



MAYOR AND CITY COUNCIL

WORK SESSION
Tuesday, May 13, 2025 - 1:00 PM

AGENDA

1. CALL TO ORDER

2. NOTICE AND REPORT ON CLOSED SESSION

- A. Closed Session Notice and Reports
 - 1. Tuesday, May 13, 2025, 11:30 AM - 1:00 PM, to discuss Legal and Personnel Matters
 - 2. Report: Monday, May 5, 2025, 5:30 - 6:00 PM, discussed Legal Matters

3. ACKNOWLEDGEMENTS AND RECOGNITIONS

4. COMMENTS FROM THE PUBLIC

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

5. NEW BUSINESS

- A. Request to Approve Minutes
 - 1. Regular Meeting #9 dated May 5, 2025
- B. Ocean City Development Corporation Annual Update presented by OCDC President Joe Wilson and Executive Director Zach Bankert
- C. Request to Renew BVK Advertising Agency Contract presented by Tourism and Business Development Director Tom Perlozzo
- D. Preliminary Discussion of Tents on the Beach presented by City Manager Terry McGean

6. ADJOURN



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 2.A
Council Meeting May 13, 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 Reports
DATE: May 5, 2025

ISSUE(S): Closed Session Notice and Reports

SUMMARY: A Mayor and Council closed session is scheduled for Tuesday, May 13, 2025, at 11:30 AM to discuss legal and personnel matters. A report of the May 5, 2025, closed session is provided as well.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Closed Session Notice 5.13.25.doc
2. Closed Session Report 5.13.25.doc
3. Closed Session Report 5.5.25.doc

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

DATE AND TIME: Tuesday, May 13, 2025 11:30 AM – 1:00 PM
 PLACE: City Hall
 SUBJECT: Legal and Personnel Matters
 VOTE: _____ UNANIMOUS
 _____ OTHER: FOR: _____
 AGAINST: _____
 ABSTAIN: _____
 ABSENT: _____

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

PURPOSES:

X	1. To discuss: (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees or officials over whom it has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals;
	2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business
	3. To consider the acquisition of real property for the public purpose and matters directly related thereto;
	4. Consider a matter that concerns the proposal for a business or industrial organization to locate, expand or locate in the state;
	5. Consider the investment of public funds;
	6. Consider the marketing of public securities;
X	7. Consult with counsel to obtain legal advice;
	8. Consult with staff, consultants or other individuals about pending or potential litigations;
	9. Conduct collective bargaining negotiations or consider matters that relate to the negotiations;
	10. Discuss public security if the public body determines that public discussion would constitute a risk to the public or public security, including; a) the deployment of fire and police services and staff; and b) the development and implementation of emergency plans
	11. Prepare, administer or grade a scholastic, licensing or qualifying examination;
	12. Conduct or discuss an investigative proceeding on actual or possible criminal conduct;
	13. Comply with a specific constitutional, statutory or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
	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	Position appointment	Protect applicant personal data
§3-305(b)7	Potential litigation	Attorney-Client Privilege

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

Prior to the open session of the Mayor and City Council being held on Tuesday, May 13, 2025, at 1:00 PM, a closed session was held on Tuesday, May 13, 2025, at 11:30 AM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

1. A statement of the time, place, and purpose of the closed session is attached.
2. A record of the vote of each member as to closing the session is attached.
3. A citation of the authority under the law for closing the session is attached.
4. (a) Topics of Discussion: Legal and 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 Solicitor Heather Stansbury
Internal Auditor Karin Scott
Fire Chief Josh Bunting

Action(s) taken:

Motion to close meeting:

End Time:

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

Prior to the open session of the Mayor and City Council being held on Monday, May 5, 2025, at 6:00 PM, a closed session was held on Monday, May 5, 2025, at 5:30 PM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

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

(b) Persons present:

Mayor Rick Meehan (5:40 PM)
City Manager Terry McGean
Deputy City Manager JR Harmon
Council President Matt James
Council Secretary Tony DeLuca
Council Members: Will Savage III, Larry Yates, John Gehrig, Jake Mitrecic,
Carol Proctor
City Clerk Diana Chavis
City Solicitor Heather Stansbury
Police Chief Ray Austin
Fire Chief Josh Bunting

Action(s) taken: The Mayor and Council consulted with legal counsel on potential litigation.

Motion to close meeting: Council Secretary DeLuca; 2nd Councilmember Yates. The vote was unanimous, 7-0.

End Time: 6:10 PM



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 4.A
Council Meeting May 13, 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: May 5, 2025

ISSUE(S): Comments from the Public

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

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



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ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.A
Council Meeting May 13, 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: May 5, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Regular Meeting #9 dated May 5, 2025

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve minutes.



Excellent Service through a High performing Town Organization

ALTERNATIVES: Advise of necessary modifications.

RESPONSIBLE STAFF: City Clerk Diana L. Chavis, MMC

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

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.B

Council Meeting May 13, 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: OCDC Annual Update 2025
DATE: May 5, 2025

ISSUE(S): Annual OCDC update to Mayor and City Council presented by OCDC President Joe Wilson and OCDC Executive Director Zach Bankert.

- 1) Provide annual update on OCDC's downtown revitalization efforts.
- 2) Discussion of Downtown Design Standards Update
- 3) Request to approve Right of Way (ROW) Use Agreement on Somerset Plaza for one bicycle rental business.
- 4) Request the funds from ROW agreement to be to be used for special events on Somerset Plaza.
- 5) Request to Approve Right of Way Agreement on Somerset Plaza to be used for local eatery.

SUMMARY: OCDC provides an annual update on its activities and programs each year to the Mayor and City Council. As part of this annual update, OCDC requests the continued use of public right of way on Somerset Plaza for a bicycle and mobility scooter rental business as well as tables for a local café. OCDC believes that having active businesses and special events on Somerset Plaza allows the pedestrian street to flourish and encourage beach to bay foot traffic. The OCDC also wants to gauge the interest of the Mayor and City Council on the update and expansion of the Downtown Design Standards.

FISCAL IMPACT: Use Agreement for bicycles on Somerset Plaza is \$800. For the past 19 years, these funds have been paid directly to OCDC to offset expenses for special events on Somerset Plaza. Use Agreement for four tables in the right way is \$300, paid directly to the Town of Ocean City.

RECOMMENDATION: 1) Approve ROW agreement for Big Jim's Bikes and allow OCDC to collect these fees in order to fund special events on Somerset Plaza.
2) Approve ROW agreement for Muze Cafe.



ALTERNATIVES:	Defer to Mayor and Council
RESPONSIBLE STAFF:	George Bendler, Director of Planning & Community Development
COORDINATED WITH:	Zach Bankert, OCDC Executive Director
ATTACHMENT(S):	<ol style="list-style-type: none">1. OCDC 2025 city presentation, v2.pdf2. Bike Right of Way Agreement Big Jim's Bikes 2025.doc3. Table Right of Way Agreement Muze Cafe 2025.doc4. right of way diagram.pdf



Ocean City Development Corporation

2025 Annual Presentation to the Town
of Ocean City's Mayor and City Council



Photo: Tarry A While Guesthouse Ribbon Cutting in May 2007



OCDC: Celebrating 25 Years of Revitalization in Downtown Ocean City

- Community Development Corporation founded in 2000.
- 501(c)(3) Non-Profit Organization
- 15 person Board of Directors with 170 general members
- Staff includes: Executive Director, Programs Manager, Office Administrator, and Volunteer Coordinator
- Manages the Main Street designation and assists with the Sustainable Communities Designation.

What does Downtown Revitalization look like?

Cultural Enrichment and Community Development



- Public Arts
- Special Events
- Public Spaces

(Photo- Entry Park Marlin, the first OCDC Public Art Project)

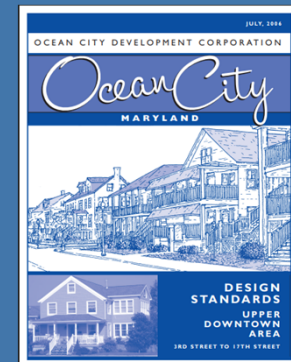
OCDC Grant Programs



- Property Improvements
 - Employee Housing
- New Business Development

(Photo: 1208 Baltimore OCDC's 250th Façade Project)

Private and Public Development



- Design Standards and Input on Code Revision
- Land Banking
- Input on Code Revision
- Assist with Public Sector Buildings

(Photo: Downtown Design Standards Cover)

OCDC Grant Programs



Façade Improvement:

up to \$7,500 for exterior improvements

Green Building Initiatives:

up to \$7,500 for energy efficiency

Business Assistance:
up to \$10,000 for new business interior fit out

Commercial Façade:
up to \$10,000 for commercial exteriors



Employee Housing:

up to \$25,000 for the development of new employee housing or rehabilitation of existing employee housing

Roof: up to \$2000 for roof replacements

Fence: up to \$2000 for streetside fences

Lighting: up to \$500 for exterior lights



(Photos: all photos are projects funded in the past year)



Since its founding in 2000, the OCDC Has been awarded over
\$4,500,000 in grants, which has gone on to
incentivize **\$31,500,000** worth of redevelopment
in Downtown Ocean City.

Grants Awarded Over the Past 12 Months

- **\$300,000** (DHCD Strategic Demo) for the Henry Hotel restoration project
- **\$300,000** (DHCD Project Restore 2.0) for renovation of 102 Worcester
- **\$100,000** (DHCD Maryland Façade) for OCDC's Façade Improvement and Commercial Façade Improvement Programs
- **\$50,000** (DHCD Community Legacy) for OCDC's Green Building Initiatives Program
- **\$30,000** (DHCD Technical Assistance Grant) for murals at the Ocean Bowl Skate Park
- **\$25,000** (DHCD Main Street Improvement Program) for the OCDC's Employee Housing Program
- Totaling over **\$800,000** in state allocated grant funds awarded in the past 12 months

Public Art and Community Engagement



Celebrating OCMD's 150th year anniversary, the OCDC designed and published a tri fold post card that has historical info about the town and can be mailed like a traditional post card.

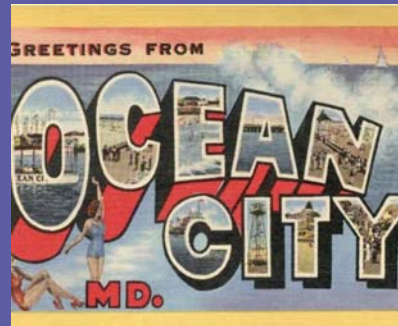


OCDC operates the Boardwalk Information Cottage, assisting thousands of visitors each year

Two large murals are scheduled to be painted this summer at the Ocean Bowl Skate Park



OCDC organizes the annual Boardwalk Scavenger Hunt. This free, family friendly event gives away hundreds of stuffed animals every year.



Special Events, Fundraisers, Community Gatherings



Community Events

We host many events that are low cost or free and a great excuse for the local community to come together, such as our After Dark Events, Pancake Breakfast, and Italian Dinner.



Free Summer Events

Events like the Sunset Park Party Nights and OC Cruzers Car Shows on Somerset Plaza are free, family friendly events enjoyed by visitors and locals alike during the summer months.



OCDC Fundraisers

We produce a number of fundraisers every year, such as the Shore Craft Beer Festival, Art Davis Memorial Golf Tournament, and Sunfest Beer Garden.



Support Large Events

We continue to support the large music festivals, acting as a liaison for the Boardwalk Merchants. We also promote events throughout the year in the Downtown Discovery insert in the OC Today-Dispatch.

Current Large Development Projects



OCPD Downtown Substation

- Many years in the making, we broke ground in summer of 2024 with an expected completion date of summer 2025
- Partnership between the Town of Ocean City and OCDC, with a total budget of \$4,200,000. OCDC has been awarded \$350,000 in grant funds to date.
- Facilities include offices for OCPD, bike garage, housing for seasonal employees, new public restrooms, and new off island shuttle stop



102 Worcester Street

- Purchased by the OCDC in late 2023.
- Work has begun on the building. OCDC is currently in negotiations with a long-term tenant.
- Property sat vacant for many years. It will be tenant occupied on first floor, with seasonal housing on second floor, and leased parking spaces to local businesses.
- To Date, OCDC has been awarded \$465,000 in grant funds, which went towards the purchase and expected renovation costs.



Partnership with Local Government

- Continue to operate Downtown Design Committee to help enforce Downtown Design Standards.
- Collaborated with Town of Ocean City's Department of Planning the Community Development to propose new ordinances to clean up outdoor display of merchandise on the Boardwalk.
- Started the Save OC committee to help fundraise for the fight against offshore wind turbines.
- Continue to act as a liaison between the Boardwalk business owners and music festival promoters/TOC.
- OCDC Manages the housing of seasonal lifeguards and seasonal PSO's.



Approval Requests From Council

- Somerset Plaza Right of Way: Muze Café's Tables and Chairs
- Somerset Plaza Right of Way: Big Jim's Bikes display of bicycles and surreys (with fee paid directly to OCDC to offset costs of special events on Somerset Plaza).

Items Moving Forward: Downtown Design Standards (DDS)

Goals of the DDS Updates:

- Modify Lower and Upper DDS to better account for large commercial projects such as hotels and condos buildings
- Incorporate the Boardwalk into the DDS
- Investigate resizing Planned Overlay Districts in the Downtown area

What required to achieve DDS Updates:

- Time and effort of TOC staff, OCDC staff, and professional volunteers
- Outreach and input from property owners
- Funding for services not provided by TOC/OCDC staff or volunteers (potential for OCDC to acquire grant funding)





Thank you for your continued support!

2025/2026 SOMERSET PLAZA

Conditions for Use of Public Right of Way by Private Businesses

The Mayor and City Council hereby grants permission to:

Business Owner: Jim Parrillo

Mailing Address: _____

Name of Business: Big Jim's Bikes

Type of Business: Bicycle rentals

Business Address: 8 Somerset Street, Ocean City, Maryland 21842

Purpose: to conduct limited private commercial activity in the public right of way of Somerset Plaza. In order to use this area, the business must adhere to these conditions (see attached diagram):

- Staging area is limited to no more than 5 bicycles, 2 surreys, and 1 mobility scooter and is limited to the area in front of the building at 8 Somerset Street between the trees and the northerly bollards.
- Staging area shall adhere to the Boardwalk bicycle riding hours. Operation of bicycles on the Boardwalk is subject to the time restrictions found in Section 90-193 of the Code of the Town of Ocean City.
- The business owner may be permitted to have one free standing sign in this leased space, subject to final approval of the sign by City and OCDC staff.
- Sidewalk between trees and the building must remain clear at all times.
- Bicycles may not be repaired or serviced in the public right of way area of Somerset Plaza.
- Exterior lights of the store must remain on until 10:00 pm each night between Memorial Day and Labor Day.
- There shall be no cash transactions conducted in the public right of way.
- Special events approved by the Mayor and City Council supersede the private use of the public area.
- The business owner shall pay the OCDC \$800 for the use of the public right of way. This payment shall be paid by June 1, 2025.
- The business owner must obtain \$1 million liability insurance policy for this use naming the Town of Ocean City and Ocean City Development Corporation as additional insureds.
- This approval for the use of the public right of way shall terminate on April 30, 2026.
- FAILURE TO ADHERE TO THESE REGULATIONS SHALL RESULT IN IMMEDIATE CANCELLATION OF THE APPROVAL WITH FORFEITURE OF FULL PAYMENT FOR USE OF PUBLIC RIGHT OF WAY.

Agreed: _____ Date: _____
Signature of business owner

AGREEMENT - TABLES IN RIGHT- OF- WAY ON SOMERSET PLAZA

The Mayor and City Council of Ocean City do hereby authorize an agreement, made this _____ day of _____, 2025, by and between Muze Café (Katrina Sams) (hereinafter referred to as owner) at 4 Somerset Street, Ocean City, Maryland to place tables and chairs, for use by the general public, within the public right-of-way along Somerset Plaza as designated on the attached site drawing. It is further agreed that the owner shall meet the following conditions:

1. Tables and chairs are to be available for use by the general public at all times;
2. Tables and chairs are to be cleaned and maintained in good repair by the owner;
3. An annual base charge of \$200.00 plus \$25.00 per table to the Mayor and City Council upon execution of this agreement;
4. Failure to correct damaged, unsafe or unsanitary conditions within 48 hours of written notification shall terminate this agreement and tables and chairs will be removed;
5. Approval for placement of the tables shall be granted by the Mayor and City Council.
6. For the protection of the public and the Mayor and City Council, owner must obtain, at the owner's expense, comprehensive general liability insurance coverage, which insurance coverage shall include personal injury and shall be at least in the amount of one million dollars (\$1,000,000) combined single limit. Said insurance coverage shall name the Mayor and City Council as additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the Mayor and City Council by the owner and approved by the Town's Risk Manager.
7. This agreement may be renewed May 1, 2026, at the sole option of the Mayor and City Council for a one year.
8. A drawing to scale shall be attached indicating exact location and placement of tables, umbrellas, and chairs. Such tables, chairs, and umbrella cannot block the sidewalk.
9. The style of table and chair, one free standing sign in the leased space, as well as any umbrella(s), shall be approved by City's Planning & Community Director and OCDC Executive Director prior to installation.
10. All tables, umbrellas, and chairs must be removed from right of way before 10:00 pm each day and stored on private property. Umbrellas cannot be set up prior to 9:00 am each day.
11. The use of these tables, umbrellas, and chairs in the public right of way shall be superseded by special events approved by the Mayor and City Council.

Witness

Owner

Witness

Terrance J. McGean, P.E., City Manager

1-Bicycle and Mobility Scooter Staging Area
2-Table and Chairs Area

PRELIMINARY
PROGRESS REPORT
ON



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item #	<u>5.C</u>
Council Meeting	<u>May 13, 2025</u>

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Tom Perlozzo, Tourism and Business Development Director
RE: BVK Advertising Agency Contract
DATE: May 8, 2025

ISSUE(S): The Town's current advertising agency contract with BVK expires on December 31, 2025.

SUMMARY: In 2022, the Town of Ocean City entered into a three-year agreement with BVK to serve as our Agency of Record. Throughout this partnership, BVK and the Tourism Department have worked together to lead the development of a destination perception study, introduced a refreshed brand identity, and launched three integrated marketing campaigns. These efforts have helped reposition Ocean City in a highly competitive tourism market, with measurable growth in brand awareness and visitor engagement.

As a marketing team, we believe that we have only just begun to tap into the full potential of this partnership. Renewing BVK's contract would allow us to build on our strong foundation, continue the momentum of our brand evolution, and deepen the emotional connection between Ocean City and its target audiences. This continuity is essential to amplifying our brand presence, maximizing media efficiency, and sustaining long-term growth in a crowded tourism landscape.

FISCAL IMPACT: There is no increase in cost associated with this contract renewal. Agency fees and paid media expenses remain consistent with previous years and are fully funded in the approved FY26 Tourism budget.

RECOMMENDATION: Staff recommends renewing the contract with BVK for an additional two years. BVK has proven to be a strategic partner in elevating Ocean City's brand and voice in the tourism marketplace. Continuing this relationship will allow the Town to further capitalize on the momentum established through their work, including heightened brand awareness, evolving campaign strategies, and a more cohesive marketing approach that aligns with our long-term tourism goals.



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and City Council

RESPONSIBLE STAFF: Thomas Perlozzo, Tourism & Business Development Director;
 Jessica Waters, Marketing & Communications Director

COORDINATED WITH: BVK Advertising Agency

ATTACHMENT(S): 1. 2022_BVK_Contract.pdf
 2. OCMD_SOW1 BVK _AnnualMarketingPlan.pdf

MASTER SERVICES AGREEMENT BETWEEN
MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND
AND
BIRDSALL, VOSS & ASSOCIATES, INC.

This Master Services Agreement ("Agreement") is entered into this 31st day of January 2022 (the "Effective Date") between Mayor and City Council of Ocean City, Maryland ("Client"), and Birdsall, Voss & Associates, Inc. ("Company").

WHEREAS, the **Client** desires to hire **Company** to provide marketing and advertising services herein stated; and

WHEREAS, **Company** desires and agrees to perform provide marketing and advertising services under the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, **Company** and **Client** agree as follows.

1. WORKING RELATIONSHIP OF PARTIES:

All projects or services which **Client** may contract **Company** to produce or provide for **Client** will be subject to the provisions spelled out in this Agreement. It will not be necessary, therefore, for any other further agreement or agreements to be entered into between the parties with regard to the terms set forth herein except for the **Client** to sign a Statement of Work ("SOW"). Notwithstanding the foregoing, all work to be performed by the **Company** for **Client** pursuant to this Agreement shall be defined in a SOW and shall set for to the price and time frames for completion of any particular project. Nothing in this Agreement guarantees that **Client** will accept a SOW proposal from the **Company** for any project or guarantee to **Company** payment of any sum of money. If any SOW proposal is accepted, the SOW will be subject to the terms set forth herein, and this Agreement will be followed in the event of any contradicting provisions between any SOW and this Agreement.

2. RESPONSIBILITIES OF PARTIES:

- a. **Client** agrees to communicate to **Company** complete factual information with respect to its objectives, problems and opportunities to the full degree needed.
- b. **Company** agrees to perform services on behalf of the **Client** to assist it in reaching **Client's** objectives, subject to the **Client** accepting a specific SOW for a project.
- c. **Client** reserves the right in its own interest to modify, reject, defer or cancel any and all SOW's (projects, plans and schedules or work in process). However, in so doing, **Client** assumes responsibility for non-cancellable or non-refundable commitments

made by **Company** for any costs, expenses and service charges incurred by **Company** provided said costs, expenses and services charges were previously approved by the **Client**.

- d. Certain portions of any work product may contain photographs, art illustrations or other work product owned or licensed by others. **Company** shall not and cannot assign any ownership or copyrights held by others in such materials. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- e. **Company** will not initiate a registration of a copyright, trademark, or trade name. **Client** will be responsible for the registration of a copyright, trademark, or trade name registration.
- f. **Company** subscribes to the American Association of Advertising Agencies position of "Sequential Liability." Pursuant to this position, **Company** is solely liable for payment to the suppliers to the extent that proceeds have cleared from **Client** to **Company**. However, **Client** is held solely liable on payment to the suppliers on sums owing, but not cleared to **Company**, provided use of said suppliers was previously approved by **Client**.
- g. **Company** reserves the right to refuse to be a party to any project which, in **Company's** judgment, would be illegal, fraudulent, or in some other way harmful to the best interest of its firm.
- h. If any error in publication or failure to publish any item, or any error in production of project shall occur, the liability of **Company** shall in no event exceed the amount which actually has been paid by the **Client** for the project or publication in which said error or omission occurs.

3. TERM OF AGREEMENT:

- a. This Agreement shall commence on the Effective Date and shall continue until December 31, 2025, with the right to renew up to two additional years per written agreement by both parties.
- b. Either party may terminate this Agreement and any then operable SOW by providing not less than ninety (90) days prior written notice to the other party.
- c. Termination of this Agreement shall not affect any rights of the parties which may have accrued on or prior to the date of such termination or expiration. Sections 4, 6, 7 and 10 and any other provision of this Agreement which by its essential nature are reasonably meant to survive termination shall survive such termination. Without limiting the foregoing, payment shall be made by the **Client** to **Company** in accordance herewith, with respect to any **Company** services which the **Client** has requested and **Company** has provided prior to the date of termination of this Agreement.

4. TERMINATION PROCEDURE:

Upon termination, the following procedure shall apply:

- a. **Company** will cease all work for **Client** unless the parties agree otherwise and except as stated herein. All non-cancelable contracts or commitments made on **Client's** behalf by **Company** and with **Client's** prior approval, existing at the date of termination will be carried to completion by **Company** and paid for by **Client**, unless an alternative agreement is reached.
- b. Any materials or services, which **Company** has committed itself to purchase on **Client's** account, with **Client's** approval, and which are not cancellable, or any incomplete work previously approved by **Client** specifically or as a part of a plan, shall be paid for by **Client** through the date of termination.
- c. **Company** will transfer, assign, or deliver to **Client** or its designated representative: (1) all property and materials prepared or purchased for or on behalf of **Client**; (2) all information, documents, studies, and records regarding its advertising; and (3) **Client's** creative materials (original artwork, films, etc.); however, under the condition that **Client** has made payment of any outstanding undisputed invoices to **Company**. **Client** agrees to assume any and all contractual obligations, such as talent residuals under the American Federation of Television and Radio Artists and Screen Actors Guild contracts, which **Company** negotiated on behalf of **Client** in preparation of such materials. Upon termination, **Company** will provide any and all contracts negotiated on behalf of **Client**.
- d. All unused or unpublished advertising plans and ideas prepared by **Company** and not invoiced to **Client** or paid for by **Client** shall remain **Company's** property, regardless of whether or not the physical embodiment of the creative work is in **Client's** possession in any form whatsoever.

5. PAYMENT TERMS:

a. Services

Company will bill **Client** based on the fee approved for each SOW. **Company's** cost to perform such services are based on the **Company** standard rate card, a copy of which is attached hereto as Exhibit A.

Client shall pay **Company** the invoice total within thirty (30) days of the invoice date.

b. Media

Company may place media on behalf of **Client**. Upon **Client's** authorization of the media placement, **Company** will invoice **Client**. **Client** shall pay **Company** invoice within thirty (30) days of the invoice date. All media placements will be invoiced at vendor cost.

Company will not pay media vendors until payment from **Client** has been received. Prior to **Client's** payment to **Company**, **Client** shall be solely liable for payment of all media invoices. **Company** shall be solely liable for payment of all media invoices after payment by **Client** has been made to **Company**. Upon final media invoice, the invoiced amount will adjust for any difference between projected vendor cost and actual vendor cost. The **Company** shall indemnify and hold the **Client** harmless for any unauthorized use of a media vendor and/or for the **Company's** failure to timely and fully remit payment to the media vendor if the **Client** had timely paid the **Company** for said services of the media vendor. **Company** will provide any and all contracts negotiated on behalf of **Client** with media vendors upon execution of the same.

c. Outside Vendors

Company may utilize outside vendors with **Client's** authorization prior to the use of an outside vendor. Upon **Client's** authorization, **Company** will invoice **Client** for use of the outside vendor. **Client** shall pay **Company** fifty percent (50%) of the total **Client** authorization upon receipt of the invoice and the **Company** shall make timely and complete payment to the outside vendor. The balance of the outside vendor cost will be invoiced upon completion of their services or delivery of their product. **Client** shall pay the remaining balance within thirty (30) days of the invoice date. The **Company** shall indemnify and hold the **Client** harmless for any unauthorized use of an outside vendor and/or for the **Company's** failure to timely and fully remit payment to the outside vendor if the **Client** had timely paid the **Company** for said services of the outside vendor. **Company** will provide any and all contracts negotiated on behalf of **Client** with outside vendors upon execution of the same.

d. Company Employee Expenses

Company employees may incur expenses in completion of **Company** services. These expenses shall be governed by any applicable SOW (and as of the time of the execution of this Agreement, SOW #1) and may include but is not limited to travel, lodging, transportation, parking and meals. Any expenses to be incurred by **Company** employees in furtherance of **Client** objectives outside the scope of any SOW will be communicated to and approved by **Client** prior to incurring the cost. After **Client** approval, those expenses will be invoiced to the **Client** monthly and subject to the **Client's** policy on travel. **Client** shall pay **Company** invoice within thirty (30) days of the invoice date. No unapproved costs or expenses shall be paid by the **Client**.

6. CONFIDENTIALITY:

Company and **Client** hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereinafter defined), including any and all proprietary business information of such party of which the receiving party

becomes aware as a result of its access to and presence at the other party's facilities. The term "Trade Secret" has that meaning set forth under applicable law and may include, but is not limited to, technical and non-technical data related to designs, programs, inventions, finances, actual or potential customers and suppliers, research, development, marketing, existing and future products and employees of the disclosing party and its affiliates. "Company Information" of a party means, collectively, such party's Confidential Information and Trade Secrets. Company Information also includes information which has been disclosed to a party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto. During the term of this Agreement, neither party will directly or indirectly use or disclose any Company Information of the other party without advance approval of the President of Company and Client, except that Company may use or disclose Company Information of Client to the extent necessary to perform its obligations hereunder. Following the end of this Agreement, neither party will directly or indirectly use or disclose any Trade Secret of the other party. For a period of twenty-four (24) months following the termination of this Agreement, neither party will directly or indirectly use or disclose any Confidential Information of the other party. Notwithstanding the above, the parties acknowledge that the Client is subject to the Maryland Public Information Act and certain information may be required to be disclosed by the Client if lawfully requested, including but not limited to this Agreement and any/all SOWs.

7. COMPLIANCE WITH LAWS:

Client shall, at its own expense, obtain and maintain all governmental authorizations, registrations and filings that may be required under applicable laws to execute or perform its obligations under this Agreement. Client shall in the performance of this Agreement comply with (i) all applicable laws, regulations, and ordinances; (ii) all other federal, state and local laws; and (iii) all regulations and orders issued under any applicable law.

8. INDEPENDENT CONTRACTOR:

Company's relationship with the Client will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship between Company and the Client. Company shall be free at all times to arrange, and shall have sole control and direction over, the time, mode, manner, method and means used by Company in the performance of this Agreement and/or any SOW. Company shall freely determine the time, place, and manner of the performance of its obligations pursuant to this Agreement, but these provisions shall not override any agreement as to deadlines set forth by any SOW.

9. INSURANCE:

Company shall maintain, and furnish to Client, certificates attesting to the existence of the following policies of insurance with companies reasonably satisfactory to the Client:

- i. Workers' Compensation coverage as required by law;
- ii. Commercial General Liability insurance with a bodily injury, death, and property damage limit of not less than \$1,000,000 per occurrence, and containing coverage for contractual liability, tortious liability, product liability, completed operations liability, and not less than \$5,000,000 general aggregate.
- iii. Commercial Automobile Liability insurance covering bodily injury (and passenger hazard), property damage and environmental damage arising from the operation of owned, leased or rented vehicles used in the performance of Services, with limits of liability of not less than \$1,000,000 per occurrence; and
- iv. Any other insurance which **Company** is required by law to provide.

Company shall further maintain no less than its existing Cyber Insurance Coverage.

Company shall provide the **Client** with a Certificate of Insurance stating the coverage. **Company** shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. **Company** shall add the **Client** and its officials, agents, officers, representatives, and employees as additional insureds (primary, con-contributory, and without regard to the named insured's fault, or lack thereof) under all insurance policies.

10. INDEMNIFICATION:

Client agrees to indemnify, defend and hold **Company** harmless (subject to its immunities) against any loss or expense, including reasonable attorneys' fees and other costs, that **Company** may sustain or incur as a result of any claim, suit or proceeding made, brought or threatened against **Company** arising out of assertions made on behalf of the **Client** by the **Company**, if the assertions are based on information or data supplied to the **Company**, by or through the **Client**.

Company shall indemnify, defend and hold harmless **Client**, its officers, officials, employees, agents and representatives, from and against any and all claims, liabilities, demands, actions, suits, damages, losses, judgments or expenses, including but not limited to attorneys' fees, and costs arising out of or resulting from **Company's** gross negligence, including but not limited to claims of breach of contract, discrimination, harassment, and retaliation, of employees in connection with performance of the work described in this Agreement.

11. NO WARRANTIES OR GUARANTEES:

Company makes no guarantees nor warranties of any kind, expressed or implied. Company specifically disclaims all implied warranties of any kind or nature, including any implied warranty of merchantability and/or any implied warranty of fitness for a particular purpose.

12. GOVERNING LAW:

The laws of the State of Maryland shall govern this Agreement without regard to its conflicts of law principles. The parties agree that the exclusive jurisdiction and venue of any action with respect to this Agreement shall be in the State of Maryland, and each party hereby submits itself to the personal jurisdiction and venue of such courts for purposes of such action.

13. FORCE MAJEURE:

Neither party will be liable for any loss or delay in performing its obligations hereunder (except the obligation to make payment) resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, and the parties agree to extend any delivery date to the extent of any delay resulting from any such force majeure event.

14. NO WAIVER:

No expressed or implied waiver by any party of any provision of this Agreement or of any breach or default of the other party shall constitute a continuing waiver, and no waiver by any party shall prevent such party from enforcing any and all other provisions of this Agreement or from acting upon such other provisions or upon any other or subsequent breach or default by the other party.

15. NOTICES:

All notices, demands and communications provided for in this Agreement shall be in writing and shall be deemed given and received in all respects when delivered via overnight courier service (such as FedEx), addressed to a party at its address listed on the signature page hereto, unless and until such address is changed by giving written notice thereof in a like manner.

16. ENTIRE AGREEMENT:

This Agreement including attachments constitutes the entire agreement of the parties as to the subject matter of this Agreement and supersedes provisions in all prior oral or written agreement or agreements, if any, between the parties regarding the subject matter hereof. This Agreement may not be amended, modified, or waived except in writing, signed by both **Company** and the **Client**.

17. SEVERABILITY:

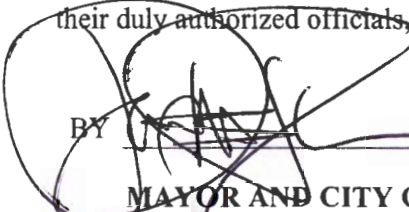
If for any reason one or more of the provisions of this Agreement are deemed by court of competent jurisdiction to be unenforceable or otherwise void by operation of law, the

remainder of this Agreement will be deemed to valid and enforceable and shall be construed as if such invalid and unenforceable provision were omitted.

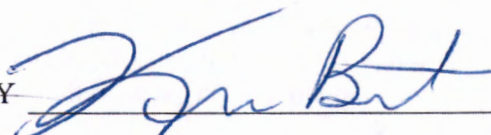
18. ASSIGNMENT:

This Agreement shall not be assigned by **Company** without the written consent of **Client**. Written consent by **Client** shall only be granted if **Client** is satisfied, in its sole discretion, that the proposed assignee is financially and otherwise able to fulfill the terms of this Agreement and maintain all terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, on the date first above written:

BY 
**MAYOR AND CITY COUNCIL
OF OCEAN CITY, MARYLAND**
301 N. Baltimore Avenue, Ocean
City, Maryland 21842

(Client)

BY 
**BIRDSALL, VOSS & ASSOCIATES,
INC.**
250 W Coventry Court, Suite 300
Milwaukee, WI 53210

(Company)

TITLE CITY MANAGER

DATE 1/28/22

TITLE CFO

DATE 1/28/2022

Exhibit A

**Birdsall, Voss & Associates, Inc. Standard Rate Card
as of January 1, 2022**

	<u>Standard Bill Rate</u>		<u>Standard Bill Rate</u>
<u>Strategy & Research</u>		<u>Earned Media</u>	
Senior Vice President	\$350.00	Earned Media Director	\$250.00
Vice President	\$300.00	Account Director	\$200.00
Account Director	\$225.00	Account Supervisor	\$175.00
Senior Advisor	\$225.00	Senior Account Executive	\$150.00
Advisor	\$200.00	Account Executive	\$125.00
Senior Analyst	\$175.00	Assistant Account Executive	\$100.00
Insight Analyst	\$150.00		
<u>Account Services</u>		<u>Paid Media</u>	
Senior Vice President	\$350.00	Media Director	\$250.00
Vice President	\$300.00	Associate Media Director	\$200.00
Account Director	\$225.00	Sr. Media Strategist	\$175.00
Account Supervisor	\$175.00	Sr. Media Specialist	\$150.00
Senior Account Executive	\$150.00	Media Specialist	\$125.00
Account Executive	\$125.00	Traffic Manager	\$110.00
Assistant Account Executive	\$100.00	Asst. Media Specialist	\$100.00
<u>Creative</u>		<u>Marketing Performance Reporting & Analytics</u>	
Executive Creative Director	\$300.00	Data Science Director	\$250.00
Group Creative Director	\$275.00	Senior Data Scientist	\$225.00
Creative Director	\$250.00	Senior Digital Analyst	\$200.00
Associate Creative Director	\$225.00	Data Scientist	\$150.00
Senior Copywriter	\$175.00	Data Analyst	\$150.00
Senior Art Director	\$175.00		
Copywriter	\$150.00	<u>Content Studio</u>	
Art Director	\$150.00	Content Studio Director	\$ 250.00
		Senior Designer	\$ 175.00
<u>Production</u>		Senior Content Creator	\$ 175.00
Executive Producer	\$ 250.00	Designer	\$ 150.00
Edit Suite	\$ 250.00	Content Creator	\$ 150.00
Senior Producer	\$ 175.00	Associate Designer	\$ 125.00
Producer	\$ 150.00	Associate Content Creator	\$ 125.00
Associate Producer	\$ 125.00		
		<u>Digital Solutions</u>	
		Digital Studio Director	\$ 275.00
		Senior Developer	\$ 225.00
		Developer	\$ 200.00
		Associate Developer	\$ 175.00

**STATEMENT OF WORK #1
ANNUAL MARKETING PLAN
EFFECTIVE JANUARY 31, 2022, TO DECEMBER 31, 2025**

This Statement of Work ("SOW") is issued in accordance with the Master Services Agreement ("MSA") entered into this 31st day of January 2022 (the "Effective Date") between Mayor and City Council of Ocean City, Maryland ("**Client**"), and Birdsall, Voss & Associates, Inc. ("**Company**"). This SOW is issued to set forth specific services and deliverables, as approved by **Client**, to be performed in accordance with the MSA.

OVERVIEW OF SERVICES:

Client hereby authorizes **Company** to perform the following Services associated with the Annual Marketing Plan:

ACCOUNT MANAGEMENT

- Establish a **Client** presence, including providing a minimum of one (1) account management staff member to actively be engaged in **Client** projects and activities immediately upon the execution of this SOW.
- Engage **Company** senior account leadership for participation in monthly **Company** meetings, led by **Client**, to discuss ongoing projects, review performance and propose collaboration opportunities and optimizations.
- Provide account management oversight/supervision and overall project management support.
- Provide financial oversight/administration, including but not limited to preparation of estimates, issuance of invoices, media purchase authorization reconciliations, and mutually agreed upon custom financial reports at the request of the **Client**.
- Conduct weekly meetings with **Client** staff to engage in productive discussions related to ongoing projects, outstanding items, and proactive planning for upcoming seasons and projects.

BRAND STRATEGY & MARKET RESEARCH

- Participate in annual planning and discovery meetings with the tourism and business development team.

CAMPAIGN DEVELOPMENT

- Develop creative for campaigns and paid media buys.
- Develop annual branded creative assets for all brand advertising channels, including but not limited to broadcast, print, out-of-home, digital, paid social media, etc.
- Develop supporting marketing materials that extend the **Client** brand, including but not limited to print collateral, presentations, signage, etc.
- Provide additional creative design and graphic production services, as needed.
- Develop a creative digital, photography and video asset library for each season for use in various content platforms.

MEDIA STRATEGY AND PLANNING

- Develop and provide an annual planning calendar showing all dates critical to the development of campaigns, creative, paid media buys, and earned media activities (working in collaboration with **Client**-assigned PR agency) related to Tourism.
- Work collaboratively with **Client**, as well as other vendors and **Client** partner agencies to ensure brand and annual campaigns are consistent across all platforms and channels, including but not limited to, website, annual travel guide, and other marketing projects.
- Determine appropriate markets for the greatest Return on Investment (“ROI”) on a seasonal basis.
- Identify and evaluate market value and potential opportunities for growth.
- Assist in determining strategies for best practices to assess economic impact and other studies to measure and monitor program effectiveness and accountability.
- **Company** to work with **Client** during seasonal campaign planning for campaign activation/experiential opportunities to optimize paid and earned media (working in collaboration with **Client**-assigned PR agency).
- Develop and provide seasonal planning calendars for events, meetings, conventions, and sports showing all dates critical to the development of campaigns, creative, paid media buys, and earned media activities (working in collaboration with **Client**-assigned PR agency).

PAID MEDIA

- Conduct paid media planning, negotiations and buying for **Client** brand media.
- Provide **Client** with one (1) media liaison to respond to questions and address proposals from media vendors.
- Develop seasonal strategy and paid media buy that supports long-term goals and objectives outlined in **Client**'s strategic plan.

ANALYTICS & OPTIMIZATION

- Provide mid-year touchpoint on results and tracking to make any necessary adjustments.
- Provide post-analysis for all media buys and long-range planning/outlook.
- Provide consultation and direction as needed.
- Determine appropriate means to monitor and optimize campaigns and propose new data insights, research, and software.
- Monitor brand media performance and address any optimizations needed on weekly **Client** status call.

WEBSITE DESIGN, DEVELOPMENT & MANAGEMENT

- Develop email marketing design templates, paid and organic social templates and provide overall website creative direction.

TRAVEL

- **Annual Quarterly Meetings:** **Company** and **Client** to attend no more than four (4) in person planning meetings in ~~either Ocean City Maryland or Milwaukee Wisconsin~~ (no more than eight (8) **Company** team members and four (4) **Client** team members to attend each meeting/year) at **Company's** expense.
- **Year 1 Brand Strategy & Identity Trips:**
 - One (1) **Company** trip to Visit Ocean City, Maryland to learn the background and familiarize with the destination and discussion vision and opportunities (up to 3 **Company** team members to attend) at **Company's** expense.
 - One (1) **Company** trip to Visit Ocean City Maryland to conduct Stakeholder Interviews (up to 3 **Company** team members to attend) at **Company's** expense.
 - One (1) Brand workshop trip where **Company** will facilitate a half-day, in-person workshop with **Client** key stakeholders & Meetings & Conventions Committees (up to 3 **Company** team members to attend) at **Company's** expense.

ANNUAL FEE FOR SERVICES RENDERED, INVOICING AND PAYMENT TERMS:

- **MANAGEMENT FEE:** Except as stated below for Year Number 1, **Company** shall be paid a total of Five Hundred and Forty Thousand Dollars (\$540,000.00) as an Annual Management Fee, in equal monthly installments of Forty Five Thousand Dollars (\$45,000.00) for each year of the term of the MSA for all services identified by this SOW #1. This SOW will take effect January 31st, 2022 and therefore in Year 1 the total Management Fee in 2022 shall be Four Hundred and Ninety-Five Thousand Dollars (\$495,000.00). Invoices will be due Net 30 days from invoice date.
- **PRODUCTION FEE & OOP COSTS:**
 - Once a creative campaign concept is approved by **Client**, **Company** will provide a formal estimate for **Client** approval in advance of project start. Estimates will include **Company** time (using **Company** rate card as outlined in MSA within Exhibit A) and out-of-pocket ("OOP") costs. **Company** time spent to produce creative campaign concepts, are not covered by the Management Fee but will be covered under the production budget.
 - **Company's** productions fees and costs shall not exceed a total of Six Hundred Thousand Dollars (\$600,000), unless otherwise approved by **Client**.
 - **Company** will bill for **Company** time and OOP costs monthly for actuals incurred in prior month for all approved estimates. All outside vendor charges incurred by **Company** to produce materials required by this contract, such as photography, color separations, and film production materials, television and radio production, and printed materials shall be reimbursed to **Company** by the **Client** at cost (which shall not exceed prior approved estimates), upon submission of an invoice with copies of actual bills supporting the invoice charges. Invoices will be due Net 30 days from invoice date. For any large photography/film shoot

Company will pre-bill 50% of approved estimate in advance of project start in order to pay vendor for services required upfront before shoot start.

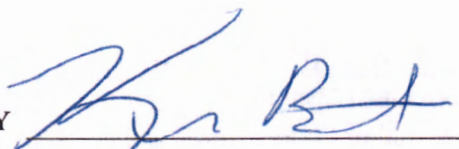
- **PAID MEDIA OOP COST:** The Client has an approximate Five Million Dollar (\$5,000,000.00) paid media budget. Company may place media on behalf of Client. Upon Client's authorization of the media placement, Company will invoice Client. Client shall pay Company invoice within thirty (30) days of the invoice date. All media placements will be invoiced at vendor cost.
- **ADDITIONAL PROJECTS AND SERVICES:** Any additional projects and services that are not outlined in SOW #1 will be separately estimated by Company and approved in advanced by Client in a separate SOW prior to work performed. Estimates will include Company time (using Company rate card as outlined in MSA within Exhibit A) and any applicable out-of-pocket ("OOP") costs.

STATEMENT OF WORK, AS ACCEPTED:

BY _____

**MAYOR AND CITY COUNCIL.
OCEAN CITY, MARYLAND**
301 N. Baltimore Avenue, Ocean City,
Maryland 21842

(Client)

BY  _____

**BIRDSALL, VOSS & ASSOCIATES,
INC.**
250 W Coventry Court, Suite 300
Milwaukee, WI 53210

(Company)

TITLE _____

TITLE CFO _____

DATE _____

DATE  _____

STATEMENT OF WORK #2
2022 BRANDING & IDENTITY SERVICES
EFFECTIVE JANUARY 31, 2022, TO DECEMBER 31, 2022

This Statement of Work (“SOW”) is issued in accordance with the Master Services Agreement (“MSA”) entered into this 31st day of January 2022 (the “Effective Date”) between Mayor and City Council of Ocean City, Maryland (“**Client**”), and Birdsall, Voss & Associates, Inc. (“**Company**”). This SOW is issued to set forth specific services and deliverables, as approved by **Client**, to be performed in accordance with the MSA.

OVERVIEW OF SERVICES:

Client has authorized **Company** to perform the following Services associated with the 2022 Branding & Identity services plan.

PHASE I - DISCOVERY & IMMERSION:

BRAND POSITIONING

- Visit Ocean City, Maryland to learn the background and familiarize with the destination and discussion vision and opportunities.
- **Stakeholder Interviews:** Includes **Company** to create a stakeholder interview guide, conduct interviews/hold conversations with twenty 20 **Client** Maryland stakeholders (as identified by the **Client**) for leisure, meetings, and conventions (M&C) and economic development to gain an understanding of the destination culture, assets, personality, opportunities and challenges.
- Review and audit eight (8) competitors provided/approved by **Client**. Audit will include insights on media spend, advertising creative/messaging and website look/messaging assessment across all Leisure, Meetings & Conventions and Sports Markets.
- Field a primary market research study to gather traveler perceptions study to guide marketing and product development opportunities.
- Create audience personas which will inform creative messaging and connections strategy. Personas will leverage visitor data and **Company**’s audience development tool Helixa/MRI. Visitor segments will be created and agreed upon with **Client** for brand activation.
- **Brand Workshop:** **Company** to develop and facilitate a half-day, in-person brand workshop with **Client** key stakeholders & Meetings & Conventions Committees. Estimate assumes both time and travel hard costs for **Company**. Key stakeholder/attendee list will be developed in partnership with **Client**.
- **Brand Positioning Framework:** Utilizing insights from the brand workshop, personas, category audit and stakeholder interviews, **Company** will create the brand positioning and brand framework and will consider both leisure and Meetings & Conventions. This will be presented via a brand framework comprised of core value, brand positioning, pillars, RTBs, personality for **Client** review/approval.

Ocean City SOW- Marketing & Advertising Services

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- **Company** to develop primary message areas and key messages for **Client** brand development. Messages will align to personas and guide connections planning.
- Develop a PowerPoint deck illustrating the brand position and how it will be activated for presentation to the Mayor and City Council and industry stakeholders.

PHASE II - STRATEGIC FOUNDATION:

BRAND CREATIVE PLATFORM

- Develop a creative brief outlining **Client's** brand platform and position in partnership with the branding team (Director of Tourism & Business Development and Marketing Communications Director).
- Develop three (3) overarching brand creative platform concepts, inclusive of theme, narrative, and manifesto / anthem.

BRAND IDENTITY

- Develop three (3) to five (5) brand identity concepts that communicate via logo, color palette, typography, iconography (if warranted) and tagline (if warranted).
- Refine design concepts based on **Client** team feedback and finalize the selected iteration for approval and adoption.
- Develop representative design executions to help convey identity integration in common applications. This may include iconography, social media avatar, website favicon, business identity package (email signature, business card, letterhead, etc.); apparel; and vehicle wrap to illustrate brand in common applications.
- Produce assorted graphic files for all word and logo mark iterations (jpeg, vector, etc.).

BRAND GUIDELINES

- Create a brand style guide with copy and design showcasing OC's brand platform; distinguishing characteristics; graphic standards; color palette and typography; tone and logo variations. Note that this is separate from Campaign level guidelines.

PHASE III - BRAND PLATFORM & IMPLIMENTATION:

BRAND STRATEGY & MARKET RESEARCH

- In conjunction with seasonal planning, provide **Client** with reports and recaps related to new industry trends / research and how they can best be applied to **Client** marketing, advertising (and public relations strategy, if **Company** is assigned to lead **Client** PR efforts).
- Update, develop and implement brand positioning strategy, including development of partner toolkit, partner education and meetings with industry partners. Brand strategy and partner toolkits are completed once a year. Education and industry meetings will be held twice a year or in accordance with co-op portal openings.

- Review and understand implications of visitor perception research results, third party visitor data, previous branding campaigns and destination brands in **Client's** competitive and comparable sets.
- As needed, fielding of **Client** requested research studies. Outside vendor research will be billed at net cost.

CAMPAIGN DEVELOPMENT & PRODUCTION

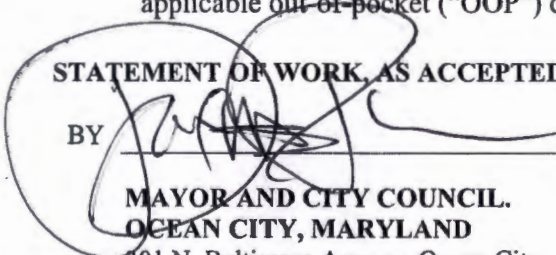
- Develop two (2) to three (3) campaign concepts to be used for leisure audience (and additional audiences, as needed, to include Golf, Sports - General, Meetings/Convention, Fishing, Events etc.).
- Narrow and refine concepts to one (1) based on **Client** feedback for approval, production, and deployment.

FEE FOR BRANDING & IDENTITY SERVICES RENDERED, INVOICING AND PAYMENT TERMS:

- **BRANDING DEVELOPMENT FEE:** The fee for services rendered by this SOW #2 shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) unless approved by **Client**. Upon finalization of branding and identity scope **Company** will provide a formal estimate for **Client** approval in advance of project start. The estimate will include **Company** time (using **Company** rate card as outlined in MSA within Exhibit A) and out-of-pocket ("OOP") costs as applicable. Invoices will be due Net 30 days from invoice date.
- **ADDITIONAL PROJECTS AND SERVICES:** Any additional projects and services that are not outlined in SOW #2 will be separately estimated by **Company** and approved in advanced by **Client** in a separate SOW prior to work performed. Estimates will include **Company** time (using **Company** rate card as outlined in MSA within Exhibit A) and any applicable out-of-pocket ("OOP") costs.

STATEMENT OF WORK, AS ACCEPTED

BY


MAYOR AND CITY COUNCIL.
OCEAN CITY, MARYLAND
301 N. Baltimore Avenue, Ocean City,
Maryland 21842

(Client)

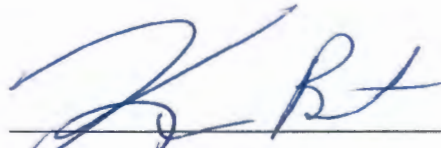
TITLE

City Manager

DATE

1/28/22

BY


BIRDSALL, VOSS & ASSOCIATES,
INC.
250 W Coventry Court, Suite 300
Milwaukee, WI 53210

(Company)

TITLE

CFO

DATE

1/28/2022

Ocean City SOW- Marketing & Advertising Services

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STATEMENT OF WORK #1
ANNUAL MARKETING PLAN - ADDENDUM
EFFECTIVE JULY 15th, 2022, TO JULY 15th, 2023

This is an addendum to the Annual Marketing Plan Statement of Work #1 ("SOW") issued in accordance with the Master Services Agreement("MSA") entered into on January 31, 2022 (the "Effective Date") between Mayor and City Council of Ocean City, Maryland ("Client"), and Birdsall, Voss & Associates, Inc. ("Company").

ADDENDUM TO OVERVIEW OF SERVICES:

Client hereby authorizes Company to perform the following Public Relations Services, in addition to the services associated with the Annual Marketing Plan, Statement of Work #1 agreed to on January 31, 2022:

PUBLIC RELATIONS (July 1st, 2022 – June 30th, 2023)

- **MEDIA CALENDAR:** Company to develop key messaging, proactive opportunity calendar and target media lists.
 - Opportunity calendar (long- and short-lead).
 - Key PR messaging document.
 - Media lists (trade, regional, national).
- **MEDIA RELATIONS:** BVK time is associated with implementation of a 70/30 PR Plan. Including the following:
 - Writing, distribution, and management of up to two (2) press releases and necessary pitch distribution within the annual term.
 - On an on-going basis, proactive and reactive pitching efforts, including editorial calendar & HARO (Help a Reporter Out) opportunities.
 - On an on-going basis, reactive media facilitation, including interview coordination.
 - On-going monitoring and sharing of article placements, culminated into a monthly PR activity report.
 - Craft two to three (2-3) pitches per month that are timely, on trend and align with messaging pillars targeted to drive market editors and publications.
 - In addition to planned story angles, leverage industry relationships and public relations software to monitor for “in the moment” pitch opportunities that leverage current events and the latest trends in travel/media landscape.
 - Create one (1) national pitch angle each month targeted industry media and/or niche writers, e.g. - beer, music, arts, etc.

- Leverage regional pitches for national pitches for national opportunities in every instance possible.
- Prioritize national reactional opportunities.
- **MEDIA MONITORING:** Co-op into BVK's media monitoring and reporting software
 - Short- and long-lead pitches for review
 - Targeted media outreach
 - Monthly Reporting

FEE FOR PUBLIC RELATIONS SERVICES RENDERED, INVOICING AND PAYMENT TERMS:

- **PUBLIC RELATIONS FEE & OOP COSTS:**
 - The fee for services rendered by this SOW shall not exceed Seventy-One Thousand and Four Hundred Dollars (\$71,400) unless approved by Client for the Public Relations Services listed in the Addendum. Company will bill Client Five Thousand Nine Hundred and Fifty Dollars (\$5,950) per month for twelve (12) months = \$71,400.
 - There will be a one-time fee of Two Thousand Eight Hundred Dollars (\$2,800) for the development of the media calendar listed in the SOW.
 - There will be a monthly media monitoring fee of Three Hundred and Fifty Dollars (\$350.00) per month for twelve (12) months = \$4,200
 - Total Breakdown
 - Fee = \$74,200
 - OOP = \$4,200
 - Grand Total = \$78,400
- **ADDITIONAL PROJECTS AND SERVICES:** Any additional projects and services that are not outlined in the Addendum SOW will be separately estimated by Company and approved in advanced by Client in a separate SOW prior to work performed. This includes opportunities for brand ambassadors, press trips, trade shows, seasonal media mailers, and travel awards.

STATEMENT OF WORK, AS ACCEPTED:

BY Jennie J. Knapp for
Service, Mr. Sen

**MAYOR AND CITY COUNCIL.
OCEAN CITY, MARYLAND**

301 N. Baltimore Avenue, Ocean
City, Maryland 21842

(Client)

City Manager

TITLE

DATE 7/18/22

BY Kris Best

**BIRDSALL, VOSS & ASSOCIATES,
INC.**

250 W Coventry Court, Suite 300
Milwaukee, WI 53210

(Company)

TITLE CFO

DATE 7/14/2022



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.D

Council Meeting May 13, 2025

TO: The Honorable Mayor, Council President and Members of Council
FROM: Terence J. McGean, PE, City Manager
RE: Tents on the Beach
DATE: May 8, 2025

ISSUE(S): Increased number of tents on the beach

SUMMARY: The Mayor and Council expressed interest about the increased number of tents on the beach during peak times. The number of beachgoer complaints has increased as well. The attached memorandum details research on this issue. Also attached is a compilation of public comments received by the Mayor and Council in 2023 when the topic was raised.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Consider all options and determine best course of action.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: City Manager Terry McGean

COORDINATED WITH: City Clerk Diana Chavis

ATTACHMENT(S):

1. 2025 MEMO2 - Beach Tents.doc
2. 848-2024 Dewey Beach, Canopies and Baby Tents on the Beach.pdf
3. 0 Tents, Canopies on the Beach, Public Comments Compiled.pdf
4. 2023 20230802_093736.jpg
5. 2024 1_IMG_1017.jpeg
6. Tent on beach 2025.jpg
7. Tent on Beach 2.jpg



TOWN OF OCEAN CITY

The White Marlin Capital of the World

TO: Mayor and City Council;
THRU: City Manager Terry McGean; Deputy City Manager Elton Harmon
CC: City Attorney Heather Stansbury
FROM: City Clerk Diana Chavis
RE: Increased number of tents on the beach
DATE: May 8, 2025

The number of tents on the beach during peak times has substantially increased over the past few years, and the number of beachgoer complaints has increased as well. The Mayor and Council expressed interest in this matter. This memorandum serves to summarize findings.

Complaints received and public comments via email:

- An increased number of large tents (10x10 /20x20) occupying several square feet of beach space;
- Tents with anchoring sand bags that extend 6' or more;
- People assembling multiple tents and utilizing that space along with an equal amount of space around the tent;
- People setting up large 'front row' areas early morning and leaving tents unattended for hours;
- Difficulty navigating around numerous tents and assembly parts to reach the water's edge, especially for children;
- Placement of tents that create visual barriers of ocean views;
- Numerous tents in one area creating a 'campground' or 'tent compound'.

While visual barriers and beach space impacts are a concern, beach maintenance operations and public safety capabilities need consideration.

Tents:

- occasionally, do not obscure lifeguard views east of the stands and inhibit assessing activities within the tent area at times;
- impede navigation for emergency service efforts. The maze of tents and canopies comes with an increase in anchoring lines, tethers, stakes and pegs that can interfere with the ability of ATVs and emergency vehicles to respond in the most-timely manner;
- create further safety hazards if tent spikes and other metal assembly parts are left behind.
- increase beach debris as approximately 750 tent frames are collected by PW Maintenance May through September.

Town Code does not address tents on the beach. Beach equipment franchisees are permitted to rent chairs, umbrellas, and cabanas as defined in Sec. 39-25, Operation of stands generally; duties of operators:

"Operators are allowed to rent up to five cabanas per block. As used herein cabana means a tent like nonpermanent structure which has at least one side open when placed in the sand. All cabanas must be placed behind the west edge of the lifeguard stand; and any cabana of a size in excess of 59 inches in width, 44 inches in height and 48 inches in depth must be placed at least 50 feet west of the west edge of the lifeguard stand. No cabana can be rented that exceeds 87 inches in width, 58 inches in height and 68 inches in depth."

Regulations of other beach locations:

Location	Code
Long Beach, NJ	<p>Prohibited: "The erection of any tent, beach umbrella, sunshade or any other device of any sort, kind or description intended to shade people beneath it from the direct rays of the sun with the exception of collapsible monopole beach umbrellas which have a maximum diameter of the umbrella not exceeding eight feet and tents and other devices approved by the Long Beach Township Police Department for use by the holders of any permit issued pursuant to Chapter 131 of the Code of Long Beach Township."</p> <p>"The erection of any beach umbrella between the hours of 7:00 p.m. and 9:00 a.m. local time prevailing."</p>
Ocean City, NJ	<p>Code does not address tents on its paid beaches. Website notes:</p> <p>"Tents and canopies will be limited in size to 10 feet by 10 feet and cannot block public or emergency vehicles access. As a matter of courtesy on crowded beaches, please set up on the soft sand closer to the dunes."</p>
Bethany Beach, DE	<p>"With the exception of umbrellas and baby tents as defined in § 223-20 all other shading devices are prohibited on the beach at all times."</p> <p>Other shading devices as defined: Include, but are not limited to cabanas, canopies, pavilions, sport-brellas, tarps, tents or similar devices or any materials mounted on supports.</p>
Dewey Beach, DE Adopted 12/2024	<p>Definitions: Canopy - "A portable or detachable, roof-like cover supported from the ground, deck or floor or walls of a building for protection from sun or weather; Tent, Baby - "A portable shelter measuring no larger than 36" x 36" x 36", which is enclosed and designed to provide a safe and comfortable outdoor space for babies and young children.</p> <p>§ 65-5(B), Tents, other than baby tents, are prohibited on the beach. § 65-9(H), Use of canopies on the beach is permitted, provided no canopy is placed unattended on the beach prior to 9:00 a.m.</p>
Rehoboth Beach, DE	<p>Umbrellas with a collapsible circular shade no greater than eight feet in diameter stretched over hinged ribs radiating from a central pole no greater than seven feet six inches in height, and without grounding lines, ropes, or sides, are permitted on the beach. Devices designed or used to shade infants and small children, also known as "baby tents," no larger than 36 inches high by 36 inches wide by 36 inches deep, are permitted on the beach. Excluding umbrellas and baby tents, as described in this section, unless used in conjunction with an event or ceremony where the use has been specifically included in an event permit issued by the City Manager at least 15 days in advance of the intended use, other shading devices, including tents, tarps, cabanas, pavilions, canopies, sport-brellas, temporary bathroom facilities, or similar devices, or any materials mounted on supports, are prohibited. Umbrellas and baby tents shall be secured</p>

	such that uncontrolled movement of the device is restricted. Baby tents, when secured with fasteners, stakes, weights or the like, shall not endanger beach patrons. Anchoring lines, tethers, or the like shall not extend beyond the perimeter of the baby tent.
Nags Head, NC	Beach tents, canopies and awnings shall not be greater than 12 feet by 12 feet in area or higher than nine feet above the surface of the ocean beach when erected. Beach tents, canopies and awnings shall not be tied together and shall be placed no closer than ten feet apart.
Ocean Isle Beach, NC	So as not to impede or retard the free and unconstrained use and occupancy of the public beach by the public and in order to assist police and fire personnel in responding to emergency calls, absolutely no cabanas, canopies, tents or awnings are allowed on the beach at any time. Umbrellas, wind powered sun-shades and baby pop-up tents are permissible. Wind powered sun-shades must be placed within 25 feet from the base of the dune line and are not allowed in any area seaward of this point.
Hilton Head Island, SC	Code provides no restriction of tent use.
Myrtle Beach, SC	Umbrellas and shading devices must be placed above the high-tide line. Any shading devices shall not exceed the maximum size of 12 feet by 12 feet or 144 square feet and the maximum height of any shading device shall not exceed nine feet installed. Shading devices, other than circular umbrellas with a diameter of seven and on-half feet or less, shall not be placed within ten feet of any other shading device. All shading devices are prohibited from being tied, bound, joined or connected in any manner. Excluding umbrellas, all shading devices shall be secured in such a fashion to restrict uncontrolled movement of the device and secured with fasteners, stakes, weights or the like that will not endanger beach patrons. Anchoring lines, tethers or the like shall not exceed beyond the perimeter of the shading device. Shading devices, other than circular umbrellas with a diameter of seven and one-half feet or less and "children's tents" with maximum dimensions of four feet wide, three feet deep, and three feet high shall not be allowed on the beach between Memorial Day through Labor Day. The "children's tents" may be small pop-up or blow up cabanas and may be used only to protect infants and small children from the sun.
Surfside Beach, SC	All tents, canopies, cabanas or other shading devices, (hereinafter all referred to as 'tents') other than an umbrella or baby tent as defined...shall be no larger than ten (10) feet by ten (10) feet and shall only be allowed when placed contiguous to the town's beach emergency lane, so long as there is at least ten (10) feet between each tent, and tents shall have straight tie-downs, and there shall be no obstructions, including beach paraphernalia, between the tents. A single row of tents from Melody Lane to 17 th Avenue North shall be allowed, except within three hundred (300) feet either side of the fishing pier. Emergency access locations require additional clearance guidelines as follows to accommodate emergency apparatus...

OPTIONS:

- 1) Ban entirely.
- 2) Ban from Memorial Day to Labor Day.
- 3) Restrict size or type: Define size and type.
 - Restrict structures with extended tethers for anchoring.
 - Establish a maximum tent size. A permit is required from the Fire Marshal's office for all tents exceeding 200 square feet (which is 14' x 14') per NFPA 1 Fire Code. Nothing specific in our local code, because we follow NFPA standards and codes.
 - All tent side panels must remain open.
- 4) Restrict placement: Define placement.
 - Allow tents 15 feet behind the lifeguard stand after stands are put in position each day.
 - Require 10 feet between each tent or canopy structure
- 5) Other as directed by the Mayor and City Council.

Enforcement/Civil citation:

Ocean City Police Department, Ocean City Beach Patrol or both



ORDINANCE NO. 848-2024

AN ORDINANCE TO AMEND CHAPTER 1-16, DEFINITIONS, AND CHAPTER 65, BEACHES, OF THE MUNICIPAL CODE OF THE TOWN OF DEWEY BEACH, DELAWARE TO DEFINE AND ESTABLISH GUIDELINES FOR THE USE OF CANOPIES AND BABY TENTS ON THE BEACH

WHEREAS, the use of closed-sided tents on the beach poses a safety hazard to the public due to both wind conditions, and an increased risk of illegal activity that may be carried out hidden from the view of Town officials; and

WHEREAS, the number of patrons placing canopies unattended on the beach prior to guarded hours has become excessive, and poses potential safety issues and an inconvenience to other beachgoers; and

WHEREAS, the Town of Dewey Beach recognizes the importance of permitting the use of both canopies and baby tents to provide sun and heat protection for beachgoers.

NOW THEREFORE, BE IT ENACTED AND ORDAINED, by the Commissioners of the Town of Dewey Beach, Sussex County, Delaware, in session met, as follows:

Section 1. Amend Chapter 1-16 of the Municipal Code of Dewey Beach, Delaware as depicted by highlighted insertions, strikeouts, and substitutions depicted below:

CANOPY

A portable or detachable, roof-like cover supported from the ground, deck, or floor or walls of a building for protection from sun or weather.

TENT, BABY

A portable, pop-up shelter measuring no larger than 36" x 36" x 36", which is enclosed and designed to provide a safe and comfortable outdoor space for babies and young children.

Section 2. Amend Chapter 65 of the Municipal Code of Dewey Beach, Delaware as depicted by highlighted insertions, strikeouts, and substitutions depicted below:

§ 65-5 Items prohibited on beach.

A. Glass containers are prohibited on the beach.

B. Tents, other than baby tents, are prohibited on the beach.

§ 65-9 Regulation of ocean beach activities and equipment.

H. Use of canopies on the beach is permitted, provided no canopy is placed unattended on the beach prior to 9:00am.

§ 65-31 Van Dyke Avenue bayside public beach and gazebo.

U. Tents, other than baby tents, are prohibited on the beach. Use of canopies on the beach is permitted, provided no canopy is placed unattended on the beach prior to 9:00am.

Section 3. Severability. If any provision of this Ordinance shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this Ordinance which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 4. This Ordinance shall take effect immediately upon its approval by the Town Council. Adopted by at least a majority vote of all Commissioners of the Town of Dewey Beach on December 20, 2024.

SYNOPSIS

This Act prohibits the use of tents, as defined in Chapter 1-16, on the ocean and bay beaches, defines "baby tent," and provides further clarification on "canopies," permitting the use of both of these items on the Town's beaches. This Act also prohibits the unattended placement of a canopy prior to Beach Patrol hours beginning at 9:00am.



William Stevens, Mayor



Bill Zolper, Town Manager

Tents and Canopies on the Beach			
Public Comments via email to the Mayor and City Council			
Against Regulation	For Regulation	Suggestions	Date
1		Allow tents and canopies	7.11.23
	1	Allow within 15 feet of dune fence	7.11.23
	1	Rule where there is 6 feet between tents; not put together (tent cities)	7.11.23
	1	No specific suggestion; in favor of regulating due to safety hazards	7.13.23
	1	Ban tents and canopies like many other local beaches	7.13.23
	1	Follow other cities like Myrtle Beach to ban tents and canopies from the beach	7.15.23
	1	Ban tents and canopies	7.27.23
	1	Giant tent structures are an issue; tents with sand bags extended 6 more feet	7.28.23
	1	Limit the tent sizes similar to Bethany Beach, DE	7.27.23
	1	Ban large tents and canopies; safety patrol officers should regulate them not lifeguards	7.28.23
1		Allow tents and canopies	7.28.23
	1	Strongly urge you to prohibit canopies	7.28.23
	1	Consider regulations; maybe setup 100 yards back	7.28.23
	1	Something needs to be done with tents and canopies	7.28.23
	1	Umbrellas only or size restrictions; no Ninja tents	7.28.23
	1	Restrict locations for tents or umbrellas only	7.28.23
	1	Restrict 4 post tents; only allow Cool Cabana tents which are lower to ground	7.28.23
	1	Restrict tents and only use traditional umbrellas	7.28.23
	1	Ban all tents	7.28.23
	1	Limit locations and times when tents can be used but not to ban	7.28.23
	1	Regulate tent size or only allow chairs and umbrellas	7.28.23
	1	Ban or take measures like Myrtle Beach	7.28.23
	1	Ban tents they are hazardous and a safety issue with the built in sand bags and extended ropes	7.28.23
	1	Ban tents; umbrellas are all that is needed	7.29.23
1		Cabanas are more stable than umbrellas	7.29.23
	1	Regulate size of the tents and canopies	7.29.23
	1	Keep tents but regulate where they can be placed on the beach	7.29.23
	1	Ban tents and canopies; that would help beach stand renters	7.29.23
	1	People are setting up large tents early and do not come for hours; they take up too much room	7.29.23
1		Allow tents and canopies	7.29.23
1		Allow tents and canopies; canopies are safer than umbrellas	7.29.23
	1	Allow canopies with size restriction	7.29.23
1		Allow tents for families	7.29.23
1		Allow tents and canopies; provide more shade and are safer than umbrellas	7.29.23
1		Allow tents and canopies; better coverage than umbrellas	7.29.23
1		Allow tents and canopies; more secure than umbrellas	7.29.23
	1	Require to set up at back of beach	7.29.23
1		Allow tents and canopies; helps with sun exposure for children	7.29.23
1		Allow tents and canopies; safer than umbrellas	7.29.23
1		Allow tents and canopies; provides protection for larger families	7.29.23
1		Allow tents and canopies; much safer than umbrellas	7.29.23
1		Allow tents and canopies; provides large areas of shade	7.29.23

Tents and Canopies on the Beach			
Public Comments via email to the Mayor and City Council			
Against Regulation	For Regulation	Suggestions	Date
1		Allow tents and canopies; more protection than umbrellas	7.29.23
1		Allow tents and canopies	7.30.23
1		Allow tents and canopies; safer than umbrellas	7.30.23
	1	Out of hand; needs regulations	7.30.23
1		Allow tents and canopies; safer than umbrellas	7.30.23
1		Allow tents and canopies; provides more sun protection & safer than umbrellas	7.30.23
	1	Allow tents and canopies but they cannot be setup early and left unattended; do not allow setup close to surf	7.30.23
1		Allow tents and canopies; use umbrellas if you want to be closer to the water	7.30.23
1		Allow tents and canopies; safer than umbrellas that do not provide as much protection	7.30.23
	1	Support banning and restrictions of tents and canopies on beach	7.28.23
	1	Compromise with regulations to have tents and canopies no closer than 20-25 yards from high tide	7.29.23
	1	All side panels should be open; tents with side panels block ocean views	7.29.23
	1	Regulate that they must be occupied; too many setup and then left empty for hours	7.30.23
	1	Only umbrellas should be allowed	7.30.23
	1	Supports a ban of large tents	7.30.23
	1	Establish rules regarding large tents on the beach	7.31.23
	1	Please do something about the tents	7.31.23
	1	Possible size regulation	7.31.23
	1	Sizes of the tents have gotten out of hand	7.31.23
1		Allow tents and canopies; Cool Cabana is used similar to umbrella but more secure	7.31.23
	1	Complained about tents and broken metal on the beach	7.31.23
	1	Looks like tent city on the beach	7.31.23
1		Allow tents and canopies; they are lighter and easier to set up and are more secure from the wind	7.31.23
1		Allow tents and canopies; they take up less room than multiple umbrellas	7.31.23
	1	Ban tents and canopies except smaller canopies and baby canopies	7.31.23
	1	Regulate not ban; limit size and clusters	7.31.23
1		Allow tents and canopies; they are safer than umbrellas	7.31.23
	1	Tents are out of control	8.01.23
1		Allow tents and canopies; much safer than umbrellas	8.01.23
	1	Council needs to be proactive in a decision-making; ban oversized tents like Bethany Beach	7.29.23
	1	Allow tents and canopies but possibly regulate size	8.01.23
	1	Tents have become ridiculous it should be umbrellas only in stead of massive tents and tent cities	8.01.23
1		Cabanas are more stable than umbrellas	8.01.23
	1	Allow tents and canopies but possibly regulate the size	8.01.23
	1	Take up too much space; you can't watch your children at water; common sense restrictions	8.01.23
1		Allow tents and canopies, including Ninja tents; more stable than umbrellas	8.01.23
	1	Please get rid of the tents but keep umbrellas	8.01.23
1		Allow tents and canopies; more stable; possibly reglate how close they can get to the water	8.01.23
	1	Ban tents and canopies like other local beaches; getting out of hand	7.31.23
1		Allow tents and canopies; umbrellas are not stable (wife was hit by an umbrella)	8.02.23
1		Allow tents and canopies	8.02.23
1		Allow tents and canopies; family needs more sun protection; no changes	8.02.23

Tents and Canopies on the Beach			
Public Comments via email to the Mayor and City Council			
Against Regulation	For Regulation	Suggestions	Date
	1	Personal concern about tents and canopies; it also denies beach vendors revenue	8.02.23
	1	Ban tents and canopies especially ones with extended tripping hazards	8.02.23
	1	Regulate/ban large canopies with sand anchor tentacles	8.02.23
	1	Ban tents or canopies from the beach or moving them to the back part of the beach	8.02.23
	1	Size regulations	8.02.23
	1	Take up too much beach space	8.02.23
1		Allow tents and canopies	8.02.23
1		Allow tents and canopies; more penalties for smoking and drinking but leave tents alone	8.02.23
	1	Ban tents and canopies; completely out of control; beach is crowded	8.02.23
	1	Ocean City should join our neighbors to regulate and control these devices	8.03.23
	1	Regulate tents and canopies; maybe only allow those open on 4 sides	8.03.23
	1	Support tent ordinance on our beaches; follow DE & NJ	8.04.23
1		Allow tents and canopies; provide more shade	8.04.23
	1	Regulate; problems with tents over 8 x 8	8.02.23
1		Allow tents and canopies; safer than umbrellas	8.05.23
	1	Limit size and types not ban	8.06.23
1		Allow tents and canopies; take up less room than multiple umbrellas; safer than umbrellas	8.06.23
1		Allow tents and canopies	8.06.23
	1	Limit size of canopies to no more than 10 X 10 and ban ones with long support cord that extend beyond 10 ft	8.06.23
	1	Ban tents and canopies; the same as Rehoboth and Bethany	8.05.23
	1	Regulate size of cabanas and beach locations	8.07.23
	1	Ban tents and canopies like Myrtle Beach - Memorial Day to Labor Day	8.07.23
1		Allow tents and canopies; safer than umbrellas	8.08.23
	1	Ban tents and canopies; the lines with the sand bags are dangerous; fell over one of them	8.08.23
	1	Ban tents and canopies	8.08.23
1		Allow tents and canopies	8.08.23
	1	Limit size to 10 X 10 and ban all canopies that have cords that extend beyond 10 X 10	8.08.23
	1	Size restriction on tents and canopies	8.08.23
1		Allow tents and canopies; more protection and safer than umbrellas	8.09.23
	1	Ban tents or canopies or regulate size and locations	8.08.23
1		Allow tents and canopies; safer than umbrellas; daughter was hit by an umbrella	8.09.23
1		Allow tents and canopies	8.09.23
1		Allow tents and canopies; safer and better for large families	8.10.23
1		Allow tents and canopies; better for our large family	8.11.23
1		Allow tents and canopies/cabanas	8.12.23
1		Allow tents and canopies; large families need more than umbrellas	8.12.23
1		Allow tents and canopies; more secure and use a smaller footprint	8.13.23
	1	Tired of tents on the beach	8.13.23
	1	Ban tents and canopies or at least regulate them to back of beach	8.14.23
	1	Allow small cabanas and good umbrellas only; no closed tents; limit size of tents	8.14.23
1		No regulations	8.14.23
	1	Ban anything with sides	8.14.23

Tents and Canopies on the Beach			
Public Comments via email to the Mayor and City Council			
Against Regulation	For Regulation	Suggestions	Date
	1	Ban large tents and canopies during the season or, at minimum, only allow at back of beach	8.14.23
	1	Could not get near oceanfront due to tents	8.14.23
1		Save the canopies	8.15.23
1		Allow tents and canopies; large families need	8.16.23
1		Not blocking lifeguards; ban not necessary	8.16.23
1		Do not ban	8.17.23
1		Keep the canopies	8.17.23
	1	Restrict oversized tents with metal frames	8.18.23
	1	Tent placement near dune line only	8.18.23
	1	10-12' canopy, oceanfront, left unoccupied 5 hours	8.18.23
	1	Prohibit setup to halfway to the dunes, no panels around area of beach, no 4-corner post tents (too large), center pole tents only, no guide wires extended beyond canopy	8.19.23
1		Do not ban	8.19.23
	1	Tents lined up at the water's edge unutilized for 4-5 hours; ban if needed	8.19.23
	1	Ban large tents and extended tiedowns; inconsiderate use of space	8.21.23
	1	Size limit and location to back of beach; no extended tiedowns	8.21.23
	1	Don't ban but limit size; can't leave unattended for more than 15 minutes	8.21.23
	1	Canopies lined up side by side; getting to the water is challenging and unsafe	8.21.23
	1	Should be set back within 10 feet of dunes; no larger than 10x12; extensions past the canopy top not permitted	8.21.23
1		Small tents should be permitted; umbrellas too heavy to carry	8.22.23
	1	Cones to mark where canopies can begin to setup so many feet from the surf	8.23.23
	1	Explosion of tents on the beach the last few years; tent compounds setup early; left unutilized for hours	8.23.23
	1	Limits on type, size and location	8.26.23
1		Don't ban canopies on the beach; beach on 34th rarely crowded; Ninja-style tent does not block visibility	8.29.23
1		Stopped going to Rehoboth because of tent ban; thousands of families rely on the protection of tents	9.01.23
	1	Only restrict in most crowded areas; area-specific restrictions; not a problem on 94th; no product used that blocks ocean view	9.04.23
	1	Arrived on beach 8AM; empty chairs/umbrellas for saved spots; support umbrella stands; coming to OC 67 years; getting worse	9.05.23
1		Plenty of room for canopies and umbrellas; tents don't block lifeguard views; tents don't blow away like umbrellas; do not ban	9.06.23
1		Use a 10'x10' Sun Ninja; better coverage for 6-8 people; no sides to block views; if blown over, the entire unit collapses	9.07.23
1		A 10 x10 canopy provide enough shade for 4-6 people	9.11.23
1		Don't ban	9.20.23
	1	Restrict closed tents and 3 consecutive canopies; don't ban	9.24.23
	1	Don't ban; crowded stretches of shoreline umbrellas only, ban tents on holiday weekends, require a certain amount of space between tents	10.12.23
62	96	TOTAL	







