 6 are out on medical, and 1 is on FMLA. Of the 6 that are out on medical, 4 are on a restricted duty status and 2 are at a no duty status. Lieutenant Yeager stated that there are 102 officers that could be on the road

currently, including members of the Criminal Investigation Division and Administration/Services.

Looking ahead, Lieutenant Yeager told the Commission that there is another in-person testing date scheduled for August 23, 2025 and there are already 12 people signed up. He stated that the Training and Recruiting Division plans on opening up PSO testing in September to start preparing for next summer. Lieutenant Yeager noted that there are some upcoming job fairs in the fall that they are looking at attending to recruit applicants.

Chief Austin stated that recruiting has been strong. He's noted more laterals recently than in previous years. Chief Austin told the Commission that there are currently 5 civilian backgrounds being done by the Training and Recruiting Division for positions such as Animal Control Officer, Property and Evidence Technician, and Custody Officer. He stated that there has been some difficulty filling the Custody Officer spot, but he has some recommendations that he plans on discussing in the fall to make the position more marketable.

6. OCPD Policy Manual Monthly Update: Lieutenant Soscia introduced changes to 10 policies: (1) Policy 103 – Policy Manual, (2) Policy 200 – Organizational Structure and Responsibility, (3) Policy 319 – Standards of Conduct, (4) Policy 409 – Mental Health Evaluations, (5) Policy 430 – Medical Aid and Response, (6) Policy 600 – Investigation and Prosecution, (7) Policy 902 – Custodial Searches, (8) Policy 904 – Transporting Persons in Custody, (9) Policy 1002 – Special Assignments and Promotions, and (10) Policy 1010 – Seat Belts. Lieutenant Soscia explained the changes to some of the policies. See the attached summary.
7. Other Business: Chief Austin brought in Lieutenant Hawk and Sergeant Kutz to discuss the on-going issue with electric scooters. Sergeant Kutz started off by saying that the Ocean City Police Department and Traffic Safety Unit recognize an increase in the number of electric scooters throughout town. He explained that technology improvements, specifically to the lithium-ion battery as well as price decreases make electric scooters a more cost-effective mode of transportation. Sergeant Kutz stated that the cost of an electric scooter at Walmart is less than a new bicycle. Looking at scooter collisions, Sergeant Kutz stated that there were 11 in 2023, 36 in 2024, and year-to-date in 2025, there have been 41. Utilizing Crime Analyst Reim, hotspots for scooter activity were identified.

Sergeant Kutz went on to say that a total of 101 details have been done since the beginning of the year. From May 19th, which started Summer Deployment, to now, 78 details have been conducted. Sergeant Kutz informed the Commission that a number of these details are funded by grant money from the Maryland Highway Safety Office. Year-to-date, the department has conducted 69 of these grant-funded details. These details resulted in 96 citations being issued and contact being made with 308 pedestrians, bicyclists, or scooter operators.

Sergeant Kutz informed the Commission that officers conducted some observations to see what percentage of bikes and scooters were on the highway. During this time 225 devices

were operating on the designated dates. Approximately 68% were bicycles and 32% were scooters. Sergeant Kutz informed the Commission that the Traffic Safety Unit conducted compliance observations to see how many individuals were going the wrong way on one of these devices and how many of them failed to obey a traffic signal. In terms of the wrong way drivers, there were 109 devices identified during the observation. Of the 109 devices, 107 were operating in the correct direction, or approximately 98%. 2 individuals were riding in the wrong direction. Sergeant Kutz noted that that statistics for obeying traffic signals were not as good as the riding in the right direction. He stated that the observations for this were done during the day and at night. During the night detail, there were 60 devices observed. Approximately 67% obeyed the traffic control devices (red lights), while about 33% disobeyed the red light. During the daytime detail, there were a total of 101 devices observed. Of those 101 devices, about 74% obeyed the red light while about 26% disobeyed the red lights.

Sergeant Kutz told the Commission that the Bicycle and Pedestrian Advisory Committee has been active this year with distributing bike lights. A total of 813 bike lights have been given out to date, 500 of which were the Ocean City Smiley lights provided by Tourism.

Sergeant Kutz then talked about the Maryland Department of Transportation, Office of Active Transportation and Micromobility, which is a newer state agency. This agency was designed to identify different types of devices and legal uses for each type of device. They are tasked with creating legislation and guidelines for these types of devices at the state level.

The Mayor thanked Sergeant Kutz for the information. He then went on to say the number one concern he hears from local residence is in regards to the scooters. The Mayor acknowledged that scooters are a major form of transportation for J1 students and asked that the Police Department increase the patrols of scooters to send a message that they need to obey traffic laws. The Mayor stated the residence that he's spoken to are afraid they are going to hit one of these individuals on a scooter and the liability associated with that. Council Member DeLuca informed the Commission that this topic is brought up frequently in the BPAC meetings and they are starting to hear the same concerns the Mayor mentioned. He then stated that as of right now, bikes and scooters are not allowed on the sidewalk, but on October 1, new legislation will allow them to be on the sidewalks. City Manager McGean further explained the new legislation and stated that it will grant bikes and scooters permission to be on the sidewalk, unless the local jurisdiction prohibits them. After further discussion, a MOTION was made by Council President James and seconded by the Mayor to recommend the city solicitor work with Ocean City Police Department to bring recommendations on scooters in front of the Mayor and City Council during a work session. The vote was unanimous. Council Member DeLuca then took the time to commend Sergeant Kutz and his commitment to BPAC and his leadership with the committee.

The Council brought up golf carts and low speed vehicles and asked if this was also becoming an issue. Council Member Yates stated that he has seen more of them in residential areas. Sergeant Kutz stated that they were not allowed to be driven on Coastal Highway and Philadelphia Avenue due to the speed limit. Ms. Stansbury stated she would

get more information on golf carts/low speed vehicles to bring to the next Police Commission meeting.

The Commission was presented with two versions of Traffic Commission Regulation 2025-01 in reference to parking for the White Marlin Open. Ms. Stansbury explained to the Commission that this Traffic Commission Regulation had been passed before, however the dates on the previous regulation were incorrect. The Commission asked what Mss. Stansbury recommended. She stated she didn't think the event was going to discontinue any time soon and that it could be easily amended if needed. Since it wasn't necessarily a legal issue, she deferred to City Manager McGean. City Manager McGean recommended the Commission sign the five-year, rather than the three-year regulation. The signed regulation is attached.

Council Member DeLuca requested that the next agenda include an update on beach canopies from Department of Emergency Management Director Theobald.

A motion was made by the Mayor and seconded by Council President James to adjourn the meeting. The vote was unanimous. The meeting was adjourned at 10:25 AM.

The next regular meeting of the Police Commission will be held on Monday, September 8, 2025, at 9:30 AM in the 3rd Floor Administrative Conference Room at the Public Safety Building, 6501 Coastal Highway, Ocean City, MD 21842.



Ocean City Police Department

Office of Professional Standards

Policy Revisions

August 2025

Summary

103 Policy Manual

- Sworn Fire Marshalls have been added to the definitions.

200 Organizational Structure and Responsibility

- Fire/ Explosive Investigations added under the Criminal Investigation Division outlining duty and responsibilities and integration within the Ocean City Police Department.

319 Standards of Conduct

- The department has added a requirement for members to provide name and identification number when request.

409 Mental Health Evaluations

This policy has been updated because a new **Transporting Persons in Custody Policy** has been added to your manual. Changes to this policy include:

- In **TRANSPORTATION**, content has been relocated to the **Transporting Persons in Custody Policy**, content has been updated for clarity, and a reference to the new policy has been added.

430 Medical Aid and Response

This policy has been updated because a new **Transporting Persons in Custody Policy** has been added to your manual. Changes to this policy include:

- In **TRANSPORTING ILL AND INJURED PERSONS**, some content has been moved to the **Transporting Persons in Custody Policy**, content has been updated for clarity, and a policy reference has been added.

600 Investigation and Prosecution

This policy has been updated to outline:

- Investigative Responsibilities of Fire Marshall including when and under what circumstances an investigation should be transferred to the Office of the Fire Marshall.



Ocean City Police Department

Office of Professional Standards

Policy Revisions

August 2025

902 Custodial Searches

This policy has been updated because a new **Transporting Persons in Custody Policy** has been added to your manual. Changes to this policy include:

- In **PURPOSE AND SCOPE**, a policy reference and serial commas have been added.
- **FIELD AND TRANSPORTATION SEARCHES** has been deleted in its entirety, and content has been relocated to the **Transporting Persons in Custody Policy**.
- In **PROPERTY**, a policy reference has been updated and a serial comma has been added.

904 Transporting Persons in Custody

- **New Policy**

1002 Special Assignments and Promotions

- Language has been added to allow the Chief, after a preliminary review of the facts and circumstances, the authority to promote an individual while the individual is under administrative investigation. The Chief will notify the individual in writing of his decision regarding the candidate's eligibility.

1010 Seat Belts

This policy has been updated because a new **Transporting Persons in Custody Policy** has been added to your manual. Changes to this policy include:

- In **PURPOSE AND SCOPE**, policy references have been added.
- **TRANSPORTING SUSPECTS, PRISONERS OR ARRESTEES** has been deleted in its entirety and its relevant content moved to the **Transporting Persons in Custody Policy**.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.A
Council Meeting August 18, 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: Second Reading - Ordinance 2025-19, Fire Marshal Salary
DATE: August 11, 2025

ISSUE(S): Second Reading - Ordinance 2025-19 amends Sec. 34-11 to revise dated language regarding the fire marshal salary and to make minor grammatical revisions.

SUMMARY: Code cleanup to Sec. 34-22 which currently references that, "The fire marshal shall receive such salary as the Mayor, together with the advice and consent of the majority of the City Council shall from time to time prescribe." Ordinance 2025-19 updates language to reflect current policy.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Adopt Ordinance 2025-19.



Excellent Service through a High Performing Town Organization

ALTERNATIVES: None suggested.

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: City Solicitor Heather Stansbury

ATTACHMENT(S): 1. ORD 2025 - Amend Chapter 34 - Fire Marshal.pdf

First Reading _____
 Second Reading _____

**AN ORDINANCE TO AMEND CHAPTER 34, ARTICLE II, SECTION 34-22,
 ENTITLED OFFICE OF FIRE MARSHAL CREATED; SERVICE; REMOVAL, OF
 THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND**

**NOW THEREFORE BE IT ENACTED AND ORDAINED BY THE MAYOR AND
 CITY COUNCIL OF OCEAN CITY THAT CHAPTER 34, ARTICLE II, SECTION
 34-22, ENTITLED OFFICE OF FIRE MARSHAL CREATED; SERVICE;
 REMOVAL, OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND, BE
 AND THE SAME IS HEREBY BY AMENDED AS FOLLOWS:**

Chapter 34 – Fire Prevention and Protection

...

Article II – Administration

...

Sec. 34-22. Office of fire marshal created; service; removal.

There is hereby created and established the office of municipal fire marshal, (hereinafter referred to as the "fire marshal") to be appointed by the Mayor of the Town of Ocean City from the names of those persons submitted to the fire chief ~~fire marshal~~ by from the fire prevention commission, such appointment to be ratified and approved by the majority of the members of the City Council ~~of the Town of Ocean City~~. ~~The fire marshal shall receive such salary as the Mayor, together with the advice and consent of the majority of the City Council shall from time to time prescribe.~~ The fire marshal shall serve until their removal by death, resignation or until their removal is recommended to the fire chief and Mayor by a majority of the fire prevention commission and accepted by the fire chief and the majority of the City Council. If the fire prevention commission recommends removal, it shall submit to the fire chief and Mayor the names of those persons whom the commission feels are qualified to hold the office of fire marshal, one of whom shall be appointed as ~~set forth in this section~~ and ratified and approved by the majority of the members of the City Council.

(Code 1999, § 34-22; Ord. No. 2020-05, 6-15-2020)

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on July ____, 2025.

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

LAW OFFICES

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

SUITE 200
 6200 COASTAL HIGHWAY
 OCEAN CITY, MD 21842

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.B
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Jennie Knapp, Budget and Management Director
RE: First Reading - Ordinance 2025-20, FY 25 Budget Amendment # 2
DATE: August 11, 2025

ISSUE(S): First Reading - Ordinance 2025-20 to adopt FY 25 Budget Amendment # 2

SUMMARY: The second budget amendment of the year recognizes additional revenue received since Budget Amendment # 1, adjusts revenue estimates for fiscal year-end and recognizes any action taken by the Council since the first budget amendment. Grants, donations and interest on investments increased \$2 million. Room License fees increased \$883,630 due to a restructuring of fees. Estimated Amusement Tax increased \$667,063. Building Permits, Service Charges, parking revenue and property tax revenue increased \$1.2 million. The Town's advertising budget was increased \$236,807 to recognize the State Tourism grant and a grant for the Martin Luther King weekend event. Deferred ticket revenue was used to offset \$353,500 of expenses.

Other expense increases include legal and consulting fees for the offshore wind campaign, \$365,000; participation in the County offshore wind campaign, \$100,000; Beach Patrol part-time salary and overtime increases, \$240,617; EMS expenses, \$158,617, and the Cruisin' sponsorship, \$150,000.

Transfers to other funds increased for Transportation, Convention Center and Capital Projects. The transfer to Transportation increased \$317,063 to complete the reduction of Tram operating revenue and expenses and to cover bus maintenance costs over the estimated amount. Deferred ticket revenue was transferred to the Convention Center Fund to offset the expenses of an exterior lighting project. Funds allocated in FY 25 in the Public Works and Recreation operating budgets for Inlet Lot light replacement and paving at Northside Park were transferred to the Capital Projects Fund. Revenue reductions have been accounted for in the Water and Airport Funds. Bond proceeds for the Golf Course clubhouse renovation have been added to the budget. Estimated revenue from vehicle sales has been recognized and transferred to reserves in the Vehicle Trust Fund.

FISCAL IMPACT: The estimated amount required from prior year reserves (fund balance) decreases from \$6,745,099 to \$3,343,478. General Fund revenue estimates from multiple revenue sources and savings in Public Safety and Public Works' departments offset anticipated use of fund balance. The exact amount of fund balance required for the FY 25 budget will be reported in the Town's annual financial report and presented by the Finance Director after the annual audit.

RECOMMENDATION: Approve Ordinance 2025-20 on first reading.



Financially Sound Town Government

ALTERNATIVES: Make further changes to the FY 25 Budget Amendment.

RESPONSIBLE STAFF: Jennie Knapp, Director of Budget and Management

COORDINATED WITH: Not Applicable

ATTACHMENT(S):

1. 25 BA 2 Ordinance.pdf
2. Budget Ppt.pdf
3. FY 25 BA 2 Changes.pdf

ORDINANCE 2025-

TOWN OF OCEAN CITY
OPERATING BUDGET
FISCAL YEAR 2025

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section I, General Fund:			
A. Anticipated Revenue:			
Property Taxes	\$ 50,406,171	\$ 50,406,171	\$ 50,482,706
Other Taxes	31,092,000	30,658,000	31,515,063
Licenses and Permits	4,828,200	4,883,242	6,008,872
Revenue From Other Agencies	7,055,557	8,134,343	8,819,854
Charges For Services	12,989,517	12,734,653	13,473,850
Fines and Forfeitures	1,426,000	1,426,000	1,552,020
Other Revenue	1,698,141	2,211,741	3,536,665
Prior Year Reserves	4,726,654	6,745,099	3,343,478
	<hr/>	<hr/>	<hr/>
Total Revenue	\$ 114,222,240	\$ 117,199,249	\$ 118,732,508
B. Anticipated Expenditures:			
General Government	\$ 5,446,650	\$ 5,513,977	\$ 6,090,812
Public Safety	48,951,239	48,580,189	48,701,268
Public Works/Beach Maintenance	7,425,645	7,364,017	7,474,437
Sanitation and Waste Removal	8,040,213	8,055,382	8,006,642
Highways and Streets	6,806,261	6,837,432	6,483,167
Economic Development -Tourism	15,103,918	17,862,315	18,355,419
Culture and Recreation	9,193,321	8,999,635	9,017,523
Debt Service	6,137,232	6,137,232	6,137,232
	<hr/>	<hr/>	<hr/>
Sub Total	\$ 107,104,479	\$ 109,350,179	\$ 110,266,500
To Airport Fund	43,516	293,516	293,516
To Transportation	1,148,095	1,273,397	1,590,460
To Convention Center Fund	2,346,150	2,370,071	2,541,946
To Capital Maintenance Fund	1,500,000	1,250,000	1,250,000
To Vehicle Trust	150,000	549,136	549,136
To Capital Projects	1,930,000	2,112,950	2,240,950
	<hr/>	<hr/>	<hr/>
Total Expenditures	\$ 114,222,240	\$ 117,199,249	\$ 118,732,508

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section II, Water Fund:			

A. Anticipated Revenue:

Water Sales	\$ 6,073,649	\$ 5,875,239	\$ 5,375,239
Water Fixture Charge	3,092,508	3,092,508	3,092,508
Service Charges	206,650	206,650	235,650
Capacity/Impact Fees	142,128	142,128	142,128
Prior Year Reserves	<u>0</u>	<u>111,339</u>	<u>611,339</u>
Total Revenue	\$ <u>9,514,935</u>	\$ <u>9,427,864</u>	\$ <u>9,456,864</u>

B. Anticipated Expenditures:

Personal Services	\$ 2,461,198	\$ 2,353,966	\$ 2,274,526
Non-Personal Services	3,562,193	3,780,764	3,889,204
Debt Service	1,899,896	1,899,896	1,899,896
Transfer to Reserves	198,410	0	0
Capital Outlay	<u>1,393,238</u>	<u>1,393,238</u>	<u>1,393,238</u>
Total Expenditures	\$ <u>9,514,935</u>	\$ <u>9,427,864</u>	\$ <u>9,456,864</u>

Section III, Transportation Fund:

A. Anticipated Revenue:

Bus Revenue	\$ 2,718,012	\$ 2,480,012	\$ 2,611,637
Train Revenue	1,560,000	878,856	752,407
Federal and State Grants	3,216,157	4,208,657	4,208,657
Transfer-In From General Fund	1,148,095	1,273,397	1,590,460
Prior Year Reserves	<u>242,500</u>	<u>429,713</u>	<u>429,713</u>
Total Revenue	\$ <u>8,884,764</u>	\$ <u>9,270,635</u>	\$ <u>9,592,874</u>

B. Anticipated Expenditures:

Personal Services	\$ 3,744,308	\$ 3,581,375	\$ 3,643,564
Non-Personal Services	3,440,456	3,469,585	3,729,635
Capital Outlay	<u>1,700,000</u>	<u>2,219,675</u>	<u>2,219,675</u>
Total Expenditures	\$ <u>8,884,764</u>	\$ <u>9,270,635</u>	\$ <u>9,592,874</u>

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section IV, Wastewater Fund:			

A. Anticipated Revenue:

Wastewater Treatment Charges	\$ 13,940,591	\$ 13,940,591	\$ 13,940,591
Service Charges	1,176,143	1,176,143	1,176,143
Capacity/Impact Fees	248,160	248,160	248,160
Prior Year Reserves	<u>0</u>	<u>493,348</u>	<u>493,348</u>
Total Revenue	\$ <u>15,364,894</u>	\$ <u>15,858,242</u>	\$ <u>15,858,242</u>

B. Anticipated Expenditures:

Personal Services	\$ 4,500,486	\$ 4,484,021	\$ 4,514,021
Non-Personal Services	5,065,942	5,375,755	5,345,755
Debt Service	3,148,322	3,148,322	3,148,322
Transfer to Reserves	1,129,769	1,129,769	1,129,769
Capital Outlay	<u>1,520,375</u>	<u>1,720,375</u>	<u>1,720,375</u>
Total Expenditures	\$ <u>15,364,894</u>	\$ <u>15,858,242</u>	\$ <u>15,858,242</u>

Section V, Airport Fund:

A. Anticipated Revenue:

Fuel Sales	\$ 828,000	\$ 828,000	\$ 783,807
Rents and Other Revenue	415,996	826,231	883,331
Service Charges	228,000	228,000	126,540
Federal and State Grants	0	0	0
Transfer-In From General Fund	43,516	293,516	293,516
Prior Year Reserves	<u>0</u>	<u>37,935</u>	<u>37,935</u>
Total Revenue	\$ <u>1,515,512</u>	\$ <u>2,213,682</u>	\$ <u>2,125,129</u>

B. Anticipated Expenditures:

Personal Services	\$ 377,096	\$ 377,096	\$ 377,096
Non-Personal Services	1,118,156	1,173,350	1,069,797
Debt Service	20,260	20,260	20,260
Capital Outlay	<u>0</u>	<u>642,976</u>	<u>657,976</u>
Total Expenditures	\$ <u>1,515,512</u>	\$ <u>2,213,682</u>	\$ <u>2,125,129</u>

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section VI, Municipal Golf Course Fund:			
A. Anticipated Revenue:			
Service Charges	\$ 2,300,415	\$ 2,300,415	\$ 2,300,415
Sales and Concessions	562,490	562,490	562,490
Other Revenue	77,000	77,000	77,000
Bond Proceeds	0	0	1,235,675
Prior Year Reserves	6,234	11,108	11,108
	<u> </u>	<u> </u>	<u> </u>
Total Revenue	\$ 2,946,139	\$ 2,951,013	\$ 4,186,688
	<u> </u>	<u> </u>	<u> </u>
B. Anticipated Expenditures:			
Personal Services	\$ 1,329,242	\$ 1,299,436	\$ 1,294,436
Non-Personal Services	1,380,819	1,423,503	1,406,703
Debt Service	0	0	34,239
Transfer to Reserves	152,078	144,074	74,395
Capital Outlay	84,000	84,000	1,376,915
	<u> </u>	<u> </u>	<u> </u>
Total Expenditures	\$ 2,946,139	\$ 2,951,013	\$ 4,186,688
	<u> </u>	<u> </u>	<u> </u>

Section VII, Convention Center Fund:

A. Anticipated Revenue:			
Service Charges	\$ 2,243,159	\$ 2,369,309	2,533,427
State and County Grants	2,396,149	2,508,149	2,508,149
Food & Beverage Tax	1,800,000	1,800,000	1,900,000
Prior Year Reserves	0	276,852	222,568
Transfer-In From General Fund	2,346,150	2,370,071	2,541,946
	<u> </u>	<u> </u>	<u> </u>
Total Revenue	\$ 8,785,458	\$ 9,324,381	\$ 9,706,090
	<u> </u>	<u> </u>	<u> </u>
B. Anticipated Expenditures:			
Personal Services	\$ 4,074,603	\$ 4,086,724	\$ 4,018,314
Non-Personal Services	2,632,620	3,159,422	3,449,341
Debt Service	1,389,319	1,389,319	1,389,319
Transfer to Reserves	688,916	688,916	814,916
Capital Outlay	0	0	34,200
	<u> </u>	<u> </u>	<u> </u>
Total Expenditures	\$ 8,785,458	\$ 9,324,381	\$ 9,706,090
	<u> </u>	<u> </u>	<u> </u>

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section VIII, Information Technology Fund:			

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 2,597,145	\$ 2,597,145	\$ 2,597,145
Prior Year Reserves	<u>0</u>	<u>19,825</u>	<u>0</u>
Total Revenue	\$ <u>2,597,145</u>	\$ <u>2,616,970</u>	\$ <u>2,597,145</u>

B. Anticipated Expenditures:

Personal Services	\$ 1,200,523	\$ 1,200,523	\$ 1,222,369
Non-Personal Services	1,371,622	1,391,447	1,349,776
Transfer to Reserves	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
Total Expenditures	\$ <u>2,597,145</u>	\$ <u>2,616,970</u>	\$ <u>2,597,145</u>

Section IX, Service Center Fund:

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 5,330,599	\$ 5,330,599	\$ 5,066,237
Prior Year Reserves	<u>85,000</u>	<u>85,000</u>	<u>348,883</u>
Total Revenue	\$ <u>5,415,599</u>	\$ <u>5,415,599</u>	\$ <u>5,415,120</u>

B. Anticipated Expenditures:

Personal Services	\$ 1,865,101	\$ 1,865,101	\$ 1,826,601
Non-Personal Services	3,550,498	3,550,498	3,588,519
Debt Service	0	0	0
Capital Outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>5,415,599</u>	\$ <u>5,415,599</u>	\$ <u>5,415,120</u>

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section X, Vehicle & Equipment Trust Fund:			

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 3,806,027	\$ 3,806,027	\$ 3,806,027
Sales - Materials & Service	367,097	367,097	358,939
Sale of Assets	100,000	100,000	210,856
Transfer From General Fund	150,000	549,136	549,136
Prior Year Reserves	<u>684,000</u>	<u>2,059,632</u>	<u>2,059,632</u>
Total Revenue	\$ <u>5,107,124</u>	\$ <u>6,881,892</u>	\$ <u>6,984,590</u>

B. Anticipated Expenditures:

Non-Personal Services	\$ 1,625,859	\$ 1,625,859	\$ 1,621,795
Debt Service	895,810	895,810	895,810
Transfers to Reserves	150,000	121,426	228,188
Capital Outlay	<u>2,435,455</u>	<u>4,238,797</u>	<u>4,238,797</u>
Total Expenditures	\$ <u>5,107,124</u>	\$ <u>6,881,892</u>	\$ <u>6,984,590</u>

Section XI, Risk Management Fund:

A. Anticipated Revenue:

Service Charges To Other Funds	\$ 3,674,126	\$ 3,674,126	\$ 3,674,126
Interest Earned	42,919	42,919	42,919
Prior Year Reserves	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenue	\$ <u>3,717,045</u>	\$ <u>3,717,045</u>	\$ <u>3,717,045</u>

B. Anticipated Expenditures:

Personal Services	\$ 214,774	\$ 226,386	\$ 235,135
Non-Personal Services/Claims	3,442,271	3,490,659	3,481,910
Transfer to Reserves	<u>60,000</u>	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>3,717,045</u>	\$ <u>3,717,045</u>	\$ <u>3,717,045</u>

SOURCE	ADOPTED FY-2025	AMENDMENT # 1 2ND READING FY-2025	AMENDMENT # 2 1ST READING FY-2025
Section XII, Pension Trust Funds:			
A. Anticipated Revenue:			
Employer Contributions	\$ 9,838,827	\$ 9,838,827	\$ 9,838,827
Employee Contributions	1,825,000	1,825,000	1,825,000
Investment Earnings	<u>6,150,000</u>	<u>6,150,000</u>	<u>6,150,000</u>
Total Revenue	\$ <u>17,813,827</u>	\$ <u>17,813,827</u>	\$ <u>17,813,827</u>
B. Anticipated Expenditures:			
Benefit Payments	\$ 10,370,000	\$ 10,370,000	\$ 10,370,000
Non-Personal Services	880,000	880,000	880,000
Reserve for Employee's Retirement	<u>6,563,827</u>	<u>6,563,827</u>	<u>6,563,827</u>
Total Expenditures	\$ <u>17,813,827</u>	\$ <u>17,813,827</u>	\$ <u>17,813,827</u>
Section XIII, OPEB Trust Funds:			
A. Anticipated Revenue:			
Employer Contributions	\$ 0	\$ 0	\$ 0
Employee Contributions	300,000	300,000	300,000
Investment Earnings	<u>1,540,000</u>	<u>1,540,000</u>	<u>1,540,000</u>
Total Revenue	\$ <u>1,840,000</u>	\$ <u>1,840,000</u>	\$ <u>1,840,000</u>
B. Anticipated Expenditures:			
Benefit Payments	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
Non-Personal Services	235,000	235,000	235,000
Reserve for Retiree Health	<u>205,000</u>	<u>205,000</u>	<u>205,000</u>
Total Expenditures	\$ <u>1,840,000</u>	\$ <u>1,840,000</u>	\$ <u>1,840,000</u>

SOURCE	ADOPTED FY-2025	2ND READING FY-2025	1ST READING FY-2025
Section XIV, General Capital Projects Fund:			
A. Anticipated Revenue:			
General Fund Contribution	3,430,000	3,362,950	3,490,950
Inlet Lot Parking Revenue	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>
Total Revenue	\$ <u>3,680,000</u>	\$ <u>3,612,950</u>	\$ <u>3,740,950</u>
B. Anticipated Expenditures:			
Street Paving	1,830,000	1,830,000	1,830,000
Capital Maintenance	1,500,000	1,250,000	1,250,000
Tarry Awhile Maintenance	0	114,950	114,950
Inlet Lot light replacement	0	0	70,000
17th St Bulkhead repair	0	68,000	68,000
Northside Park paving	0	0	58,000
Boardwalk Maintenance	100,000	100,000	100,000
Reserve for Future Capital Projects	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>
Total Expenditures	\$ <u>3,680,000</u>	\$ <u>3,612,950</u>	\$ <u>3,740,950</u>

Section XIV, All Funds Expenditure Summary:

General Fund			
Water Fund	\$ 114,222,240	\$ 117,199,249	\$ 118,732,508
Transportation Fund	9,514,935	9,427,864	9,456,864
Wastewater Fund	8,884,764	9,270,635	9,592,874
Airport Fund	15,364,894	15,858,242	15,858,242
Municipal Golf Course Fund	1,515,512	2,213,682	2,125,129
Convention Center Fund	2,946,139	2,951,013	4,186,688
Information Technology Fund	8,785,458	9,324,381	9,706,090
Service Center Fund	2,597,145	2,616,970	2,597,145
Vehicle & Equipment Trust Fund	5,415,599	5,415,599	5,415,120
Risk Management Fund	5,107,124	6,881,892	6,984,590
Pension Trust Funds	3,717,045	3,717,045	3,717,045
OPEB Trust Fund	17,813,827	17,813,827	17,813,827
	<u>1,840,000</u>	<u>1,840,000</u>	<u>1,840,000</u>
Sub Total	\$ 197,724,682	\$ 204,530,399	\$ 208,026,122
LESS: Interfund Transfers	<u>(32,214,485)</u>	<u>(32,546,658)</u>	<u>(32,899,234)</u>
Total Expenditures	\$ 165,510,197	\$ 171,983,741	\$ 175,126,888
Capital Projects Fund - General	<u>3,680,000</u>	<u>3,612,950</u>	<u>3,740,950</u>
Grand Total	\$ <u>169,190,197</u>	\$ <u>175,596,691</u>	\$ <u>178,867,838</u>

Section XV, Special Authorization - Budget Manager:

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

Section XVI, Restrictions - City Manager:

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

Section XVII, Tax Rate:

An Ad Valorem Tax Rate of \$0.4426 per \$100 of assessed valuation of real property and a rate of \$1.11 per \$100 of assessed valuation of corporate and personal property tax is required to fund this budget. INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on August 18, 2025.

ADOPTED AND PASSED, by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on September 2, 2025

RICHARD W. MEEHAN, MAYOR

MATTHEW M. JAMES, PRESIDENT

DIANA CHAVIS, CITY CLERK

ANTHONY J. DELUCA, SECRETARY

ADOPTED:

Date

MOTION TO ADOPT BY:

MOTION SECONDED BY:

VOTE:

FOR:

AGAINST:



TOWN OF OCEAN CITY

BUDGET AMENDMENT # 2



INFORMATION TECHNOLOGY

- * Savings in operational supplies and equipment maintenance were used to offset:
 - Increased cost of health insurance resulting from change in coverage
 - Full-time salaries, retirement and overtime
 - Reduction in estimated amount of IT fund balance to cover prior year purchase orders



PURCHASING/SERVICE CENTER

- * Reduction in estimated revenue from fuel sales and mechanic labor charges, (421,574)
- * Increase in estimated revenue from parts and supplies, \$157,212
- * Increase in amount of Service Center fund balance used, \$263,883
- * Line item adjustments reducing personnel expenses and increasing operating costs, \$38,201
 - Adjustments to purchases for resale for fuel and parts
 - Vehicle lift maintenance cost over budgeted amount



VEHICLE TRUST

- * Revenue:
 - Increased estimated revenue from sale of assets (Govdeals.com), \$110,856
 - Reduced estimate for cell tower antenna rental, (\$8,158)
- * Expenses:
 - Increased Transfer to Reserves for future vehicle purchases, \$106,762
 - Increased estimate for vehicle fees, \$4,094
 - Reduced estimate for radio maintenance, (\$8,158)



RISK MANAGEMENT

- * Insurance expenses, (\$7,271)
- * Other expense adjustments, (\$1,478)
- * Increase in salary and benefit expenses, \$8,749



WATER FUND

- * Revenue:
 - Reduction in estimate for metered usage charges, (\$500,000).
 - Water Fund Balance used to offset above, \$500,000
 - Increase in estimated connection fees, \$29,000
- * Expenses:
 - 33rd street well re-line, \$43,645
 - Distribution system supplies, \$39,795
 - Energy, \$25,000
 - Reduction in salary and benefit accounts, (\$79,440)



WASTEWATER

- * Revenue: No change
- * Expenses:
 - 30,000 Increased overtime
 - (20,000) Building maintenance
 - (10,000) Tipping Fees



TRANSPORTATION

- * Tram Division: \$204,063 Transfer from General Fund
 - (\$126,449) Tram passenger revenue
 - \$52,614 Tram expenses
 - \$25,000 Tram consultant
- * Bus Division: \$113,000 Transfer from General Fund
 - \$115,935 increased vehicle fuel and maintenance
 - \$66,501 vehicle insurance claim
 - \$62,189 Part-time driver salaries and unemployment
 - Offset by the following revenue adjustments:
 - \$66,501 insurance reimbursement
 - \$65,124 bus division revenue



AIRPORT

- * Reduced revenue estimates (\$103,553) which were offset by concrete crushing and fuel purchase expense reductions (\$103,553)
- * Recognized \$15,000 private contribution to offset underground cable legal fees



GOLF COURSE FUND

- * Bond proceeds-\$1,235,675 for Clubhouse renovation project
- * Estimated Transfer to Reserves reduced to cover the following:
 - \$58,679 Tidal flooding project expenses
 - \$11,000 Clubhouse sprinkler system
- * Operational expense reductions, \$21,800 transferred to Clubhouse renovation project to cover change orders



CONVENTION CENTER FUND

- * Deferred Ticket Revenue transferred from General Fund for exterior lighting project, \$171,875
- * Increased Service Charge revenue to offset cost of café tables/chairs and electronic marquee repair, \$54,284
- * Increased estimate for Food and Beverage Tax and interest on Food Tax, \$126,000. This amount increases the Transfer to Reserves line item for future debt service payments
- * Increased Service Charge revenue to offset continuation of "Refresh" project, \$60,850, and Maintenance division expenses, \$22,984
- * Reduced Estimated use of Prior Year Reserves, (54,284)



GENERAL FUND OVERVIEW

- * Overall increase of General Fund budget of \$1,533,259.
- * Recognizing revenue that will exceed the budgeted amount
- * Grants, donations and interest
- * Reduction of Prior year reserves (Fund balance)
 - Budget Amendment # 1, an estimated \$6,745,009 from fund balance
 - Budget Amendment # 2 reduces the estimate to \$3,343,478



REVENUE SOURCES THAT INCREASED

* Interest on Investments	1,067,857
* Grants, donations, insurance	942,578
* Room Licenses	883,630
* Amusement Tax	667,063
* Service Charges (Fees)	383,658
* Deferred Ticket Revenue	353,500
* Parking Revenue and Fines	300,020
* Building Permits	287,000
* Property & Other Taxes	<u>266,535</u>
* Total Changes	5,151,841



REVENUE UNDER BUDGET ESTIMATE

* Reduction in amount estimated from Prior Year reserves (Fund Balance) (\$3,401,621)	
– Increase other General Fund revenue:	\$2,325,000
– Public Safety savings:	556,330
– Public Works savings:	329,700
– Little Salisbury Park:	<u>235,891</u>
Total:	\$3,446,921
* Rentalscape Monitoring Service Fee:	(\$45,300)



ROOM TAX – BA # 2

- * Estimate remains at \$25,000,000
 - \$21,211,655 collected through May 2025
 - \$ 3,874,414 collected in June 2024
- * If the same amount is collected in June 2025, revenue will slightly exceed budget
- * Through May, Room Tax is 1.43% under FY 24 actual
- * If that trend continues through June, the amount collected would also slightly exceed \$25,000,000



EXPENDITURE INCREASES

* Grants, donations, insurance	\$720,161
* Legal Fees and Wind Consultant	365,000
* Deferred Ticket Revenue	353,500
* Transfer to Transportation	317,063
* Beach Patrol Part-time and overtime	240,617
* State Tourism Grant	222,417
* EMS expenses	158,617
* Cruisin' sponsorship	150,000
* County wind campaign	100,000
* Other Expense Increases	<u>91,766</u>
Total Expense Increases:	\$2,719,141



EXPENSE REDUCTIONS

- *Public Safety savings (\$556,330)
- *Public Works savings (\$329,700)
- *Little Salisbury Park (\$235,891)
- *Springfest/Winterfest expense reductions: (\$63,961)



DEFERRED TICKET REVENUE

- *Balance at 6/30/2024: \$164,573.92
- *Additions:
 - C3: \$156,308
 - Country's Calling: 138,458
 - Boardwalk Rock: 312,570
 - Other concerts: 17,373.98
- *Balance after additions: \$789,283.90



DEFERRED TICKET REVENUE

- *Balance after additions: \$789,283.90
- *Uses:
 - Convention Center lighting: \$171,875
 - Boardwalk Rock security: 100,000
 - Winterfest trackless train: 42,975
 - Boardwalk Smile sign: 38,650
 - Winterfest display: 7,038
- *Balance at 6/30/25: \$428,745.90



CAPITAL PROJECTS

- * Inlet Lot light replacement \$ 70,000
- * Northside Park paving project \$ 58,000
- Total Increase \$ 128,000

Changes Since Budget Amendment # 2

General Fund Revenue:

Property Taxes	76,535	40,000 Corporation Tax; 36,535 Property taxes
Other Taxes	857,063	667,063 Admissions Tax; 130,000 Highway User Tax 60,000 Income Tax
Licenses and Permits	1,125,630	1,109,380 Room Licenses; 287,000 P&Z fees; (215,750) Noise Permits; (45,000) Cable TV franchise; (10,000) Business Licenses
Revenue From Other Agencies	685,511	222,417 State Advertising grant; 179,857 Fire PPE grant; 124,613 State grants for concerts; 124,087 Public Safety grants; 34,537 Worcester County grants
Service Charges	739,197	353,500 Tourism Deferred Revenue; 174,000 Parking; 192,530 Recreation; 118,186 Medicaid; 28,260 Solid Waste 20,788 Private Event; 14,262 Emergency Medical; 9,632 Sponsorships; (69,000) Photo franchise; (63,961) Springfest; (39,000) Tourism division "sales other"
Fines and Forfeitures	126,020	154,000 Parking fines; 15,020 Police forfeiture funds; (43,000) tow fines
Other Revenue	1,324,924	1,067,857 Investment interest; 125,211 County ARPA funds to repair fire engine rust; 50,715 Boardwalk bench donations; 33,254 Miscellaneous revenue; 19,994 Paramedic 16,741 Insurance reimbursement; 11,152 Donations
Prior Year Reserves	(3,401,621)	45,300 Rentalscape Monitoring Service; (2,325,000) Increase other General Fund revenue estimates; (556,330) Public Safety savings; (329,700) Public Works savings; (235,891) Little Salisbury Park;
	<u>1,533,259</u>	

General Fund Expenses:

General Government	576,835	320,000 Legal Fees (164,310 Wind + 121,960 General legal + 33,730 other legal); 45,000 Wind consultant; 45,300 Rental monitoring service; 100,000 County Wind campaign; 40,000 Transfer from Building to P&Z; 26,000 Credit Card fees; 10,000 Cricket Center appropriation increase; 8,170 Unemployment; 2,365 Other; (20,000 savings in P&Z)
Public Safety	121,079	179,857 Fire PPE grant; 158,617 EMS expenses (offset by Medicaid, ambulance revenue and County EMS grant); 125,211 County ARPA funds for engine rust repair; 115,630 Building software upfront costs; 97,918 Public Safety grants; 21,421 Inauguration reimbursement; 19,994 Paramedic foundation reimbursement; 16,741 insurance reimbursement for damage to garage door; 15,020 forfeiture funds; 10,000 FSU ballistic vests; (556,330) savings; (43,000 towing expense); (40,000) Transfer to P&Z
Public Works/ Beach Maintenance	110,420	129,665 Transfer from Highways & Streets division; 50,715 boardwalk bench donations; 38,650 Boardwalk smile sign (Deferred ticket revenue); 1,890 donations; (110,500) departmental savings
Sanitation and Waste Removal	(48,740)	135,453 Vehicle fuel and maintenance; (160,000) Reworld (waste to energy) expenses; (24,193) salaries and benefits
Highways and Streets	(354,265)	4,600 Bike Light donations; (159,200) departmental savings;

		(129,665) Transfer to General Public Works division; (70,000) Inlet lot light replacement funds transferred to capital projects
Economic Development - Tourism	493,104	222,417 State Tourism grant; 150,000 Cruisin' sponsorship; 100,000 Boardwalk Rock security; 42,975 Winterfest trackless train; 20,788 Special Event division expenses; 14,390 MLK weekend expenses; 6,495 Character breakfast expenses; (63,961) Springfest/Winterfest expenses to offset Springfest revenue reduction.
Culture and Recreation	17,888	240,617 additional funding for Beach Patrol part-time and overtime; 40,000 additional Parks maintenance projects; 14,230 donations; 9,632 sponsorships; 7,300 concession supplies; (235,891) Little Salisbury Park renovation; (58,000) Paving project funds transferred to capital projects
Transfer to Transportation	317,063	204,063 Reduce Tram revenue and cover Tram expenses; 113,000 Increase bus maintenance expenses
Transfer to Convention Center	171,875	Special Event deferred revenue for exterior lighting project
Transfer to Capital Projects	128,000	70,000 Inlet lot light replacement; 58,000 Northside Park paving project
	<u>1,533,259</u>	

Water Fund

Revenue:

Water Sales	(500,000)	Metered Usage Charges
Service Charges	29,000	Connection Fees
Prior Year Reserves	<u>500,000</u>	
	29,000	

Expenses:

Personal Services	(79,440)	(64,500) Salaries; 4,600 Overtime; (19,540) benefits
Non-Personal Services	108,440	43,645 33rd street well reline; 39,795 Distribution system supplies; 25,000 Energy
	<u>29,000</u>	

Transportation Fund

Revenue:

Bus Revenue	131,625	44,813 bus passenger revenue; 66,501 Insurance claim payments; 45,311 interest on investments; (25,000) Bus advertising
Train Revenue	(126,449)	(148,607) Tram passenger revenue; 22,158 Tram advertising revenue
Transfer In From General Fund	317,063	204,063 Tram revenue/expenses; 113,000 Increase bus maintenance
	<u>322,239</u>	

Expenses:

Personal Services	62,189	34,499 Boardwalk Rock bus driver expenses; 33,768 Part-time bus driver salaries; 33,865 unemployment; (21,800) full-time salary savings; (11,643) Overtime; (5,000) Interdepartmental Labor; (1,500) Benefit savings
Non-Personal Services	260,050	201,606 vehicle fuel and maintenance; 52,614 Tram expenses; 25,000 Tram consultant; (19,170) bus operational expenses
	<u>322,239</u>	

Wastewater Fund**Revenue:**

No change

Expenses:

Personal Services	30,000	30,300 overtime (300) part-time salaries
Non-Personal Services	(30,000)	(20,000) Building Maintenance; (10,000) Tipping Fees
	<u>0</u>	

Airport Revenue:

Fuel Sales	(44,193)	(43,833) Jet Fuel; (360) 100LL Fuel Sales
Rents and Other Revenue	57,100	45,026 Interest; 15,000 cable fees; (2,926) Other revenue adjustments
Service Charges	(101,460)	Concrete disposal revenue
	<u>(88,553)</u>	

Airport Expenses:

Non-Personal Services	(103,553)	(58,460) concrete crushing expense; (47,294) purchases for resale - fuel; 2,100 vehicle labor; 101 all other increases
Capital Outlay	<u>15,000</u>	Underground cable legal fees
	<u>(88,553)</u>	

Golf Course Revenue:

Bond Proceeds	1,235,675	Golf Course renovations
Golf Course Expenses:		
Personal Services	(5,000)	Pension Contribution
Non-Personal Services	(16,800)	(21,800) Building Maintenance - HVAC expense transferred to Golf Course renovation project; 5,000 replace gas powered utility vehicle
Debt Service	34,239	Cost of Issuance 2024 bonds - Golf Course renovation
Transfer to Reserves	(69,679)	(58,679) Tidal project expenses; (11,000) Clubhouse renovation sprinkler system
Capital Outlay	1,292,915	1,201,436 Golf Course renovation; 31,800 change orders for renovation project; 11,000 sprinkler for Golf Course renovation project; 65,679 expenses for Tidal flooding project; (17,000) contingency for other Golf Course renovation projects
	<u>1,235,675</u>	

Convention Center Revenue:

Service Charges	164,118	69,284 Hall Rental; 90,850 Food & Beverage; 30,000 Service Charges; 26,000 Interest on Food Tax; (52,016) City-sponsored events
Food and Beverage Tax	100,000	Food & Beverage revenue estimate
Prior Year Reserves	(54,284)	Fund café table/chairs and electronic marquee repairs with Service charges instead of fund balance
Transfer In From General Fund	<u>171,875</u>	Deferred ticket revenue - Exterior lighting project
	381,709	

Convention Center Expenses:

Personal Services	(68,410)	46,800 Overtime; (34,611) Part-time salaries; (17,868) full-time salaries; (40,431) health insurance; (16,300) retirement; (4,000) FICA; 1,000 Deferred compensation; (3,000) Unemployment
Non-Personal Services	289,919	171,875 Exterior lighting project; 60,850 continuation of "Refresh" project; 55,000 Energy; 30,000 Building Maintenance; 17,210 Maintenance supplies; 5,000 credit card fees; 2,000 Other increases; (52,016) City-sponsored event expenses
Transfer to Reserves	126,000	100,000 Food Tax estimate + 26,000 interest on Food Tax
Capital Outlay	<u>34,200</u>	Hall C Lutron Lighting replacement
	381,709	

Information Technology Revenue:

Prior Year Reserves	(19,825)	Use of savings in operational budget instead
Information Technology Expenses:		
Personal Services	21,846	15,717 health insurance; 2,759 Full-time salaries; 2,000 retirement; 1,370 overtime
Non-Personal Services	(41,671)	(31,671) Operational Supplies; (12,000) Equipment Maintenance; 2,000 Energy
	<u>(19,825)</u>	
Service Center Revenue:		
Service Charges to Other Funds	(264,362)	(349,137) Fuel Sales; 157,212 Parts & Supplies revenue (72,437) Mechanic Labor charges
Prior Year Reserves	<u>263,883</u>	
	(479)	
Service Center Expenses:		
Personal Services	(38,500)	13,500 Overtime; 6,000 Part-time salaries; 500 Deferred compensation; (50,000) Full-time salaries; (5,000) retirement (3,500) FICA
Non-Personal Services	38,021	63,500 vehicle lift maintenance; 257,393 purchases for resale - parts; (257,872) purchases for resale - fuel; 5,000 Building Maintenance; 5,000 Equipment maintenance; (13,000) Training; (13,000) Supplies; (5,000) Vehicle Parts; (2,000) Vehicle fuel; (2,000) Tipping Fees
	<u>(479)</u>	
Vehicle Trust Fund Revenue:		
Sales - Materials and Service	(8,158)	Cell tower antenna rental
Sale of Assets	<u>110,856</u>	Sale of vehicles
	102,698	
Vehicle Trust Fund Expenses:		
Non-Personal Services	(4,064)	4,094 increase estimate for vehicle fees; (8,158) reduce estimate for radio maintenance
Transfer to Reserves	106,762	Revenue for vehicle sales less the increased estimate for vehicle fees
	<u>102,698</u>	
Risk Management Fund		
Risk Management Fund Revenue		No change
Risk Management Fund Expenses:		
Personal Services	8,749	4,627 full-time salaries; 2,739 health insurance; 660 part-time salaries; 423 deferred compensation; 300 FICA
Non-Personal Services/Claims	(8,749)	24,595 Insurance policy expense; 122 Communications; (31,866) Auto claims; (1,600) Training
	<u>0</u>	
Pension & OPEB Funds:		No change
General Capital Projects Revenue:		

General Fund Contribution	128,000	70,000 Inlet Lot light replacement; 58,000 Northside Park paving
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General Capital Projects Expenses:

Inlet Lot light replacement	70,000
Northside Park paving	<u>58,000</u>
	128,000



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.C
Council Meeting August 18, 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: First Reading Ordinance 2025-21
DATE: August 11, 2025

ISSUE(S): First Reading - Ordinance 2025-21 as approved July 29 so Town Code coincides with Maryland State Fire Code NFPA1 and 101 changes.

SUMMARY: This proposed ordinance is a housekeeping measure to clean up current code and to incorporate recently adopted 2024 State Fire Prevention Codes.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve Ordinance 2025-21 on first reading.



Excellent Service through a High Performing Town Organization

ALTERNATIVES: None suggested.

RESPONSIBLE STAFF: Joe Sexauer, Fire Marshal
Josh Bunting, Fire Chief

COORDINATED WITH: Fire Commission

ATTACHMENT(S): 1. ORD 2025 - Amend Chapter 34 - Fire Code.pdf
2. Fire Code Changes, Summary.pdf

First Reading _____

Second Reading _____

ORDINANCE 2025 - _____

AN ORDINANCE TO AMEND CHAPTER 34, ENTITLED FIRE PREVENTION AND PROTECTION, ARTICLE II, ENTITLED ADMINISTRATION; ARTICLE III, ENTITLED FIRE PREVENTION STANDARDS; AND ARTICLE V, ENTITLED QUALITY ASSURANCES PROGRAM OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT CHAPTER 34, ENTITLED FIRE PREVENTION AND PROTECTION, ARTICLE II, ENTITLED ADMINISTRATION; ARTICLE III, ENTITLED FIRE PREVENTION STANDARDS; AND ARTICLE V, ENTITLED QUALITY ASSURANCES PROGRAM OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND BE, AND IT IS HEREBY, AMENDED AS FOLLOWS:

CHAPTER 34 – FIRE PREVENTION AND PROTECTION

...

ARTICLE II. – ADMINISTRATION

...

Sec. 34-26. - Appeals from decisions of fire marshal.

Whenever the fire marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this article do not apply or that the true intent and meaning of this article has been misconstrued or wrongly interpreted, the applicant may appeal in writing from the decision of the fire marshal, within thirty (30) days of that decision, to the fire prevention commission. The applicant may further appeal the decision of the fire prevention commission to the circuit court for the county within thirty (30) days from the date of the decision appealed.

(Code 1999, § 34-26; Ord. No. 2020-05, 6-15-2020)

...

ARTICLE III. - FIRE PREVENTION STANDARDS

LAW OFFICES

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

SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

Sec. 34-41. Adoption of state agency regulations.

The State of Maryland Fire Prevention Code (COMAR 29.06.01), current edition, as amended by the state fire prevention commission, save and except such portions as are hereinafter modified or amended by this article, at least one copy of which has been and is now filed in the office of the clerk to the Mayor and City Council of Ocean City, is and the same is hereby adopted and incorporated as fully as if set forth herein, and from the date on which the ordinance from which this article is derived shall take effect, the provisions thereof shall be controlling within the corporate limits of the Town of Ocean City, insofar as the same may be applicable and not hereinafter modified or amended.

(Code 1999, § 34-41; Ord. No. 2020-05, 6-15-2020)

Sec. 34-42. Adoption of National Fire Protection Association standards.

(A a) Except as amended by this article or the most recent edition of the State of Maryland Fire Prevention Code (COMAR 29.06.01), as amended by the state fire prevention commission, save and except such portions as are hereinafter modified or amended by this article the following editions of the following codes as published by the National Fire Protection Association, Inc. (NFPA), 1 Batterymarch Park, Quincy, Massachusetts 02269, are adopted by reference in their entirety as supplements and additions to the text of this article. The text of these adopted codes, standards and recommended practices shall be fully enforceable as other regulations adopted under the provisions of this article as if the same were incorporated and set forth at length therein. The documents incorporated by reference in this article are available for inspection at the office of the fire marshal for the Town of Ocean City and are available for review by the public during normal business hours.

NFPA Number	Title
1	Fire Code, 2018 2024 edition
101	Life Safety Code, 2018 2024 edition

(1) ~~Amend NFPA 1, 2018 edition, subsection 13.3.2.8.1 and NFPA 101, 2018 edition, subsection 13.5.1 to add:~~

~~"Existing, unsprinklered dancehall/nightclub assembly occupancies that are otherwise code compliant as of the effective date of the ordinance from which this division is derived, shall not be found in violation of these subsections, provided that progressive work for implementation is taken by the building owner, and the following benchmarks are met:~~

~~A. Notice of requirement to meet the sprinkler requirements of NFPA 1, 2018 edition, subsection 13.3.2.8.1 and NFPA 101, 2018 edition, subsection 13.5.1 shall be submitted to the building owner and becomes effective upon the rescission, repeal and/or amendment to Maryland Governor's Order 20-05-06-01 (Gatherings, Fifth Amended 5.6.20, as amended and revised) that~~

~~would effectively allow the occupancy to open for large gatherings and events.~~

- ~~B. Each building owner shall, within 60 days of receiving notice, file a written intent to comply with the regulations outlined in this section, to the office of the fire marshal.~~
- ~~C. Each building owner shall, within 12 months of receiving notice, submit plans to the office of the fire marshal, for the installation of the required fire sprinkler system and associated equipment and underground water supply.~~
- ~~D. Each building owner shall, within 36 months of receiving notice, ensure that the entire building is equipped with, and protected by, a compliant fire sprinkler system installed in accordance with National Fire Protection Association NFPA 13, Standard for the Installation of Sprinkler Systems."~~

(b) Local Amendments to NFPA 1, 2024 edition are as follows:

- (1) Section 13.3.2.24.2 shall be deleted and replaced with the following: "Existing high-rise buildings shall be protected in accordance with section 34-46 of the Code."
- (2) Section 18.2.3.5.1.1 shall be amended by adding the following to the end of the section: "Multi-family dwellings and townhouses shall comply with Section 34-48 of the Code."
- (3) Section 20.1.4.4.1 shall be added to by adding the following to the end of the section:

Existing Class A and Class B special amusement buildings that are not in violation of NFPA 101, 2024 edition, Section 13.4.9 entitled Special Amusement Buildings as of June 23, 2025, shall not be found immediately in violation of this section, provided that progressive work for implementation for the revised requirements of this section is taken by the building owner, and the following benchmarks are met:

- 1. Within sixty (60) days of receiving notice from the Office of the Fire Marshal of this section's application to the building, the building owner shall file a written and signed intent to comply with this section with the fire marshal.
- 2. Within six (6) months of receiving said notice, the building owner shall submit plans to the fire marshal for the installation of the required fire alarm system and associated initiating and notification devices.
- 3. Within twenty-four (24) months of receiving said notice, the building owner shall ensure that the special amusement building is protected by an approved fire alarm and smoke detection system.

(4) Section 20.11 shall be deleted.

(c) Local Amendments to NFPA 101, 2024 edition are as follows:

(1) Section 1.3.1 shall be deleted and replaced with the following: “NFPA 101 shall apply to both new construction and existing buildings and structures, except those used solely as one and two-family dwellings containing not more than two dwelling units.”

(2) Section 13.4.9.4.1 shall be added to by adding the following to the end of the section:

Existing Class A and Class B special amusement buildings that are not in violation of NFPA 101, 2018 edition, Section 13.4.8 entitled Special Amusement Buildings as of June 23, 2025, shall not be found immediately in violation of this section, provided that progressive work for implementation for the revised requirements of this section is taken by the building owner, and the following benchmarks are met:

1. Within sixty (60) days of receiving notice from the Office of the Fire Marshal of this section’s application to the building, the building owner shall file a written and signed intent to comply with this section with the fire marshal.
2. Within six (6) months of receiving said notice, the building owner shall submit plans to the fire marshal for the installation of the required fire alarm system and associated initiating and notification devices.
3. Within twenty-four (24) months of receiving said notice, the building owner shall ensure that the special amusement building is protected by an approved fire alarm and smoke detection system.

(3) Section 24.2 shall be replaced and all references in NFPA 101 to Section 24.2 shall be replaced with the requirements of Code Chapter 10 for Emergency Escape and Rescue Openings.

(Code 1999, § 34-42; Ord. No. 2020-05, 6-15-2020)

Sec. 34-43. Regulations; permits and fees.

(a) Within the corporate limits of the Town of Ocean City, except by special permit from the fire marshal:

- (1) No fires of any kind which shall include, but are not limited to, barbeque grills, charcoal grills, hibachis, gas fired grills, liquid propane gas stoves or similar apparatus, or bonfires shall be permitted on the beach or other public property,

except those public properties which provide grilling areas, and those public properties which are leased for private usage.

- (2) Trash, paper, straw, empty cartons or any kind of packing material or boxes shall not be left on streets, sidewalks, the boardwalk, alleys, roadways, or beaches at any time, except in approved fireproof containers.
- (3) No trash, weeds or dry grass shall be burned at any time.
- (4) Fire department connections sprinkler/standpipes.
 - a. All hose couplings for the department connections for automatic sprinkler and standpipe systems shall be of a 2½-inch national hose threads size.
 - b. All fire department connections for building fire suppression systems in new or existing structures within the corporate limits of the Town of Ocean City shall be marked in accordance with NFPA 170, Standard for Fire Safety and Emergency Symbols.
 - c. Fire department connections shall be located and shall be visible on a street front. Such connections shall be located so that immediate access can be made by the fire department.
 - d. Fire department connections shall not be obstructed by fences, bushes, trees, walls, or any other similar object.
 - e. Fire department connections shall not be less than 18 inches and not more than 42 inches in elevation, measured from the ground level to the centerline of the inlets in new installations.
- (5) All chimneys shall be installed in accordance with NFPA 211, Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.
- (6) All beach umbrellas, chairs, mats, and other beach accessories stored overnight on public property near the boardwalk area must be covered by a material which is fire resistant.
- (7) All places of public accommodation, including, but not limited to, hotels, motels, apartment houses and roominghouses, not open for guests during the winter months, must have all outside doors and windows closed and locked if such doors and windows are accessible from the street, alley or boardwalk level without a ladder.
- (8) Any building damaged by fire, which fire damages any circuit, must have all such circuits fully repaired or replaced in accordance with NFPA 70, National Electrical Code.
- (9) During the period between May 15 and September 20 of each and every year, all gasoline tankers discharging products to service stations shall make deliveries only between the hours of 12:00 midnight and 10:00 a.m. of the following day.

- (10) All vacant lots must be kept clean of trash, high weeds, or high grass.
- (11) All ground floors under closed buildings must be kept free from trash or other highly combustible material.
- (12) All asphalt tar trailers, when being prepared for use or in use, shall be no closer than 20 feet to any building and shall have at least two multi-purpose fire extinguishers with a minimum classification of a 4A 40 BC rating. At least one fire extinguisher shall be located next to the tar trailer and at least one located at the area of application, roof surface, etc. The asphalt tar trailer shall have hinged covers that will close within three inches of shut.
- (13) Wood shingles or shakes may not be used as a roof-surfacing material on any type of building unless such building is no more than three stories in height and no more than 9,000 square feet in size and, provided that shingles or shakes have a fire rating of at least Class B.
- (14) No open-air burning of any kind at any time shall be permitted by any person, firm, corporation, or agency within the corporate limits of the Town of Ocean City. The term "open-air burning" means any fire- or smoke-producing process wherein the combustion products are directly emitted into the atmosphere without passing through any air pollution control equipment; provided, however, that salamanders or other such devices may be used for heating by construction or other workers, provided that no smoke violation or other nuisance is created; and further provided, however, that the salamanders or other such devices are approved by the fire marshal's office of the Town of Ocean City.
- (15) No fireworks such as flash powder, flash sheets or any other combustible or explosive composition, or any substance or combination of substances, or articles prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation shall be utilized in a public place of assembly.
- (15.1) To possess ground-based sparkling devices (a.k.a., cylindrical or cone fountains) whether aerial or non-aerial and explosive or nonexplosive.
- (16) The use of charcoal burning, other fuel burning or electrical cooking equipment outside of any multifamily dwelling shall be prohibited unless such cooking equipment is at least 20 feet from every part of the building.
- (17) On all new installations, the storage and handling of liquefied petroleum gases, shall be stored, handled, and installed in accordance with Minimum Requirements of NFPA 58, Standard for the Storage and Handling of Liquefied Petroleum Gases and NFPA 54, National Fuel Gas Code. Any modifications and/or repairs to existing installations shall be in accordance with the minimum requirements as set forth under new installations. Existing installations shall be permitted to remain in use, provided that there are no serious life safety hazards that exist in the opinion of the fire marshal. On all new stationary and/or temporary installations, a permit must be obtained from the fire marshal as set forth in this article prior to the installation of a storage container or the combination of containers with an aggregate water capacity of 245 pounds

(nominal 100 lb. (pound) LP gas capacity) or more. For the purpose of this article, the term "container" means any vessel, including cylinders, tanks, portable tanks, and cargo tanks, used for transporting or storing of LP gases.

- (b) Tampering with fire safety equipment. Within the corporate limits of the Town of Ocean City, except by special permit from the fire marshal, it shall be unlawful:
 - (1) To deliberately operate, trip or use any installed fire-extinguishing system for purposes other than emergencies, maintenance or prescribed testing.
 - (2) To tamper with or render inoperable any fire warning system.
 - (3) To activate any installed fire warning system for purposes other than emergencies, maintenance, drills, or periodic testing.
 - (4) To tamper with or render inoperative any portable fire extinguisher other than during emergencies, maintenance, drills or testing.
 - (5) To molest, tamper with, damage or otherwise disturb any apparatus, equipment or appurtenant belonging to or under the control of the fire department without authority from the officer in charge or an authorized representative to do so or to molest, tamper with, damage or otherwise disturb any apparatus, equipment or appurtenant maintained under provisions of this chapter except for the purpose of extinguishing fires, training purposes, recharging, testing or making necessary repairs.

Whenever fire equipment is removed, as herein permitted, it shall be replaced or reinstalled as soon as the purpose for which it was removed has been accomplished.

 - (6) To use or operate any fire hydrant without the permission of the owner of such hydrant. The provisions of this section shall not restrict the use of fire hydrants by fire officials in the course of their duties.
 - (7) Once a preventable alarm or fire alarm malfunction has been responded to by the fire department, it shall be unlawful for the alarm panel to be reset by any person, until the authorization of the fire department has been obtained.
- (c) The fees for all permits issued under this section shall be established by resolution of the Mayor and City Council of Ocean City.
- (d) All structures exceeding 50 feet in height measured from the lowest point of fire department access to the floor of the highest occupiable floor for which approval application was or is hereafter made subsequent to July 1, 1973, except as amended by subsections 34-46(f) and (g), shall contain the fire prevention measures or systems, equipment and devices hereinafter required by this subsection:
 - (1) *Sprinkler systems.* Every such building shall have sprinkler systems installed and operable in all levels. Such sprinkler systems shall be equipped with monitoring devices or other detection check valves or equivalent required by the Ocean City Water Department as provided in chapter 94.

- a. Such system shall conform to the requirements of the NFPA 13, Standard for the Installation of Sprinkler Systems and shall be monitored through the building fire alarm system.
- (2) *Automatic smoke detection sensors.* Automatic smoke detection must be provided and installed in all sleeping areas, living areas, of all dwelling units, in all hallways and stair towers outside of the living units. Installation shall be in accordance with NFPA 72, National Fire Alarm and Signaling Code.
 - a. Sensors shall, when activated, sound a clearly audible alarm within the unit, in which it is located. It shall also activate a monitoring system located in the fire control center which shall give the location of such activated sensors. Sensors located in hallways and stair towers located outside of living units shall activate the building fire alarm system.
 - b. Such sensor system shall conform to the requirements of NFPA 72, National Fire Alarm and Signaling Code.
- (3) *Stair tower pressurization.* All stair towers and stairways, serving more than one unit shall be pressurized in such a fashion that the air pressure within such stair towers and stairways shall be sufficiently positive so that the air may not flow into such areas except through the pressurization system.
- (4) *Standpipe and hose systems.* There shall be a standpipe and hose system in all such buildings that shall comply with Class ~~III~~I service as specified in NFPA 14, Standard for the Installation of Standpipe and Hose Systems Automatic fire pump systems shall be provided and installed in accordance with NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection that will maintain the required water pressure. All standpipe connection systems shall be kept free and clear of all debris and other obstacles and shall at all times remain clear and accessible to the fire department.
- (5) *Voice communication systems.* There shall be a public address system in all such buildings which shall provide one-way communication from the fire control center to each floor level of the building.
- (6) *Alarm systems.* Alarm systems must be provided and installed meeting the minimum requirements of NFPA 72, National Fire Alarm and Signaling Code, this article and NFPA 101, Life Safety Code and an alarm activation must automatically be transmitted to the fire department by the most direct method.
- (7) *Communicating air ducts.* Automatic fire dampers shall be installed in any air duct or other passageway between units, between hallways and units and between stair towers and hallways. Additionally, they shall be required as specified in NFPA 90A, Standard for the Installation of Air-Conditioning and Ventilating Systems.
- (8) *Fire control center.* A lockable enclosure situated on the ground floor of any structure with direct access to and from the exterior shall be required in all such buildings. All monitoring systems, voice communicating terminals and auxiliary

power controls shall be located in the center. A means of locking and unlocking the center shall be under the control of and approved by the fire department.

- (9) *Auxiliary power.* There shall be provided in all such structures an alternate source of power that automatically starts and continues functioning upon the failure of the public utility electrical service. In addition to the power for elevator service hereinbefore specified, it shall generate sufficient power to maintain emergency lighting, the alarm systems, the voice communication systems, pressurization equipment, pumps where applicable and other fire control or detection systems. The failure of the normal electrical power source to the auxiliary power or emergency generator source shall not exceed ten seconds.
 - (10) *Exit or evacuation cards.* These shall be attached on the interior faces of all main unit entranceways doors and on both faces of stair tower doors and at all elevator entrances at all levels a card indicating the fire evacuation route from the location of each card. It shall contain a brief explanation or listing of all fire detection and control devices in the structure.
 - (11) *Maintenance.* For existing structures, current levels of fire protection shall be maintained throughout the entire building unless removal is approved by the fire marshal.
- (e) Sprinkler systems in structures. All structures, as hereinafter defined, for which building permits are issued after September 5, 1988, shall contain the fire prevention measures or systems, equipment and devices as hereinafter required by this subsection. As used in this subsection, the term "structure" means a building or connecting buildings containing three or more stories or a building or connecting buildings containing three or more residential, dwelling, or commercial units. Sprinkler protection required by Code Chapter 10 shall be installed in accordance with the requirements contained in this section.
- (1) Every structure shall have sprinkler systems installed and operable in all levels in all residential, dwelling, or commercial units, stairways and stair towers, lobbies and other common or storage areas and connecting storage areas situate outside of such units. Sprinkler systems shall be equipped with monitoring devices or other detection check valves or equivalent required by the Ocean City Water Department as provided in chapter 94.
 - (2) Requirements.
 - a. Such systems shall conform to the minimum requirements of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, when installed in single-family dwellings, duplex units and townhouses separated in accordance with this article adopted by the Town of Ocean City. Separations between townhouse units shall be continuous along all structural lines, including continuous balconies or decks, storage spaces and parking areas. Sprinkler protection shall be provided in enclosed garages located under residential occupancies.

- b. Such systems shall conform to the minimum requirements of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, when installed in apartment buildings, lodginghouses and roominghouses, hotels, motels and dormitories up to four stories in height.
- c. Such systems shall conform to the minimum requirements of the NFPA 13, Standard for the Installation of Sprinkler Systems, when installed in all other structures.
- d. Sprinkler protection shall be provided to all bathrooms regardless of size and/or occupancy use and shall be installed in accordance with the applicable codes and standards.
- e. Sprinkler protection shall be installed in any and all areas as deemed necessary by the fire marshal. Installation shall be in accordance with the applicable codes and standards.
- f. For the purpose of this subsection, the term "story" means that portion of a structure included between the upper surface of a floor and the upper surface of the floor or roof next above. The lowest story shall be that floor that is level with or above the finished grade of the public way for 50 percent or more of the perimeter of the exterior wall of the building. Building levels below the lowest story shall not be counted as a story in determining the height of a building.
- g. Structures that are used for two or more occupancies classified within different occupancy groups shall be protected throughout in accordance with the more restrictive requirements of the occupancies therein.
- h. Required protection shall be provided throughout all new additions or renovated areas ~~containing three or more stories or containing three or more residential dwelling or commercial units~~ that create a third story or create additional stories in an existing structure above three stories. Required protection shall be provided throughout all new additions or renovated areas that create a third dwelling or commercial unit or create additional dwelling or commercial units in an existing structure with more than three dwelling or commercial units. Such protection shall be extended throughout all existing portions of the structure which are not separated from all new or renovated areas in accordance with this article.

(Code 1999, § 34-43; Ord. No. 2020-05, 6-15-2020)

Sec. 34-44. Separation and protection requirements.

- (a) The separation and protection requirements outlined in this section shall apply to new construction, except where specifically enumerated.

- (b) Multiple Occupancy Buildings with two or more intermingled occupancies may be protected as a Mixed Occupancy in accordance with NFPA 101.
- (c) Multiple Occupancy Buildings that are not intermingled shall be considered Separated Occupancies and provided with the minimum construction separation in accordance with NFPA 101. Where enclosed spaces are provided for separate tenants, such spaces shall be separated by not less than one-hour fire resistance.
- (bd) ~~The minimum fire resistance of construction separating any two occupancies within a multiple protection within any occupancy and regardless of separation requirements building shall be as follows:~~

Occupancy	Construction Separation Required (Hours)	Fire Protection Required
Assembly	1	Sprinklers
Educational	1	Sprinklers
Detention and correctional	2	Sprinklers
Residential (except one- and two-family dwellings)	1	Sprinklers as required by chapter 34, Fire Prevention
Mercantile	1	Sprinklers will be required when three or more occupancies are located within the same building
Business	1	Sprinklers will be required when three or more occupancies are located within the same building
Industrial	2	Sprinklers
Storage	1	Sprinklers

- (ee) ~~In a building or portion of a building of a single occupancy classification, when enclosed spaces are provided for separate tenants, such spaces shall be separated by not less than one-hour fire resistance, unless the entire building is protected as a mall structure in accordance with NFPA 101.~~
- (1) In buildings with usable crawl spaces, tenant separation walls required to have a fire resistance rating shall extend from the underside of the floor to the ground below. A suitable foundation shall be provided at grade level.
 - (2) Exception. The wall need not be extended when the floor above the crawl space has a minimum one-hour fire resistance rating.
- (df) Townhouse separation and protection.
- (1) Walls separating townhouse units shall be constructed in accordance with the building code, and limited to either:
 - a. Two independent one-hour fire resistive wall assemblies; or
 - b. One common wall two-hour fire resistive wall assembly.

(2) Separation shall be continuous from the foundation to the underside of the roof sheathing.

(3) An approved automatic sprinkler system must be provided.

(eg) Protection and separation requirements for the noted fire protection features shall meet the following minimum requirements:

Component	Walls and Partitions (Hours)	Opening Protectives (Hours)
<i>Shaft enclosures (including stairways, exits, elevators, refuse/laundry chutes)</i>		
4 or more stories	2	1½ hr assemblies
Fewer than 4 stories	1	1 hr assemblies
Refuse and laundry chute termination rooms	Rated as shaft/chutes and sprinklers	Rated as required for shaft/chutes
Refuse and laundry chute access rooms	1	¾ hr assemblies
Incinerator rooms	1 and sprinklers	¾ hr assemblies
Fire walls—Either:	4	3 hr (unsprinklered)
	2 and sprinklers	1½ hr assemblies (with sprinklers)
Hazardous area separation	1 and sprinklers	¾ hr assemblies
<i>Exit separations</i>		
Horizontal exits	2	1½ hr assemblies
Exit access corridors	1	⅓ hr (20 min) assemblies (unit doors)
		¾ hr assemblies (all others)
*HVAC ductwork shall be protected in accordance with the opening protectives above where penetrating fire resistive construction		

(fh) Special structures. Such special buildings and structures shall conform to the requirements of the specific occupancies as listed in the NFPA 101, Life Safety Code, except as modified by this Code.

(Code 1999, § 34-44; Ord. No. 2020-05, 6-15-2020)

...

ARTICLE V. - QUALITY ASSURANCES PROGRAM

...

Sec. 34-127. - Code guidelines for inspection, testing, and maintenance.

Systems	Appropriate Code
(a) Fire alarm systems	NFPA 72, National Fire Alarm and Signaling Code
(b) Sprinkler systems	NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
(c) Fire pumps	NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
(d) Standpipe systems	NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
(e) Fire suppression for kitchen hoods	NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
(f) Generators	NFPA 110, Standard for Emergency and Standby Power Systems
(g) Smoke control systems	NFPA 92, Standard for Smoke Control Systems
(h) Smoke management systems	NFPA 92, Standard for Smoke Control Systems
(i) Clean agent extinguishing systems.	NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems

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

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

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary



Ocean City Fire Department Office of the Fire Marshal Memorandum

To: Josh Bunting, Fire Chief

From: Joe Sexauer, Fire Marshal

Date: June 17, 2025

Re: Fire Code Update (Executive Summary)

Our staff has completed a review of the Ocean City Fire Prevention Code (Chapter 34), in conjunction with the State Fire Prevention Code update. The State Fire Prevention Code is typically updated every three years, to adopt the latest editions of NFPA 1 (Fire Code) and NFPA 101 (Life Safety Code). Unfortunately, the State was unable to adopt the 2021 editions, however, they have recently adopted the 2024 editions of these Codes.

As you are aware, the State Fire Prevention Code is a minimum statewide standard, meaning jurisdictions may not lessen or weaken any requirements in the Code. After a thorough review of the 2024 editions, and subsequent State amendments, I have highlighted the key changes that would impact both new and existing buildings within the Town. We have also taken the opportunity to clean up some verbiage within our local Code to clarify requirements. I have attached a Word document that tracks those changes and the local amendments to the 2024 Codes.

NFPA 1 / 101 Key Changes

1. New Hotels / Condos must provide low-frequency smoke alarms within the units. Studies have shown the 520hz sound are more successful at waking people up.
2. Warning signage is required to be placed near the entry of non-sprinklered highrise buildings. Signage required to inform occupants and first responders about the increased risk of not having fire sprinklers.
3. Charging requirements for e-bikes and scooters. May not be charged in corridors. May only be charged using listed equipment from the manufacturer. May not be charged near other storage.

4. Existing buildings required to be inspected at a frequency determined by the AHJ.
5. New requirement for fire alarm systems in existing special amusement buildings (ie haunted houses, mirror mazes, etc).
 - a. A local amendment has been proposed to phase in the requirement to provide business owners time to plan for the fiscal impact.

Ocean City Fire Prevention Code Updates

1. Clarified appeal verbiage to align with current practice.
2. Updated NFPA 1 and NFPA 101 to 2024 editions.
3. Removed 2018 amendments for existing non-sprinklered nightclubs. (All affected buildings have complied)
4. Added amendment to NFPA 1 to clarify highrise requirements are in accordance with Chapter 34.
5. Added amendment clarifying that multi-family dwelling and townhouses must comply with fire lane requirements of Chapter 34.
6. Added amendment to NFPA 1 and NFPA 101 phasing in implementation of fire alarm system in existing special amusement buildings.
7. Added amendment to clarify NFPA 101 does not apply to one-and-two family dwellings, consistent with state fire code and current practice.
8. Added amendment to NFPA 101 clarifying the building department enforces the means of escape within dwelling units, consistent with current practice.
9. Corrected the type of standpipe system required in midrise structures, consistent with current practice.
10. Added language to sprinkler requirements to add references to Chapter 10 (Building Code), consistent with current practice.
11. Amended verbiage regarding sprinkler requirements for additions to provide better clarity. No change in actual requirements.
12. Provided clarification for separation and protection requirements for mixed-use buildings.

13. Added “Clean-Agent Systems” to Compliance Engine tracking for inspections and maintenance.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.D

Council Meeting August 18, 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: First Reading, Ordinance 2025-22, Beach Photographers Franchise
DATE: August 11, 2025

ISSUE(S): First Reading - Ordinance 2025-22 amends Chapter 39, Beach Photographers Franchise, changes existing code language to reflect Council's authority to enact franchise changes such as those agreed upon at the August 12 Work Session.

SUMMARY: This ordinance amends existing code language to reflect Council's authority to change aspects of the franchise such as recommendations at Council approved on August 12.

- 1) Reduce the annual franchise payment to \$114,475;
- 2) Grant a 3-year contract extension (November 2030);
- 3) Require franchisee to brand all photo products including but not limited to telescopes, key chains, and ornaments with City logo and web address.
- 4) One-third (1/3) of the annual payment will be due July 1, August 1 and September 1.
- 5) City Attorney to prepare a new Beach Photo Franchise Agreement consistent with the above stated terms.

FISCAL IMPACT: \$114,475 plus product branding.

RECOMMENDATION: Approve Ordinance 2025-22 on First Reading.



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: City Manager Terry McGean
City Clerk Diana Chavis

COORDINATED WITH: City Solicitor Heather Stansbury
Tourism and Development Director Tom Perlozzo

ATTACHMENT(S): 1 . ORD 2025 - Amend Chapter 39, Article III, Beach Photographers.pdf

First Reading _____

Second Reading _____

ORDINANCE 2025 - _____**AN ORDINANCE TO AMEND CHAPTER 39, ARTICLE III, ENTITLED
“BEACH PHOTOGRAPHERS”, SECTIONS 39-53, 39-54 AND 39-55 OF THE
CODE OF THE TOWN OF OCEAN CITY, MARYLAND**

WHEREAS, the franchisee for the beach photographer franchise has come before the Mayor and City Council seeking relief from certain terms and conditions of the existing franchise; and

WHEREAS, in support of the franchisee’s request for relief, the franchisee cites that the telescope picture business has been profoundly challenged as a result of technology changes and labor costs and that the franchisee’s services are in drastically lower demand than the industry has seen in years prior; and

WHEREAS, the Mayor and City Council have considered the franchisee’s request for relief as well as the nostalgic and iconic value of beach telescope pictures the franchisee provides and have found that the franchisee has made a showing of good cause that extraordinary circumstances exist which warrant modification to the existing terms of the franchise; and

WHEREAS, the Mayor and City Council desire greater flexibility to amend the terms of the beach photography franchise during the term of a franchise; and

WHEREAS, the Mayor and City Council believe that it serves the interests of the Town, its residents and visitors, to try and assist in the preservation of beach telescope pictures.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE
MAYOR AND CITY COUNCIL OF OCEAN CITY THAT CHAPTER 39,
ARTICLE III, ENTITLED “BEACH PHOTOGRAPHERS”, SECTIONS 39-53, 39-
54 AND 39-55 OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND
BE AMENDED AS FOLLOWS:**

...

ARTICLE III. BEACH PHOTOGRAPHERS

...

Sec. 39-53. System established; franchise conditions.

There is established and created the beach photographer's franchise system of Ocean City. Such system is established as follows:

LAW OFFICES

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

SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

- (1) *Limitations.* The system shall consist of one franchise only. The operator shall be limited to a maximum of 30 photographers on the beach at any one time. The operator shall not permit any other uniformed employees, in the scope of their employment, to be on the beach at any times other than the 30 photographers. The operator shall be limited to the beach. No photographers shall take or sell pictures on any public property or way other than the beach without the express consent of the Mayor and City Council of Ocean City. The operator shall maintain processing facilities within the corporate limits of Ocean City.
- (2) *Conduct; ~~mediation~~.* The operator shall require all photographers to wear a clearly discernible designation identifying the franchise operator as a part of such photographer's wearing apparel. No photographer shall harass or insult any beachgoer at any time. The photographers shall not at any time sell any other product or service while on the beach. ~~All disputes between operators shall be mediated by the beach mediation board created by section 39-24.~~
- (3) *Term of franchise.* The franchise granted under the provisions of this article shall be for a term of four years. Provided the operator is not in default or otherwise in violation of any terms of this article, the operator shall have an option to renew the franchise for one additional four-year term upon the same terms and conditions of the franchise, except that the annual franchise fee shall be ten percent greater than the annual franchise fee for the initial term. If the operator elects to exercise this renewal option, it must be done, in writing, to the city clerk before August 31 of the fourth year of the initial term.
- (4) *Bidding and payment of fees.*
 - a. The franchise shall be obtained by a process and procedure of public bidding, with a minimum bid as determined by the Mayor and City Council of Ocean City. The respective operator or potential operator will obtain a franchise by submitting, pursuant to the advertisement for bids, a sealed bid in an amount not less than the minimum bid.
 - b. Such bid shall be presented in the form, as follows:
 1. \$_____ per year, for a total of \$_____ for the four-year term of the franchise.
 2. The source of my funds for the initial franchise payment tendered is as follows:

Credit references: (applicant shall list at least two with full names, addresses, telephone number and contact person).

Bank reference: (applicant shall list at least one with full name, address, telephone number and contact person).
 3. I do hereby agree to and authorize the Mayor and City Council of Ocean City to make inquiry of my personal background, financial, credit worthiness, and my credit report; and by my signature hereto, I do hereby authorize and empower those listed above as credit references and bank reference to release to the Mayor and City Council

of Ocean City any information pertaining to my personal background, financial and credit worthiness, and for the Mayor and City Council of Ocean City to obtain a copy of my credit report.

4. I do hereby certify that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other bidder or with any competitor.
5. I do hereby certify that that there are no other persons financially interested, direct or indirect, in this BID, except _____.
6. I do hereby solemnly declare (or I hereby affirm) under penalties of perjury that the information and statement above made are true and correct to my knowledge and belief.
- 7.

"	
(Name-handwritten)	(signature)"

- c. Such bid shall be accompanied by a cashier's or certified check made payable to the Mayor and City Council of Ocean City in the sum of 50 percent of the first year's bid price.
- d. The successful bidder's 50 percent shall be retained by the Mayor and City Council of Ocean City. The annual franchise fee shall be paid as follows: the 50 percent balance of the first year's fee shall be paid in equal installments on or before June 30 and July 15; and in subsequent years of the franchise, 50 percent shall be due and payable on or before January 1, 25 percent on or before June 30 and 25 percent on or before July 15 of each year.
- e. The franchise will be awarded to the highest bidder. In the event of tied bids, the franchise will be awarded to the bidder whose bid is first received. The franchise shall not be assignable without prior approval of the Mayor and City Council of Ocean City.
- f. All bids shall be presented to the Mayor and City Council of Ocean City at the regularly scheduled Council meeting on the first Monday in December of each bid year and shall be opened at such meeting. Bids of the two highest bidders shall be acknowledged at the meeting and referred to the clerk for reference checks. Upon satisfaction with the reference check, the franchise shall be awarded to the highest bidder. If the Council determines that there are irregularities in such bidding or references, the Council may reject such bids as it deems appropriate, award to the next highest bidder with satisfactory reference checks or postpone the awarding of bids if it so desires. In the event of tie bids, the first-in time received shall be deemed the successful bid. In the event of a revocation or other termination of a franchise prior to its normal termination date, the Mayor and City Council

of Ocean City may rebid the franchise upon such terms and conditions as it deems in its best interest.

- (5) *Affidavit.* Each bid and the franchisee shall deliver to the clerk, at the time of submittal of the bid and each year thereafter, by no later than January 1, an affidavit in the form as follows:

I do hereby solemnly declare, or affirm, under penalty of perjury, that all federal, state, county and municipal taxes, for years prior to and through the current tax reporting period, or due date, have been paid.

"	
(Name-hand written)	(signature)"

- (6) *Agreement.* In addition to the provisions of this Article, the franchisee shall sign a "Beach Photo Franchise Agreement" which shall further bind the franchisee to the terms and conditions of this franchise. The Beach Photography Agreement shall be executed by the franchisee and the Mayor and City Council at the time the bid is awarded and may be amended from time to time as set forth in this Article.

- (7) *Advertising.* The Mayor and City Council reserve the right to require that the franchisee include the Ocean City brand and the tourism website on all telescope products and shall place said terms, if desired, in the Beach Photo Franchise Agreement.

(Code 1972, § 26A-3; Code 1999, § 39-53; Ord. No. 1996-1, 1-30-1996; Ord. No. 1999-8, 3-15-1999; Ord. No. 2003-1, 1-21-2003; Ord. No. 2006-21, 8-21-2006; Ord. No. 2006-28, 10-16-2006; Ord. No. 2007-8, 4-16-2007; Ord. No. 2010-32, 10-26-2010; Ord. No. 2014-6, 4-7-2014; Ord. No. 2018-17, 1-7-2019; Ord. No. 2019-17, 11-4-2019)

Sec. 39-54. Mediation of disputes and hearing of complaints.

The beach mediation board created by article II of this chapter shall ~~mediate all disputes between operators. In addition, it shall be empowered to hear any other~~ complaints coming from outside ~~other~~ sources in respect to the operators' methods. In the event that it is unable to mediate and/or reconcile the complaints or disputes, it may make a report and/or recommendation to the Mayor and City Council of Ocean City, which may undertake further action in regards to the dispute or complaint.

(Code 1972, § 26A-4; Code 1999, § 39-54; Ord. No. 2019-17, 11-4-2019)

Sec. 39-55. Termination or revocation of franchise.

- (a) The franchise shall terminate at the expiration of its four-year term unless extended or modified pursuant to this article.
- (b) The franchise shall be immediately revoked upon the nonpayment of the franchise fees when due, with no pro rata adjustment of any payments previously

made, unless prior to the due date the franchisee requests, in writing, to the Mayor and City Council of Ocean City and the city manager for an extension of time, which after a hearing thereon and good cause shown, the Mayor and City Council of Ocean City, at their sole discretion may grant. In the event of a grant of an extension, the Mayor and City Council of Ocean City may impose liquidated damages, as it deems appropriate, to offset expenses and lost interest on unreceived funds, but in no event less than 1½ percent of the unpaid fee per month, with any portion of a month being considered a full month.

- (c) The franchise may be immediately revoked if the Mayor and City Council of Ocean City determines that the operator is utilizing more than 30 photographers at any one time or has violated any other provision of this article, in which event there shall be no pro rata adjustment of any payments previously made.
- (d) The franchise shall be immediately revoked, after a hearing thereon, upon a determination that a franchisee has made a false statement in the bid submitted pursuant to this article.
- (e) Notwithstanding any provision of this Article, upon extraordinary circumstances and for good cause shown, the Mayor and City Council of Ocean City, in its sole discretion, may grant relief as it deems appropriate pertaining to ~~the term, the payment structure and/or the assessment of interest or penalties on payments of this franchise~~ any provision of this Article and/or the Beach Photo Franchise Agreement.

(Code 1972, § 26A-5; Code 1999, § 39-55; Ord. No. 1999-8, 3-15-1999; Ord. No. 2003-1, 1-21-2003; Ord. No. 2018-17, 1-7-2019; Ord. No. 2019-17, 11-4-2019; Ord. No. 2021-02, 2-16-2021)

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

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

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.E

Council Meeting August 18, 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: First Reading - Ordinance 2025-23, Mutual Aid Agreement, Sheriff's Department
DATE: August 13, 2025

ISSUE(S): First Reading - Ordinance 2025-23 adopts a mutual aid agreement with the Worcester County Commissioners and the Worcester County Sheriff's Office. This agreement authorizes, establishes and provides for reciprocal mutual aid among the Sheriff's Office and the Ocean City Police Department.

SUMMARY: All County law enforcement agencies embarked on an effort to update existing mutual aid agreements or create mutual aid agreements that were nonexistent. This specific mutual aid agreement between Worcester County and the Town of Ocean City addresses the unique relationship and issues between the entities when it comes to law enforcement. Mutual aid agreements are essential to providing prompt, effective, coordinated and professional police services for visitors and residents and the agreements address, as required by State law, liability, indemnification and insurance.

FISCAL IMPACT: Each Party will bear its own costs incurred by activities undertaken pursuant to the Agreement.

RECOMMENDATION: Approve Ordinance 2025-23 on First Reading.



Excellent Service through a High Performing Town Organization

ALTERNATIVES: None suggested.

RESPONSIBLE STAFF: Police Chief Ray Austin

COORDINATED WITH: City Solicitor Heather Stansbury
City Manager Terry McGean
Worcester County Sheriff's Department

ATTACHMENT(S): 1. ORD 2025 - Mutual Aid County-Ocean City.pdf

First Reading _____

Second Reading _____

ORDINANCE 2025-**ORDINANCE TO ADOPT A MUTUAL AID AGREEMENT WITH THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND AND THE WORCESTER COUNTY SHERIFF'S OFFICE**

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

WHEREAS, the federal and state governments encourage law enforcement agencies to employ regional approaches to public safety, planning, preparedness and responses to public safety needs; and

WHEREAS, all municipal police officers and deputy sheriffs (hereinafter "police officers") employed by these agencies are certified by and trained in current law enforcement techniques, and completed a course of training prescribed by the Maryland Police Training and Standards Commission pursuant to Public Safety Article, §3-201, et seq. of the Annotated Code of Maryland; and

WHEREAS, the Worcester County Sheriff's Office and the Ocean City Police Department desire to enable collaboration and communication across their law enforcement agencies to enhance policing services and community safety and have determined it is in the public interest and mutual advantage to enter into this Mutual Aid Agreement Among the Sheriff of Worcester County, the County Commissioners of Worcester County, Maryland and the Mayor and City Council of Ocean City to authorize, establish and provide for reciprocal mutual aid among the Sheriff's Office and the Ocean City Police Department, pursuant to Maryland Criminal Procedure Article §2-105; and

WHEREAS, is it just and proper that the Mayor and City Council enact this Ordinance, for the public's health, safety and welfare.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE MUTUAL AID AGREEMENT AMONG THE SHERIFF OF WORCESTER COUNTY, THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND AND THE MAYOR AND CITY COUNCIL OF OCEAN CITY ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A IS APPROVED AND ADOPTED.

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on August __, 2025.

LAW OFFICES

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

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

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary

**MUTUAL AID AGREEMENT AMONG THE SHERIFF OF WORCESTER COUNTY,
THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND AND
THE MAYOR AND CITY COUNCIL OF OCEAN CITY**

THIS MUTAL AID AGREEMENT is made this _____ day of _____ 2025, by and between the Worcester County Sheriff (the “Sheriff”), with the concurrence in agreement of the County Commissioners of Worcester County, Maryland (the “Commissioners”), and the Mayor and City Council of Ocean City (the “Council”), a Maryland municipal corporation, by and through the respective governing bodies and law enforcement agencies, collectively referred to as the “Parties”.

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

WHEREAS, the federal and state governments encourage law enforcement agencies to employ regional approaches to public safety, planning, preparedness and responses to public safety needs; and

WHEREAS, all municipal police officers and deputy sheriffs (“law enforcement officers”) employed by these agencies are certified by and trained in current law enforcement techniques, and completed a course of training prescribed by the Maryland Police Training and Standards Commission pursuant to Public Safety Article, Section 3-201, et seq. of the Annotated Code of Maryland; and

WHEREAS, the Parties to this Agreement have different jurisdictional authority within Worcester County, although it is sometimes overlapping, continuous or concurrent; specifically, deputy sheriffs have jurisdiction throughout the County, including the Town of Ocean City; and Ocean City police officers have jurisdiction in the corporate limits of the Town of Ocean City; and

WHEREAS, all Parties are aware from time to time, both emergency and nonemergency public safety and law enforcement situations have developed at locations and times in Worcester County when sufficient law enforcement resources were not immediately available to enable police to render prompt, effective and professional services to the public; and

WHEREAS, the Sheriff is the chief law enforcement officer in Worcester County, Maryland pursuant to the Maryland Constitution, Art. IV, Section 44, and has the authority to confer jurisdiction throughout the County on local law enforcement officers for public safety reasons; and

WHEREAS, the Parties wish to extend prompt, effective and professional law enforcement services when needed to protect the public interest to extent that law enforcement resources are available; and

WHEREAS, the Parties have also entered into a mutual aid agreement with all law enforcement agencies in Worcester County, but due to specific situations the Parties have between themselves, the Parties also enter into this mutual aid to address several unique situations between the Parties; and

WHEREAS, the Sheriff, the Commissioners and the Council have determined it is in the public interest and mutual advantage to enter into an agreement for the provision of inter-agency law enforcement services in the form of this Agreement; and

WHEREAS, pursuant to the authority under Criminal Procedure Article 2-105 of the Annotated Code of Maryland, and Title 7, Subtitle One of the Public Safety Article of the Code of Public Local Law of Worcester County, the Parties enter into this Agreement.

NOW THEREFORE, the Parties, in consideration of the mutual promises contained herein and pursuant to the statutory references herein, do agree as follows:

1. **Mutual Aid.** The Parties intend to assist each other to the extent permitted by law and under the terms of this Agreement. Each Party agrees to adopt internal regulations to carry out this Agreement as required by Criminal Procedure Article Section 2-102(b)(3)(ii).
2. **Powers Granted.** The Sheriff does hereby grant the police officers of the Town of Ocean City Police Department the power and authority to which the Town of Ocean City Police Department is empowered within the Town, outside the corporate limits of the Town, but within Worcester County, in the following circumstances:
 - a. When an Ocean City Police Officer observes a possible violation of the criminal or motor vehicle laws within the corporate limits of the Town of Ocean City (the "Town") and it becomes necessary to pursue the offender outside of the corporate limits, but within Worcester County, to prevent offender's escape or to apprehend, arrest or detain such offender or transport the offender into the corporate limits of the Town;
 - b. While conducting an investigation into a crime that has been alleged to have occurred in the Town and it becomes necessary to continue such investigation beyond the corporate limits of the Town, but within Worcester County, and to apprehend, arrest or detain the offender(s) and transport the offender(s) back into the corporate limits of the Town for a misdemeanor committed in the officer's presence, or for a felony crime, or if a warrant has been issued for the offender's arrest;
 - c. While transporting prisoners who have been committed to the custody of the Worcester County Jail to the jail in Snow Hill, Worcester County, Maryland;
 - d. When a criminal or traffic offense occurred on property owned by the Town and within Worcester County, Maryland, even if beyond the limits of the Town corporate limits, including but not limited to, the Ocean City Municipal Airport, the Town Animal Shelter, Eagles Landing Golf Course, Keyser Point Road

- property (the Town fire station), the Town dump, the West Ocean City Park-and-Ride, and any other property that may be acquired by the Town in the future;
- e. While attached to any multi-agency task force, or participating in any joint assignment, operation, effort, checkpoint, surveillance, or other exercise that includes at least one member of the Sheriff's Office;
 - f. While conducting marine patrols and bodies of water and their tributaries outside the corporate limits of the Town, but within Worcester County; or
 - g. When an emergency exists.
3. **Reciprocal Powers of the Sheriff.** The Parties recognize the members of the Sheriff's Office have concurrent jurisdiction as that described in paragraph two above and possess all the same powers described therein in the Town and in the County.
 4. **Scene Control.** Command and control at a scene to which aid is requested will remain with the Party making the request until the conclusion of the affected event.
 5. **Requests.** A request for assistance for mutual aid may be made by the Council or the Chief of Police of Ocean City, or its designee, and by the Sheriff or the Sheriff's designee, either formally or informally, and need not be made in writing. To the extent possible, the request shall indicate the circumstances generating the need for assistance, the number of law enforcement officers requested, the expected duration of the assignment, the reporting time and location, and the officer in charge of the location. A record of the request shall, however, be made in writing, by each Party, either coincidental with the request or subsequent thereto which shall include the time of the request, and the extent of the aid requested. The record of the request shall indicate the specific circumstances generating the need for assistance, the number of law enforcement officers requested and ultimately present, the expected and ultimate duration of the assignment, the reporting time and location, and the officer in charge of the location. If, in the judgment of the Sheriff or the Chief of Police, resources are needed and available, they may be dispatched. The request may include the utilization of equipment. The assisting agency may recall their personnel at any time due to its own manpower needs. The manner of providing assistance in this Agreement shall not affect the authority granted law enforcement officers in matters involving fresh pursuit as provided in Criminal Procedure Article, Section 2-301 of the Annotated Code of Maryland or any other provision of law.
 6. **Costs.** The Parties acknowledge that the acts performed pursuant to this Agreement by law enforcement officers or agents are employees, and expenditures made by any Party to the Agreement shall be deemed conclusively to be for public and governmental purposes, and each Party will bear its own costs incurred by activities undertaken pursuant to the Agreement.
 7. **Immunities.**

- a. Each Party retains for itself all the immunities from liability enjoyed by that jurisdiction acting through it, including law enforcement officers, agents, or employees for a public or governmental purpose within its territorial limits to the same extent when acting pursuant to other lawful authority and agreement beyond the territorial limits of the Parties.
 - b. The Parties acknowledge that the law enforcement officers, agents and employees acting pursuant to this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed have all the immunities from liability and exemptions from laws, ordinances and regulations and have all of the same wages, pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed. Said officers remain, for all purposes, employees of the respective jurisdictions, subject to the rules, regulations, procedures, supervision and control of these respective agencies. The law enforcement officers, agents and employees shall not be considered joint employees of the other jurisdiction for any purpose. Said costs for the law enforcement officer remain with that officer's agency.
8. **No Obligation.** This Agreement is strictly voluntary in nature and places no jurisdiction participating under any obligation to respond to a request for law enforcement services that it is unable or unwilling to honor.
9. **Insurance.** Each of the Parties hereto shall obtain and maintain liability insurance, including general liability and automobile liability, which said insurance shall be extended to cover all claims arising out of this Agreement. Self-insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide Workers' Compensation insurance as required by Maryland law.
10. **Indemnification and Waiver.** The Parties to this Agreement agree that:
- a. They, to the extent permitted by law, will mutually indemnify and save each other harmless from any and all claims by third parties for property damage, personal injury or wrongful death that might arise out of the activities covered in this Agreement while personnel or equipment are outside of their respective jurisdictions responding to a request for aid.
 - b. They waive any and all claims they might have against any other party to this Agreement for property damage, personal injury or wrongful death arising out of the activities of the other pursuant to this Agreement, while personnel or equipment are in any jurisdiction responding to that jurisdiction's request for aid or vice versa.

11. **Defense of Claims.** Each Party to this Agreement agrees to cooperate fully with any other party to this Agreement in the defense of claims, pursuant to the indemnification provisions of Paragraph 10. This cooperation will include the following:
- a. Immediate notification to all parties involved, any accident or incident resulting in injury or property damage having potential for liability;
 - b. Recognition that each party to this Agreement involved in an accident or incident resulting in personal injury, property damage or having the potential for liability may conduct a parallel and independent investigation of such accident or incident; and
 - c. Each party involved in such accident or incident shall make personnel, records and equipment available for the purpose of the defense of any claim or suit.
12. **Time Period.** This Agreement becomes effective upon execution by all Parties and remains in effect until any Party to this Agreement hereto cancels its participation in this Agreement by sending a written notice to each of the Parties 30 days prior to the cancellation. Any Party that unreasonably fails or refuses to cooperate under the terms of this Agreement will be deemed to have waived its right to participate
13. **Disputes.** Representatives of the Parties will meet annually, or on or near the original execution date and review the terms of this Agreement to ensure its continued validity, completeness and necessity. Failure to comply with this paragraph, however, will not affect the validity of the Agreement. If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue with the lowest management level of each Party. In the event the issue remains unresolved, the Parties will immediately escalate the issue to upper-level management (the county and municipality administrative directors) for their consideration. In all events, the Parties will negotiate in good faith a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be presented to the Commissioners and the Council.
14. **Miscellaneous.** This Agreement shall be subject to and governed by the laws of the State of Maryland. This Agreement shall inure to the benefit of and be binding upon each Party and his/her/its personal representatives, successors and permitted assigns. This Agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein. Any modification or termination of this Agreement shall be in writing to be effective.

IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority of the governing body of each Party, have executed this Agreement on the day and year first above written.

WITNESS/ATTEST:

WORCESTER COUNTY SHERIFF

BY: _____ (SEAL)
MATTHEW CRISAFULLI, Sheriff

WITNESS/ATTEST:

COUNTY COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND

Weston Young, Chief
Administrative Officer

BY: _____ (SEAL)
THEODORE ELDER, President

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF OCEAN
CITY

DIANA L. CHAVIS, Clerk

BY: _____ (SEAL)
RICHARD W. MEEHAN, Mayor

BY: _____ (SEAL)
MATTHEW M. JAMES, President

BY: _____ (SEAL)
ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.F

Council Meeting August 18, 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: First Reading - Ordinance 2025-24, Mutual Aid Agreement, Multiple Law Enforcement Agencies in Worcester County
DATE: August 13, 2025

ISSUE(S): First Reading - Ordinance 2025-24 adopts a mutual aid agreement with multiple law enforcement agencies in Worcester County.

SUMMARY: All County law enforcement agencies embarked on an effort to update existing mutual aid agreements or create mutual aid agreements that were nonexistent. This specific mutual aid agreement between Worcester County and the Town of Ocean City addresses the unique relationship and issues between the entities when it comes to law enforcement. Mutual aid agreements are essential to providing prompt, effective, coordinated and professional police services for visitors and residents and the agreements address, as required by State law, liability, indemnification and insurance.

FISCAL IMPACT: Each participating law enforcement agency will bear its own costs incurred by acts undertaken pursuant to this Agreement.

RECOMMENDATION: Approve Ordinance 2025-24 on First Reading.



Excellent Service through a High Performing Town Organization

ALTERNATIVES: None suggested.

RESPONSIBLE STAFF: Police Chief Ray Austin

COORDINATED WITH: City Solicitor Heather Stansbury
City Manager Terry McGean
Participating Law Enforcement Agencies

ATTACHMENT(S): 1. ORD 2025 - Mutual Aid County Wide.pdf

First Reading _____

Second Reading _____

ORDINANCE 2025-**ORDINANCE TO ADOPT A MUTUAL AID AGREEMENT WITH LAW ENFORCEMENT AGENCIES IN WORCESTER COUNTY, MARYLAND**

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

WHEREAS, the federal and state governments encourage law enforcement agencies to employ regional approaches to public safety, planning, preparedness and responses to public safety needs; and

WHEREAS, all municipal police officers and deputy sheriffs (hereinafter “police officers”) employed by these agencies are certified by and trained in current law enforcement techniques, and completed a course of training prescribed by the Maryland Police Training and Standards Commission pursuant to Public Safety Article, §3-201, et seq. of the Annotated Code of Maryland; and

WHEREAS, the County Commissioners of Worcester County, Maryland and the Mayor and Council of each municipality in Worcester County, specifically the Mayor and Council of Berlin, the Mayor and Council of Pocomoke City and the Mayor and Council of Snow Hill, desire to enable collaboration and communication across law enforcement agencies operating within Worcester County, along with the Town of Ocean City, to enhance policing services and community safety and have determined it is in the public interest and mutual advantage to enter into this Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland to authorize, establish and provide for reciprocal mutual aid among all participating law enforcement agencies operating within Worcester County, Maryland, pursuant to Maryland Criminal Procedure Article §2-105.

WHEREAS, is it just and proper that the Mayor and City Council of Ocean City enact this Ordinance, for the public’s health, safety and welfare.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE LAW ENFORCEMENT RECIPROCAL MUTUAL AID AGREEMENT OF WORCESTER COUNTY, MARYLAND ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A IS APPROVED AND ADOPTED.

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

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

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary

LAW ENFORCEMENT RECIPROCAL MUTUAL AID AGREEMENT OF WORCESTER COUNTY, MARYLAND

This Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland is made this ____ day of ____ 2025, by and between the parties as defined below and collectively referred to as the “Parties”.

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

WHEREAS, the federal and state governments encourage law enforcement agencies to employ regional approaches to public safety, planning, preparedness and responses to public safety needs; and

WHEREAS, all municipal police officers and deputy sheriffs (hereinafter “police officers”) employed by these agencies are certified by and trained in current law enforcement techniques, and completed a course of training prescribed by the Maryland Police Training and Standards Commission pursuant to Public Safety Article, §3-201, et seq. of the Annotated Code of Maryland; and

WHEREAS, the County Commissioners of Worcester County, Maryland and the Mayor and Council of each municipality within Worcester County desire to enable collaboration and communication across law enforcement agencies operating within Worcester County to enhance policing services and community safety; and

WHEREAS, the County Commissioners of Worcester County, Maryland and the Mayor and Council of each municipality within Worcester County, as named below, have determined it is in the public interest and mutual advantage to enter into this Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland (hereinafter “Agreement”) to authorize, establish and provide for reciprocal mutual aid among all participating law enforcement agencies operating within Worcester County, Maryland, as named below, pursuant to Maryland Criminal Procedure Article §2-105 and as otherwise provided herein.

The Parties:

County Commissioners of Worcester County, Maryland
Mayor and Council - Town of Berlin, Maryland, a Maryland municipal corporation
Mayor and City Council of Ocean City, a Maryland municipal corporation
Mayor and Council - Pocomoke City, Maryland, a Maryland municipal corporation
Mayor and Council of Snow Hill, a Maryland municipal corporation

Participating Law Enforcement Agencies:

Worcester County Sheriff's Office
Worcester County Fire Marshal
Berlin Police Department
Town of Ocean City Police Department
Town of Ocean City Fire Marshal

Pocomoke City Police Department
 Town of Snow Hill Police Department
 Worcester County Jail

NOW THEREFORE, the Parties, in consideration of the mutual promises contained herein and pursuant to Criminal Procedure Article §2-105(b), do hereby agree as follows:

- I. **Circumstances Applicable to Mutual Aid.** Pursuant to Criminal Procedure Article §2-105(b), the Parties hereby agree and determine that the circumstances under which their respective police officers and other officers, agents and employees of the county or municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county or municipal corporations are as follows: upon request by any participating law enforcement agency of any participating law enforcement agency, and for a lawful, public and governmental purpose occurring or set to occur within Worcester County, Maryland.
- II. **Intent of the Parties.** If the participating law enforcement agencies involved in a mutual aid request agree that mutual aid is necessary, available and appropriate, it is the intent and commitment of the Parties that mutual aid shall be provided.
- III. **Law Enforcement Authorized to Provide Mutual Aid.** The Parties further agree and authorize their respective participating law enforcement agencies to provide mutual aid outside of the agency's territorial and jurisdictional boundaries but within the territory and jurisdiction of Worcester County, Maryland, as each agency is able and when each agency determines it is appropriate, for a lawful, public and governmental purpose, and in response to a request by any other participating law enforcement agency having jurisdiction over a territory located within Worcester County.
- IV. **Agreement by Law Enforcement Agencies.** The Parties further agree that the request for mutual aid and response providing mutual aid is dependent upon the needs of the requesting law enforcement agency and the ability and suitability of the assisting law enforcement agency to meet those needs, as determined and agreed upon by both law enforcement agencies.
- V. **Mutual Aid Response.** A mutual aid response may include deployment of police officers, or other officers, agents or employees of the law enforcement agency, as well as deployment or use of specific or specialized equipment, intelligence or any other law enforcement-related resources.
- VI. **Manner of Requests and Scene Command.** A request for mutual aid may be made by any participating law enforcement agency to any other participating law enforcement agency, either formally or informally, and need not be made in writing. To the extent possible, the request shall indicate the circumstances generating the need for assistance, the number of law enforcement officers requested, the expected duration of the assignment, the reporting time and location, and the officer in charge of the location. A record of the request shall, however, be made in writing, by each Party, either coincidental with the request or subsequent thereto which shall include the time of the request, and the extent of the aid requested. The record of the request shall indicate the specific circumstances generating the need for assistance, the number of law enforcement officers requested and ultimately present, the expected

- and ultimate duration of the assignment, the reporting time and location, and the officer in charge of the location.
- VII. **Command and Control.** Command and control at a scene where mutual aid is being provided will remain with the requesting law enforcement agency unless relinquished at the discretion of the requesting law enforcement agency.
 - VIII. **Costs.** The Parties acknowledge that any acts performed pursuant to this Agreement by participating law enforcement agencies and their police officers, agents and employees, and any expenditures made by any participating law enforcement agencies shall be deemed conclusively to be for lawful, public and governmental purposes, and each participating law enforcement agency will bear its own costs incurred by acts undertaken pursuant to this Agreement.
 - IX. **Mutual Aid Authority to Enforce State and Vehicle Law.** The Parties further agree that police officers providing mutual aid pursuant to this Agreement, coming from Worcester County to a municipal corporation within Worcester County, from a municipal corporation within Worcester County to Worcester County, or coming from one municipal corporation to another within Worcester County, may enforce the laws of the State, including the Maryland Vehicle Laws, to the same extent as authorized law enforcement officers of the county or municipal corporation receiving the mutual aid, pursuant to Criminal Procedure Article §2-105(g)(1).
 - X. **Denial and Recall of Mutual Aid.** This Agreement places participating law enforcement agencies under no obligation to respond to a request for law enforcement services that it is unable or unwilling to honor. The assisting law enforcement agency may determine that, in certain instances, they are unable to meet the needs of the requesting law enforcement agency, in which instance they may deny the mutual aid request. The assisting law enforcement agency may recall personnel, equipment and other resources provided as mutual aid at any time and for any reason and shall provide notice of such recall to the requesting law enforcement agency.
 - XI. **Extra-Jurisdictional Exercise of Police Powers.** This Agreement for the provision of mutual aid among participating law enforcement agencies confers authorization for the extra-jurisdictional exercise of police powers related to the provision of mutual aid to participating law enforcement agencies. The police powers made available to participating law enforcement agencies by virtue of this Agreement are separate, distinct, and in addition to the other powers already provided to police under Maryland law, including, but not limited to, the police powers conferred by Criminal Procedure Article §2-102 and §2-301, and Criminal Law Article §5-801, §5-802, §5-807, §5-808, and §5-901. This Agreement shall not be construed to limit or otherwise impede the exercise of any and all police powers and authority as provided under Maryland or other applicable law.
 - XII. **Immunity of Parties.** Each Party retains for itself all the immunities from liability enjoyed by that jurisdiction and its law enforcement agency, including the actions of police officers, agents, or employees taken for a public or governmental purpose within its territorial limits to the same extent when acting pursuant to other lawful authority and this Agreement beyond the territorial limits of the Party.
 - XIII. **Immunity of Participating Law Enforcement Agencies.** The Parties acknowledge that the police officers, agents and employees of participating law enforcement agencies acting pursuant to this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed have all the immunities

from liability and exemptions from laws, ordinances and regulations and have all of the same wages, pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed. Said officers remain, for all purposes, employees of their respective jurisdictions, subject to the rules, regulations, procedures, supervision and control of these respective agencies. The police officers, agents and employees shall not be considered joint employees of the other jurisdiction for any purpose. Said costs for the police officer remain with that officer's agency.

- XIV. **Insurance.** Each of the Parties shall obtain and maintain liability insurance, including general liability and automobile liability, which said insurance shall be extended to cover all claims arising out of this Agreement. Self-insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide Workers' Compensation insurance as required by Maryland law.
- XV. **Indemnification.** The Parties and participating law enforcement agencies agree that to the extent permitted by law, they will mutually indemnify and hold each other harmless from any and all claims by third parties for property damage, personal injury or wrongful death that might arise out of the activities covered in this Agreement while personnel or equipment are outside of their respective territories and jurisdictions while responding to a request for aid.
- XVI. **Waiver.** The Parties and participating law enforcement agencies waive any and all claims they might have against any other Party to this Agreement for property damage, personal injury or wrongful death arising out of the activities of the other pursuant to this Agreement, while personnel or equipment are outside of their respective territories and jurisdictions while responding to a request for aid and vice versa.
- XVII. **Defense of Claims.** The Parties and participating law enforcement agencies agree to cooperate fully with any other Party or participating law enforcement agency in the defense of claims, pursuant to the indemnification provisions contained herein. This cooperation will include the following: (1) immediate notification to all Parties involved, any accident or incident resulting in injury or property damage having potential for liability; (2) recognition that each Party to this Agreement involved in an accident or incident resulting in personal injury, property damage or having the potential for liability may conduct a parallel and independent investigation of such accident or incident; and (3) each party involved in such accident or incident shall make personnel, records and equipment available for the purpose of the defense of any claim or suit.
- XVIII. **Effective Date.** This Agreement becomes effective on the date of the last Party's or participating law enforcement agency's signature and remains in effect until any Party or participating law enforcement agency withdraws from the Agreement by sending a written notice to each of the Parties and participating law enforcement agencies at least 30 days prior to the withdrawal. The withdrawal of one Party or participating law enforcement agency from this Agreement does not terminate the Agreement for the other Parties or participating law enforcement agencies. Any Party that unreasonably fails or refuses to cooperate under the terms of this Agreement will be deemed to have waived its right to participate.

- XIX. **Disputes.** Representatives of the Parties will meet annually, or on or near the original execution date and review the terms of this Agreement to ensure its continued validity, completeness and necessity. Failure to comply with this paragraph, however, will not affect the validity of the Agreement. If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue with the lowest management level of each Party. In the event the issue remains unresolved, the Parties will immediately escalate the issue to upper-level management (the county and municipality administrative directors) for their consideration. In all events, the Parties will negotiate in good faith a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be presented to the governing bodies of the Parties.
- XX. **Miscellaneous.** This Agreement shall be subject to and governed by the laws of the State of Maryland. This Agreement shall inure to the benefit of and be binding upon each Party and his/her/its personal representatives, successors and permitted assigns. This Agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein. Any modification or termination of this Agreement shall be in writing and adopted by all Parties to be effective.

IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority of the governing body of each Party and participating law enforcement agency, have executed this Agreement on the date and year as indicated next to each signature.

I, the undersigned, have read the Law Enforcement Reciprocal Mutual Aid Agreement of Worcester County, Maryland and consent to its terms on behalf of the governing body or agency I am authorized to represent.

Theodore Elder, President
County Commissioners of Worcester County Maryland

Date

Matthew Crisafulli, Sheriff
Worcester County Sheriff's Office

Date

Matthew Owens, Fire Marshal
Worcester County Fire Marshal's Office

Date

Timothy Mulligan, Warden
Worcester County Jail

Date

Richard Meehan, Mayor
Mayor and City Council of Ocean City

Date

Matthew James, Council President
Mayor and City Council of Ocean City

Date

Raymond Austin, Chief
Town of Ocean City Police Department

Date

Joshua Bunting, Fire Marshal
Town of Ocean City Fire Marshal's Office

Date

Zackary Tyndall, Mayor and Council President
Town of Berlin, Maryland

Date

Dean Burrell, Council Vice- President
Town of Berlin, Maryland

Date

Arnold Downing, Chief
Berlin Police Department

Date

Janet Simpson, Mayor and Council President
Mayor and Council of Snow Hill

Date

Andrew McGee, Chief
Town of Snow Hill Police Department

Date

Todd Nock, Mayor and Council President
Pocomoke City, Maryland

Date

Arthur Hancock, Chief
Pocomoke City Police Department

Date



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.G
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Resolution 2025-18 - Disposal of Surplus Personal Property
DATE: August 11, 2025

ISSUE(S): Resolution 2025-18 authorizes the sale of surplus personal property.

SUMMARY: Resolution 2025-18 authorizes the sale of miscellaneous items and vehicles as coordinated with various Town departments.

FISCAL IMPACT: To be determined.

RECOMMENDATION: Adopt Resolution 2025-18.



Financially Sound Town Government

ALTERNATIVES: None suggested.

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

COORDINATED WITH: Various departments

ATTACHMENT(S): 1. RES 2025 - Asset Disposal - August 18, 2025.pdf
2. Asset Disposal List.pdf

RESOLUTION 2025 -

A RESOLUTION PURSUANT TO CHAPTER 2, ARTICLE VIII OF THE CODE OF THE TOWN OF OCEAN CITY, MARYLAND, AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY

WHEREAS, the Procurement Manager has determined that certain personal property owned by the Mayor and City Council of Ocean City has reached its useful life, is no longer needed for public use, and is, thereby, surplus property, a determination which is concurred with by the City Manager.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Ocean City that the personal property listed on the Asset Disposal List appended hereto be, and it is hereby declared to be surplus personal property.

AND BE IT FURTHER RESOLVED that said surplus vehicles/equipment be offered for sale by auction through "govdeals.com."

RESOLVED AND EFFECTIVE this 18th day of August, 2025.

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary

LAW OFFICES

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

SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

ASSET DISPOSAL LIST FOR RESOLUTION

Asset Disposal Date: **August 2025**

Reference #	Equipment #	Year	Make	Description	Model	Serial/VIN Number	Disposal Reason/Notes	Department
135	3176	2014	Garfield	Box Blade	GDS14	GDS1401150431	End of Life	PW Maintenance
574	3352	2015	Vantage	Electric Truck	EVX1000	1V94B1110FC113561	End of Life	PW Maintenance
677	2340	2005	Chevy	Silverado 1500 Pick-up	CC15903	1GCEC14X55Z184896	End of Life	Planning & Zoning
12018	3200	2014	Toro	Sand Rake	5040	314000479	End of Life	Golf Course
3171	3168	2015	Mack	Trash Truck - Side Load	LEU612	1M2AU01C0FM001146	End of Life	Solid Waste

Miscellaneous:

Description	Manufacturer	Model#	Quantity	Price When Purchased/Other	Disposal Reason	Department
Drafting Table	Unknown	N/A	1	Unknown	No Longer Needed	Fire Marshal
6-Shelf metal cabinet	Unknown	N/A	1	Unknown	End of Life	Planning & Community Dev



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.H
Council Meeting August 18, 2025


TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Resolution 2025-19
DATE: August 13, 2025

ISSUE(S): Resolution 2025-19 establishes that bicycles, Class 1 electric bicycles, pushcarts and EPAMDS may be operated on the Boardwalk from midnight to noon from Saturday of Memorial Day weekend through Labor Day and any time from Tuesday after Labor Day through the Friday before Memorial Day.

SUMMARY: The Bicycle and Pedestrian Advisory Committee recommended this change to Boardwalk bicycle hours at its July 16 meeting. The recommendation was approved by the Mayor and Council at the July 21 Regular Meeting.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Adopt Resolution 2025-19.

 1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Bicycle and Pedestrian Advisory Committee

COORDINATED WITH: Ocean City Police Department

ATTACHMENT(S): 1. RES 2025 - Bike Times on Boardwalk (1).pdf

RESOLUTION NO. 2025 -

**RESOLUTION ESTABLISHING THE PERIODS AND TIMES BICYCLES, CLASS 1
ELECTRIC BICYCLES, PUSHCARTS AND EPAMDS MAY BE OPERATED ON
THE BOARDWALK**

WHEREAS, Section 90-193 of Chapter 90, entitled Traffic and Vehicles, of the Code of the Town of Ocean City, Maryland, authorizes and empowers the Mayor and City Council of Ocean City, by Resolution, to establish the periods and times during which bicycles, Class 1 electric bicycles, pushcarts and EPAMDS may be operated on the Boardwalk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE PERIODS AND TIMES DURING WHICH BICYCLES, CLASS 1 ELECTRIC BICYCLES, PUSHCARTS AND EPAMDS MAY BE OPERATED ON THE BOARDWALK SHALL BE AS FOLLOWS:

- (1) From the Saturday of Memorial Day weekend through Labor Day, between Midnight and Noon.
- (2) From the Tuesday after Labor Day through the Friday before Memorial Day, at any time.

RESOLVED AND EFFECTIVE this ____ day of ____, 2025.

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary

LAW OFFICES

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

SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.I
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Resolution 2025-20, Forward Funding
DATE: August 13, 2025

ISSUE(S): Resolution 2025-20 declares the Mayor and Council intent to reimburse expenditures not to exceed \$2,130,000 million with proceeds of debt to be issued with the fall bond sale. Anticipated expenditures are the 14th Street Water Plant Emergency Generator at \$630,000 and Service Center renovations at \$1.5 million.

SUMMARY: The 14th Street Water Plant Emergency Generator and Service Center renovations are included in the Capital Improvement Plan at \$630,000 and \$1.14 million, respectively.

Service Center design and technical specification costs of \$34,250 were approved by Council at the July 29 Work Session. With the bond issuance scheduled late fall, there is the chance to bid, award, and start to project cash flow will occur before bond funds become available. In an effort to avoid the need for a second Resolution to support the project Construction Phase, the entire cost is included in this Resolution. The amount has been rounded up to \$1.5 million as the bidding climate is still unpredictable, and it's difficult to determine future bid amounts.

FISCAL IMPACT: \$2,130,000 to be reimbursed with bond sale proceeds.

RECOMMENDATION: Adopt Resolution 2025-20.



Revitalized Ocean City: Development and Redevelopment

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: Public Works Director Hal Adkins
Finance Director Chuck Bireley

COORDINATED WITH: City Solicitor Heather Stansbury
Bond Counsel

ATTACHMENT(S):

1. RES 2025 - Reimburse Expenditures - PW Projects.pdf

RESOLUTION NO. 2025-

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE MAYOR AND CITY COUNCIL OF OCEAN CITY TO REIMBURSE EXPENDITURES TO BE INCURRED WITH RESPECT TO CERTAIN PROJECTS OR PROGRAMS OR FROM CERTAIN FUNDS WITH THE PROCEEDS OF DEBT TO BE ISSUED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY

WHEREAS, to facilitate an efficient borrowing program, the Mayor and City Council of Ocean City (the "Issuer") intends to expend money on certain projects or programs from certain funds prior to the issuance of debt by the Mayor and City Council of Ocean City for such purposes; and

WHEREAS, the Issuer intends to reimburse such expenditures from the proceeds of debt to be issued by the Issuer; and

WHEREAS, to comply with applicable provisions of the Internal Revenue Code of 1986, as amended, and Section 1.150-2 of the Income Tax Regulations, it is necessary, in order to reimburse such expenditures with the proceeds of tax-exempt debt, that the Mayor and City Council declare the official intent of the Issuer to make such a reimbursement of expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Ocean City that, as evidenced by this Resolution, the Issuer intends to expend money on costs related to the following projects prior to the issuance of bonds or other debt obligations and intends to reimburse itself for such costs with the proceeds of such bonds or debt obligations:

1. Design and Construction Costs for the Public Works Service Center Renovations Project. With respect to such project, the Issuer intends to issue debt obligations for this project in an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000.00).
2. Replacement of the 14th Street Water Treatment Plant Emergency Generator. With respect to such project, the Issuer intends to issue debt obligations for this project in an amount not to exceed Six Hundred Thirty Thousand Dollars (\$630,000.00).

RESOLVED this _____ day of August, 2025.

LAW OFFICES

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

SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

ATTEST:

DIANA L. CHAVIS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to form:

MATTHEW M. JAMES, President

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

ANTHONY J. DELUCA, Secretary



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 10.J
Council Meeting August 18, 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: Traffic Regulation 2025-01
DATE: August 13, 2025

ISSUE(S): Traffic Regulation 2025-01 grants the White Marlin Open permission to use 30 feet of parking along Jacqueline Avenue between 14th and 15th Streets for the years 2026 through 2030.

SUMMARY: This regulation corrects dates referenced in Traffic Regulation 2024-01 and extends approval dates to 2030.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Adopt Traffic Regulation 2025-01.



1st Class Resort and Tourist Destination

ALTERNATIVES: None suggested.

RESPONSIBLE STAFF: Traffic Commission (Police Commission)

COORDINATED WITH: City Solicitor Heather Stansbury

ATTACHMENT(S): 1. Traffic Regulation 2025-01, WMO.pdf

TRAFFIC COMMISSION REGULATION 2025-01

Pursuant to the power and authority vested in the Commission by Section 90-52 and 90-53 of Chapter 90 of the Code of the Town of Ocean City, the following regulation is hereby promulgated this 11th day of August, 2025.

Pursuant to Traffic Commission Regulation 2024-01 permission was granted to the White Marlin Open for use of certain parking. It has been determined that the dates in Regulation 2024-01 were incorrect.

Thus, permission has now been granted for the White Marlin Open to use 30 feet of parking along Jacqueline Avenue, between 14th and 15th Street, from the edge of the painted red zone (fire hydrant) south to the corner during the next five year period on the following dates: Friday, July 31, 2026 through Sunday, August 9, 2026; Friday, July 30, 2027 through Sunday, August 8, 2027; Friday, August 4, 2028 through Sunday, August 13, 2028; Friday, August 3, 2029 through Sunday, August 12, 2029; Friday, August 2, 2030 through Sunday, August 11, 2030.

Permission has also been granted for the White Marlin Open to use 30 feet (2 parking spaces) of parking along 14th Street, facing east, immediately after the exit to Harbour Island, and an additional 15 feet (1 parking spot) on the west side of Jacqueline Avenue diagonal from the entrance to Harbour Island during this same time period.

Proper clearance from the corner shall be maintained and all traffic safety regulations shall be observed. The streets shall be maintained in a clean and orderly condition at all times.

The permittee shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of permittee's operation.

For the protection of the public and the Mayor and City Council, the contractor must provide insurance coverage in the amount of one million dollars (\$1,000,000) single limit. Said insurance shall name the Mayor and City Council as additional insureds.



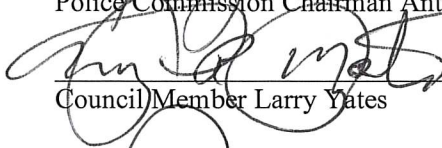
Mayor Richard W. Meehan



Council President Matthew James



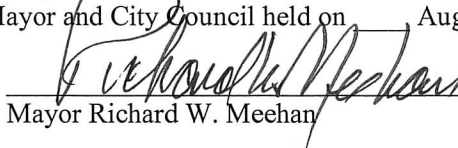
Police Commission Chairman Anthony DeLuca



Council Member Larry Yates

Ratified at the Regular Meeting of the Mayor and City Council held on _____ August 2025.

ATTEST:



Mayor Richard W. Meehan

Diana L. Chavis, Clerk

Council President Matthew James

Council Secretary Anthony DeLuca



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 11.A

Council Meeting August 18, 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: August 11, 2025

ISSUE(S): Comments from the Public

SUMMARY: Any person who may wish to speak on any matter at the Regular Meeting may be heard during Comments from the Public for a period of five (5) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the subject on which he or she wishes to speak.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 12.A
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Comments from the City Manager
DATE: August 11, 2025

ISSUE(S): City Manager Comments

SUMMARY: A. Review of August 26, 2025, draft Work Session agenda
B. Department Activity Report

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

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

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. August DAR.docx



INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: The Honorable Mayor and Members of the City Council
From: Terry J. McGean, City Manager
Re: Department Activity Report
Date: July 15 – Aug 13, 2025

The following information is intended to keep the Mayor and Council well-informed of ongoing issues, activities, programs, and services within the City.

Mayor's Office

- Attended the following:
 - o Council Meetings, Work Sessions, Transportation, and Police Commission Meetings
 - o Interviewed candidate for Board of Zoning Appeals
 - o Stop Offshore Wind Meetings
 - o MML Legislative Committee Meetings
 - o Meeting with boardwalk business owner
 - o OCPD Downtown Substation Ribbon Cutting
 - o Welcomed the American Legion
 - o Lower Eastern Shore Mayor's Association Dinner Meeting
 - o Seaside Deli Ribbon Cutting
 - o Meeting with Mayor Doug Vitale of Point Pleasant Beach, NJ
 - o Jolly Roger Christmas in July
 - o Administration Building at Bayside Park Ribbon Cutting
 - o White Marlin Open Interviews with Unscene Productions
 - o Meeting with Brenda Wascak and grandson, Brody
 - o Chris Shaffer's Retirement Luncheon
 - o MML Summer Symposium
- Interviewed with the following:
 - o Bulldog – Radio Station 98.1
 - o Mike Bradley – Radio Station 92.7
 - o Bill Baker and Jessica – Radio Station 101.7
 - o WMAL regarding July 4th Celebrations
 - o Delmarva Public Radio regarding Senior Weekers
 - o Sinclair Broadcast regarding July 4th Celebrations and offshore wind
 - o WBOC regarding July 4th Weekend
 - o Fox5 DC regarding July 4th Weekend
 - o Amienne Spencer-Blume regarding offshore wind
 - o Coast TV regarding Special Election

CITY MANAGER

- Attended the following:
 - o Council Meetings, Work Sessions, Budget and Commission Meetings
 - o Civitas Meeting
 - o HMRA Meeting
 - o Sports Complex Meeting
 - o MACo Pre-Conference Meeting
 - o Chris Shaffer's Retirement Luncheon
 - o IAFF Meeting
 - o Lower Eastern Shore Mayor's Association Dinner Meeting
 - o Administration Building at Bayside Park Ribbon Cutting
 - o C3 Representatives Meeting
 - o Various Zoom Offshore Wind Meetings
 - o On-Boarding Meet and Greet
- Interviewed by various media outlets
- Working with staff on the following:
 - o Beach Lane Meeting

Regular Session dated Monday, August 18, 2025

- o OCFD Staffing Meeting
- o Business License Revocation Hearing
- o Electricity Supplier
- o Met with Internal Auditor
- o Met with City Solicitor to discuss legal matters
- o Met with HR director on personnel matters

DEPUTY CITY MANAGER

- Attended the following:
 - o Work Sessions Council Meetings
 - o RS Council Meeting
 - o Department Head Meetings
 - o Planning Commission
 - o City Managers Meeting
 - o MML Legislative Meetings
 - o Business License Revocation Hearings
 - o Interview for Planning and Zoning Commission
 - o Ribbon Cutting Skate Park
- Met with Staff to discuss the following:
 - o Planning and Community Development - Personnel
 - o Planning and Community Development – FEMA CAV Meeting
 - o Planning and Community Development – 94th Street Project
 - o City Watch Expansion
 - o IAFF Meeting – PIA discussion
 - o OCPD – Scooter enforcement and possible legislation
 - o Park and Rec Status meeting
 - o Business License Approval Requirements

BUDGET MANAGER

- FY 25 fiscal year-end Encumbrance Master list reconciliation
- FY 25 Budget Amendment # 2
- May Room Tax report
- General employee pay table adjustments
- FY 27 Maryland Stadium Authority budget for the Convention Center

GRANTS COORDINATOR

- Submitted:
 - o FY25 EMPG and Homeland Security grant applications (revised)
- Met with colleagues to discuss the following:
 - o Warrant Apprehension and Absconding Grant
 - o DNR LWCF Grant
 - o Mobile Integrated Community Health (MICH) funding
- Attended the following:
 - o DNR LWCF call with funder
 - o Grantseeking Trend Watch - Strategies for Success in 2025 & Beyond webinar
 - o AI Prompt Engineering webinar
 - o OC Bowl Ribbon Cutting
 - o Using GrantStation + AI Tools to Streamline Your Grant Strategy webinar
- Received:
 - o Notice of Award: Police Recruitment and Retention - \$26,370
 - o Notice of Award: Gun Violence Reduction Grant - \$25,000

INTERNAL AUDITOR

- Monthly Procurement Card Review
- Payroll Review each pay period

Regular Session dated Monday, August 18, 2025

- Internal Audits
 - o Impound Lot – Management Review
 - o PRIP Spreadsheet development
- Daily Transportation revenue review
- Cash Counts
- Annual Audit Plan
- Timekeeping project purchase and installation
- Timekeeping project - Aladtec scheduling for OCPD

City Clerk

- o New Passports: 18
- o Public Information Requests: 6
- o Senior Citizen Bus Passes: 186
- o Prepaid General Bus Pass: 25
- o Caine Keys Permits: 13
- o Vintage License Plates: 10
- o Little Salisbury/Caribbean Drive Boat Ramp: 6
- Conferred with City Manager, City Solicitor and management on agenda items
- Completed/published Mayor and Council agendas
- Attended Mayor and Council meetings
- Completed Mayor and Council minutes
- Prepared legal advertisements
- Processed public requests for information
- Administration of July 22 Special Election completed
- Records projects underway
- course

Emergency Management

EMERGENCY MANAGEMENT DIVISIONAL HIGHLIGHTS

- Attended a virtual 4-day HURREVAC training seminar
- Emergency Management Personnel, along with some OC CERT members, participated in National Night Out at Northside Park with a preparedness information table and the display/tours of OC1
- Attended the quarterly Eastern Shore Planners meeting in Talbot County
- Completed all required monitoring, planning, and operational-related items for the Town. All required reports and updates to the Maryland Department of Emergency Management (MDEM) and FEMA were completed for this operational period

COMMUNICATIONS DIVISIONAL HIGHLIGHTS

- Handled 11,952 calls for service across multiple public safety divisions
- Continued training and certification process of 5 new dispatchers
- Participated in discussions regarding expanded City Watch locations on Philadelphia Ave. and 142nd Street

ELECTRONICS DIVISIONAL HIGHLIGHTS

- Working through several punch list items as a result of our NSC upgrade
- Continued work on DOIT fiber requested for PSB dispatch resiliency. Inquiry on status of fiber identification
- Met with OCFD on items related to alerting and fire sirens
- Assisted ARK with access to Alarm center server access to allow them to add a new account to system
- Checked compatibility on OC1 for new Alarm monitoring through ARK
- Received a copy of an RFP from Worcester County for a new Outdoor warning Siren system
- Working with Verizon Wireless getting a secondary pricing for new SCADA rf system option
- Installed vehicle chargers in multiple city vehicles
- Radio ID audit completed with MD FiRST and Wicomico County

Regular Session dated Monday, August 18, 2025

- Sent an initial Radio ID list to State of Delaware for activations on their system
- Forwarded report of 65th tower lighting failure to MIEMSS
- Responded to firewall failure at 65th tower site
- Quick review of updated system drawing from Eastern from 10A.7 upgrade
- Responded to Sussex County regarding issues we have been having with DIVCOMM and interop

BEACH PATROL DIVISIONAL HIGHLIGHTS

Recruiting, Testing, and Training

- Staffed an average of 90.5 stands daily
- Registered 59 SRT candidates for Pre-Employment Physical Skills Evaluations for the 2026 season, that begin Aug 9th. Also 9 additional for JBPAI positions.
- Contacted, communicated and followed up with all PEPSE candidates
- Increased Social Media presence for Recruiting
- Continued advertising Pre-employment Physical Skills Tests for summer 2026
- Completed re-qualification (Run and Swim) and re-certification (CPR) sessions for returning employees (100% success). Review and practice search and recovery, sand hole collapse response, management of suspected neck injuries and other topics as well as a review of Policies and Procedures
- Completed additional rounds of OCBP Surf Rescue Association certification classes. These classes are required for those who plan to seek appointments to Assistant Crew Chief and Crew Chief positions in the future
- Had 43 out of 51 complete probation and receive their personalized award jacket
- Staffed and deployed AM (8:00 – 10:00) and PM (5:30 – 8:00) safety patrols in the North (52nd – DE line) and South (Inlet – 52nd) sectors
- Held four weekly in-service meetings for entire patrol, outside at the convention center

Facility and Equipment

- Ordering needed equipment for current season
- Having issues with our fleet of PWCs
 - o Seems like a bad fuel issue
 - o Repair work completed to have all operational

Public and Community Outreach

- Increased Social Media presence for Beach Safety
- Published weekly Safety articles in local papers as well as assisted local and regional press with information for news stories (TV, radio and print)
- Held annual Capt. Craig Mile Swim with 106 registered and 99 completed
- Staffed Beach patrol safety booth at Sundaes in the park each week
- Staffed weekly (TUES) beach safety displays at the Lifesaving Station Museum
- Held 7 of our scheduled 9 sessions of Junior Beach Patrol with full numbers of participants (30 per session), filling all sessions to the limit, and still having a wait list. The Thursday one day sessions have also seen record enrolment
- The splitting of the 30 slots between Regular and Advanced has been a huge success and has yielded the exact outcome we had hoped for and the parents are grateful
- Provided personnel for safety at Boogie board and Surf camps
- Competition team participated in several local lifeguard competitions after work
- Competition team participated in the United States Lifesaving Association's Mid-Atlantic Regional lifeguard competition (all SRTs were scheduled off)
- Took a team to compete in the Rehoboth Beach Lifeguard Olympics
- Took a team to compete in the Rehoboth Beach Junior Lifeguard Olympics

ADMINISTRATIVE

- Deployed and staffed guard stands on all 10 miles of beach daily
- Completed preparations for Junior Beach Patrol
- Held weekly in-service meetings, outside at the convention center

Regular Session dated Monday, August 18, 2025

- Staffed Family Beach Olympics, Movies on the beach and sessions I and II of Camp Horizon
- Processing Hiring and re-hiring bonuses for Surf Rescue Technicians
- Beach Patrol Dive Team completed SCUBA certification during an annual dive trip on their personal time
- Staffed fourth of July fireworks security detail
- Held our annual group picture event
- Hosted the National Aquarium for Advanced Marine Animal Rescue training

STATISTICS AND CALLS FOR SERVICE

- Continued educating and informing visitors about the new "Tent" ordinance. This has taken a disproportionate amount of time from our regular duties

	July 1- July 31, 2024	Season Totals
EMS/Ambulance	77	113
Police Assistance	10	21
Lost & Found Persons	197	264
Animal Control	2	4
Preventative Actions	72792	127682
Interventions (Rescues)	549	1212
Beach Wheelchairs	120	176
Surfing Beach Use	725	1717
Mobile Patrols in use (ATVs)	370	764
Tent ordinance interactions	4667	5779

Finance

- FY 25 audit preparation
- FY 25 final audit final fieldwork scheduled the weeks of September 22nd and 29th
- GASB 101 compliance reporting
- June financial statements completed
- Time Clock Plus testing and installation
- August quarterly utility invoices sent to customers
- 2025 (FY 26) Bond issuance planning
- Rental/Business license enforcement

PURCHASING:

- **Gov Deals Listing** - \$3,647,479.80 representing 3099 transactions
 - o Month of June 2025 - \$21,194.00 Items sold - 15
 - o Month of July 2025 - \$35,801.00 Items sold - 15
- Current Proposal/BIDS in progress
 - o B01-26 - Eagles Landing Golf Course Tidal Flood Remediation
 - Advertisement - 7/7/2025 by Close of Business
 - Pre-BID Meeting - 7/22/2025 at 8:00AM
 - Last Day for Questions - 8/4/2025 at 3:00PM
 - Addendum Posting - 8/5/2025 by Close of Business
 - BID Submission Due - 9/8/2025 by 4:00PM
 - BID Opening - 9/9/2025 at 1:00PM, Mayor and City Council Work Session
- **Gas and Diesel Pricing**, last time we bought - Volatile **market**
 - o Diesel June 2025 - \$2.4260 July 2025 - \$2.639
 - o Gas June 2025 - \$2.051 July 2025 - \$2.219
- **Gas** - Average Daily Pump
 - o July 2025 - Average 586.50 Gallons
 - o June 2025 - Average 557.90 Gallons
 - o May 2025 - Average 498.90 Gallons
- **Diesel** - Average Daily Pump

Regular Session dated Monday, August 18, 2025

- o July 2025 – Average 1,239.40 Gallons
- o June 2025 – Average 1,109.00 Gallons
- o May 2025 – Average 823.20 Gallons

Fire

- FMO-Rental license program underway (114 of 247 rental multifamily inspections for CY25 complete). Conditional offers made on hiring FM rental inspection.
- FMO-Central Square Community Development software build-out underway.

Today's Date	Reviewed Permits Turn Around Times (Business Days M-F)					
	Permit Category	Benchmark	M-T-D (Avg)	Y-T-D (Avg)	Y-T-D Min	Y-T-D Max
7/31/2025	Fire Protection Systems	14	3.3	2.9	0	14
	Small Permit (<\$100K)	5	2.3	2.6	0	14
Current Month	Medium Permit (\$100K-\$1M)	11	1.0	1.4	0	13
7	Large Permit (>\$1M)	15	0.0	1.3	0	6
	TOTAL PERMITS		2.0	2.4	0	14
Approved Permits Turn Around Times (Business Days M-F)						
Permit Category	Benchmark	M-T-D (Avg)	Y-T-D (Avg)	Y-T-D Min	Y-T-D Max	
Fire Protection Systems	14	2.8	4.4	0	36	
Small Permit (<\$100K)	5	2.3	3.8	0	33	
Medium Permit (\$100K-\$1M)	11	1.0	5.1	0	16	
Large Permit (>\$1M)	15	0	3.7	0	16	
TOTAL PERMITS		1.8	4.4	0	36	
Permits Reviewed						
Permit Category	M-T-D		Y-T-D			
Fire Protection Systems	6		74			
Small Permit (<\$100K)	6		69			
Medium Permit (\$100K-\$1M)	6		40			
Large Permit (>\$1M)	2		7			
TOTAL PERMITS	20		190			

July	Plan Re-views Received	Permits Received	Bonfire Permits	Special Events	Inspections/ Property Checks	Field Operations CFS	Complaints & Referrals	Fire Protection Deficiencies	Public Outreach / Community Outreach
	24	10	1108	3	87	403	14	11	3

- Community Outreach: Fire Camp '25: Basic had 57 campers (48 residents/9 non-residents), senior camp wraps this week with 10 @ Fire Station 3. K9 Therapy Dog visits through Believe in Tomorrow were a success and are planned for future collaborations.
- Fire/EMS: Fireboats assisted in several maritime critical calls. EMS Clinicians completing in-house advanced training on protocol updates and advanced ultrasound with/ Assistant Medical Director.
- Volunteers: Continuing to staff duty crews (7a-7p nightly); 3 full crews on July 4th

Human Resources

- Two Amendments were passed on 7/21/25 permitting Command Staff to opt out of the Public Safety Pension Plan and join the 401a plan.
- Narrowed Life & Disability RFP finalists to two: SunLife & Lincoln. Awaiting best & final offers.
- Received initial benefits renewal from CareFirst, +12%. We are continuing to negotiate and considering plan design changes to lower the renewal, if possible.
- 2025 Employee Engagement Survey was distributed. Deadline for completion is Friday, August 15. So far 210 responses received.

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- Invite for the annual Employee Appreciation Picnic @ Joll7y Rogers was distributed. Date of event is Saturday, Sept. 6th.

Information Technology

- Working to find a solution for providing City Watch cameras on Coastal Highway and other locations where we do not have town network options
- Coordinating Wireless carriers for fall special events to provide augmented services during peak network events
- Working with departments to fulfill FY26 IT purchases

Planning & Community Development/Building/Geographical Information Systems

BUILDING/INSPECTIONS

- 2025 Plan and Permit Reviews: In July 234 building permits were issued, an increase in the 5-year monthly average of 34. The construction value for July was \$5,261,314.00 compared to the 5-year average of \$2,819,629.80
- New Residential and Residential Alteration Permits Issued (> \$100,000):
 - o 120 Denny Ln
 - o 116 78th

PLANNING/ZONING/ENVIRONMENTAL/GIS

- Planning Commission (PC): Next PC meeting will take place on August, 19 2025 at 5:30 pm. For a closed session and at 6:30pm for regular session with 1 renewal and 2 cases
- New Zoning Administrator – Sabrina Hecht has started
- Outdoor Display Enforcement: 12 citations issued for violations
- Information Technology
- Information Technology

Police

CRIMINAL INVESTIGATION DIVISION:

- The Special Enforcement Unit worked tirelessly with the OC Grants manager to secure a \$15,000 grant to assist in locating and apprehending subjects with arrest warrants. The SEU will lead this project.
- The Forensic Services Unit received 5 AFIS hits, two of which identified suspects. They also had 2 NIBIN leads which were linked to 3 separate shooting/homicide scenes.
- The Narcotics Unit assisted the Alcohol Tobacco and Cannabis Commission with enforcement efforts throughout town which led to violations and the suspension/revocation of 6 separate business licenses.
- The Major Crimes Unit continues to investigate a shooting that occurred on July 4. Investigators are following forensic leads. Cooperation from the victim remains as a minimum.

PATROL DIVISION:

- Statistics:
- Calls For Service – 7,841
- Total Arrests – 238
- Firearms Seized – 36 YTD
- Weapons Seized (non-firearm) – 94 YTD
- Training and Special Details:
- Training
- Emergency Vehicle Instructor Course – 5 days
- Cryptocurrency Investigations – 2 days
- K9 Monthly Maintenance – 2 day (required)
- Explosives K9/Handler Training Began – 5 week course
- Special Events
- 2025 July 4th Celebration Details – ND Street/NS Park

SERVICES DIVISION

- Arrest and Detention

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- Total Prisoners Processed – 257
- Adult – 235
- Juvenile – 22
- Property/Evidence
 - o Total Submissions – 371
 - Evidence – 98
 - Safekeeping/To Be Destroyed – 250
 - Returned Property – 23
- Significant Events
 - o District Court Commissioners Office in process
- Training and Recruiting
 - o Recruiting
 - 8 Recruits started the July Academy
 - Held a Police Applicant Testing and Interview Weekend (July 26, 2025)
 - Delmarva Shorebirds Recruiting Event (July 25, 2025)
 - Recruiting Car at Orioles game in Baltimore for Honor Guard Detail (July 12, 2025)
 - o Training Conducted
 - EVOC Instructor Training Course (July 7-15)
 - Threat Evaluation and Reporting Course (July 8-10)
 - QRT Training (July 10-11)
 - C2C Live – Cellebrite User Forum (July 10)
 - Intoximeter EC/IR II Operator Recertification Training (July 10)
 - Cryptocurrency Investigations (July 14-15)
 - K-9 Training (July 16-17)
 - Person Borne Explosive Detection K-9 School (July 21-August 22)
 - Basic Undercover Techniques (July 21-25)
 - Intoximeter EC/IR II Operator Recertification Training (July 23)
 - NAPWDA Training (July 24-25)
 - Advanced Undercover Techniques (July 28-August 1)
- Records Section
 - o Case Files sent to States Attorney and other Agencies – 486
 - o Public Requests for reports – 134
 - o Digital Media Requests – 379
 - o Background checks – 25
 - o Expungement Orders Processed – 40
 - o NIBRS Crime Reporting (hours) – 18
 - o Incident Reports Processed – 890
 - o Parking Telephone Calls (hours) – 30
 - o FOIA Requests – 13
 - o Vehicles Towed (Police) – 108
 - o Vehicles Towed (Private) – 92

Public Works

ADMINISTRATION

- Gorman Avenue Water Treatment Plant Clarifier Renovations- Clarifiers now in operation. Balance of project to be completed in the Fall.
- Montego Bay Storm Drain & Roadwork- Will resume in the Fall.
- 44th Street WTP – One of the two filter bays complete and in operation. Second filter bay conversion to begin in the Fall.
- Wastewater Treatment Plant Headworks and Influent Pump Station Improvements- Project Bid Opening was held August 12th; bids are being evaluated at this time
- Planning and designing next Fall Projects.

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- Elevator Systems: Coordinating annual inspection schedule for Beach Patrol, City Hall and Fire Station 1 & 4 systems.
- Fire Alarm Systems: Draft and execute contract amendment #2 updating contract inventory to reflect new facilities.
- Fire Sprinkler Systems: Draft and execute contract amendment #5 updating contract inventory to reflect new facilities.
- HVAC Systems: Drafting change order #9 extending term and updating contract inventory to reflect new facilities.
- PW Cellular Sites: Coordinating modifications to Verizon 94th street and AT&T 64th street water tank sites.
- Standby Generator Systems: Drafting contract amendment #7 updating contract inventory to reflect new facilities and systems.

AIRPORT

- Marlin Tournament Week, high operational tempo, Aug 8, new record.
- MDE on-site review visit Aug 1st.
- SWM Soil Conservation sign off for Taxiway "A" relocation is now complete.

CONSTRUCTION

- Worth is working on replacing sidewalks from condemnments and water leaks, they will be starting on the STRPAV project after Labor Day.
- Water crew is working on several work orders, installing new water services, repairing-replacing small meters, and have been working on repairing water leaks.
- Carpenters are working on repairing life guard stands, working on several work orders daily and replacing bad boards on the boardwalk. Crew has been repairing beach crossings as complaints come in.
- Electricians have been working on several different work orders throughout the Town

ENGINEERING

- Ocean Bowl Admin Building, Project is complete, Closeout Phase.
- Bank of Ocean City Museum, 99% complete we continue to fine tune the HVACR system.
- OCPD Downtown Substation, project complete. Closeout Phase.
- Convention Center Elevator, Project is in Construction Phase: 25% complete, Large Freight elevator, completed and operational. Working on the small freight. Then continuing to, North and South Passenger elevators. Anticipated Completion Date is December 24, 2025.
- Convention Center Escalator, Project is complete waiting for Punch List.
- Convention Center South Stair, Construction Phase: 80% complete. Completion expected July 2025
- Dredging, Construction Phase: Planning for next year – adjoining landowner notification is under way.
- Eagles Landing Golf Course Flood Remediation, Bid Phase: Bids due September 8, 2025
- Comfort Station Design: design phase nearly complete, intending to bid in September
- Friendship Rd DMP Site, continuing to monitor site and performing N.O.I. Weekly inspections
- Northside Park Kayak Launch, Design Phase: We are continuing to monitor the design.
- Staff continues to perform surveying for projects.
- Staff helped multiple departments with Concepts, Design and Budgeting.
- Staff continues to issue permits and monitor progress of those permits.

MAINTENANCE

- Continuing with core duties/operations and responsibilities
- Breaking down other special events and WMO set up etc.
- Beach tent regulations - Tents rules overlay/stickers are completed from south to north
- As the season winds down, our staff is gearing up for a high-action packed September and October, packed with special events and increased staffing demands

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SERVICE CENTER

- Filled the open tech 2 position
- New software J Pro is working very well for the staff
- Sending out vehicles for Body shop needs
- Installing Aim fueling modules on new vehicles as they are delivered continues
- Performing DOT inspections on trailers
- Sending out vehicles for recalls at the dealerships.

SOLID WASTE

- Have several trucks out of service waiting on parts
- Voyager is Keeping Up With Loads
- Have 2 PT Opening for Drivers

TRANSPORTATION/PARKING

- Driver staffing remains 8 ahead of this time last year. Weekly bus deployments are on par with 2022 levels.
- Transportation Techs remain severely understaffed. We will revisit strategies for recruiting and hiring for this position during this coming off-season.
- Parking Enforcement remains slightly understaffed but year-over-year productivity is still up.
- MTA and FTA Operating grant levels are coming in higher than anticipated. We will coordinate with the Budget Director at the conclusion of Q1 to determine what adjustments to make.
- We have 11 artics in the fleet as of now, and anticipate having the same 11 for the 2026 season. We anticipate four new artics to be ready for the 2027 season (two funded in each of FY25 and FY26), but, we also expect to retire the two oldest ones after the 2026 season, bringing our planned total number of artics in 2027 to 13.
- We are also in the process of retiring and replacing our oldest ADA van, also funded in large part by the MTA and FTA.
- We have a deployment plan for the Fall music festivals which should put approximately 26-27 buses on the road during the late morning/early afternoon peak, and 34-37 on the road during the late evening return peak. We will continue to update and monitor those projections between now and the events.
- We continue to monitor the pending planned move of the downtown USPS from 5th Street to Worcester Street, and its potential positive impact on available parking at the 5th Street location, once vacant.
- The next Transportation Committee meeting is scheduled for Tuesday, September 9th.

WASTEWATER

- Ocean outfall assessment has been completed.

WATER

- 15th Street generator replacement work prep continuing.
- 33rd street well relining complete, well operational.

Recreation & Parks

ADMINISTRATION

- Ribbon Cutting for Bayside Park Administration Building was held August 12
- Cheryl Graziano, Administrative Assistant I, announced retirement with last day August 8; deadline to apply for position posting is August 13
- Maryland Department of Public Works approved \$267,140 in Community Parks & Playgrounds grant funding for the phase II replacement of the Northside Park Playground
- Facility Rentals included 6 tournaments, 7 pavilion/pier rentals, and 1 Community Room rental. Tournaments included:
- USSSA Softball World Series: 8 days between July 16–30, approximately 100 teams spread over the eight days

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- Charm City Youth Basketball: July 18-20, approximately 75 teams
- Eastern Shore Tournaments Youth Baseball: July 19-20 and 26-27, approximately 24 teams total
- OC Lax Classic: August 5-10, approximately 125 teams plus a youth clinic
- Team Tri-County Youth Basketball: August 9-10, approximately 45 teams
- Our recreation management software was successfully migrated from TOC servers to Vermont Systems, Inc. hosted servers on July 28-29, enabling us to utilize more of the software's potential, including the development of an app, the ability for customers to reserve facilities online, and access to more advanced business analytics
- Roll out of these new features is in progress

RECREATION PROGRAMS & SENIORS

- Summer camps had another banner summer, there are two weeks left of all summer camps
- Camp Horizon ended August 8, and even with a week cut this summer due to extended school in June, we still serviced 1,180 campers, which is a record number for Camp Horizon enrollment
- The Bayside Park at 3rd Street Administration Building opened July 19 and has been well-received by the community
- Concession operations are on track with last summer's revenue and continue to trend upward as the summer season comes to a finish
- Racquet Center revenues are slightly down this summer due to the head tennis professional suffering an injury early in the season; the dedicated pickleball courts are bringing in strong participation numbers
- 2025-26 Fall/Winter *Splash!* publication is out and program registration started August 5
- Recreation division is back to full staff and have done an amazing job juggling job responsibilities and new roles amidst a very busy summer season

PARKS

- Attended TOC Safety Committee meeting; Northside Park Shoreline Stabilization meeting; Department Senior Staff meeting; Bayside Park at 3rd Street Admin Building Punch List Walk-Through; 5th Street Post Office Conversion to Parking Lot planning meeting; Winterfest meeting with Special Events; and Racquet Center Development planning meeting
- Prepared softball fields and provided all-day staffing for a total of eight days (134 manhours) for the USSSA Eastern National Girls Fastpitch Softball Championship at Northside Park
- Prepared fields and provided support for Ocean City Lax Classic lacrosse tournament; two private baseball tournaments; Department-sponsored Girls Lacrosse Camp, Soccer Camp, Camp Horizon, Baseball Camp, and Softball Camp
- Provided support for private events and Town-sponsored events: Sundaes in the Park, Beach Tennis tournament, and National Night Out
- Maintained and repaired beach amenities: wheelchairs and wheelchair boxes at handicap beach access locations and Convention Center; and beach volleyball post and nets

GOLF OPERATIONS

- Held golf camp July 14-16 with a record 49 campers
- Met with Noteefy service representative and added their new Confirm application to our tee sheet
- The new application is a tee time reminder/confirm text message, similar to what doctor offices and restaurants have for appointments or reservations; staff anticipate that this will help reduce no-shows and short-shows to enhance revenue
- Opened registration for Swing for Youth Golf Open to past players on August 1

GOLF MAINTENANCE

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- As the rains have subsided, maintenance has shifted to irrigating regularly and water management; irrigation problems have come to the forefront again with a total of nine leaks repaired so far this year and countless broken wires
- Plant protectants and sedge control have been applied to the entire golf course, and fairways have received an application of granular fertilizer
- Cart paths and sand bunkers have been edged and cleaned
- The landscaping, particularly the annual flowers, looks fantastic around the clubhouse and all throughout the course
- Hosted a pre-bid meeting for potential contractors for the upcoming Flood Remediation Project, last day for questions was August 4
- The golf course is in fantastic condition; staff continues to do a great job, and customers are very happy

Risk Management

- Deposition prep with AJGA defense counsel and testimony provided for Hines/TOC
- Attended settlement conference for Nicholas/TOC
- Met with our Insurance Broker at RCM&D for post binding coverage review

Tourism & Business Development

- Boardwalk Arch is complete.
- Smile Sign on the boards at 4th Street completed. Year Round Programming Established
- 2026 Media Planning with BVK 8/11 and 8/12
- Working on MLK Line Up
- Presenting Deferred Revenue concepts to City Manager 8/13
- Prepared updated Special Events Director Job Description to be advertised
- Submitted updated MEGA grants to State for concert series – \$675K for 4 years
- Presenting Weather Triggered Media Plan
- Complete Commanders and Capitals Media Sponsorships
- Completed Rising Tides creative for OTT, etc.
- Working on Orioles, Ravens, Commanders activations
- Working on concepts for CFG arena

SPECIAL EVENTS

- IN-PROCESS: Summer Events
 - Sundaes in the Park – One cancelled event due to weather
 - OC Beach Dance Party – August events cancelled
 - Sunset Park Party Nights – In process
 - Weekly fireworks (beach) – In process through end of August (Monday nights, 9:30pm)
- PLANNING: Summer Send-Off Event (150th)
 - Promoter begins setup August 20, Event window is August 21-24
 - Hot Air Balloon glow on beach (weather dependent, up to two days-worth of displays)
 - Monster Kits on beach (weather dependent, up to two days-worth of displays)
 - Laser Show (up to four nights)
 - Location: Talbot Street to 3rd Street
 - Propane Fueling in NE corner of IPL
- PLANNING: Sunfest
 - Coordinating sub-events (Bicycle swap meet, PETX Talks/events, Halloween events)
 - Awaiting tent rental invoice
- PLANNING: Winterfest of Lights
 - New additions: Under review by Tourism Director and City Manager for funding
 - Extended hours for New Year's Eve leading to Pier-based fireworks display at midnight
 - Event layout concept in design phase
- PLANNING: Springfest 2026
 - ALOC on board to assist with chalk art event elements

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- New expanded layout approved
- Layout expands to include additional commercial, craft, gourmet and food vendors
- Layout to include fine artisan vendors
- Stage layout reminiscent of Sunfest with two outdoor stages
- Third small stage under consideration
- UPCOMING PRIVATE EVENTS:
 - OC Jeep Fest
 - Wine on the Beach
 - OC Rock and Ride
 - Oceans Calling
 - Country Calling
 - Shorecraft Beer Festival



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 13.A
Council Meeting August 18, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Comments from the Mayor and City Council
DATE: August 11, 2025

ISSUE(S): Mayor and Council Comments

SUMMARY: Not Applicable

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None