



## MAYOR AND CITY COUNCIL

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### WORK SESSION Tuesday, February 9, 2021 – 1:00 PM

#### AGENDA

1. **CALL TO ORDER**
  2. **NOTICE AND REPORT ON CLOSED SESSION**
    - A. Closed Session Notice and Report - Tuesday, February 9, 2021, 11:30 - 1:00 PM to discuss Legal, Personnel and Public Security 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. COVID19 Vaccination Update presented by Fire Chief Ritchie Bowers
    - B. Request to Renew Lease Agreement with Leighton's West End, LLC presented by City Manager Doug Miller
  6. **ADJOURN**
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TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

Agenda Item # 2.A

Council Meeting February 9, 2021

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Doug R. Miller, City Manager  
**FROM:** Diana Chavis, City Clerk  
**RE:** Closed Session Notice and Report  
**DATE:** February 4, 2021

**ISSUE(S):** Closed Session

**SUMMARY:** A closed session is scheduled for Tuesday, February 9, 2021, at 11:30 AM to discuss legal, personnel and public security matters.

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Not Applicable



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**ALTERNATIVES:** Not Applicable

**RESPONSIBLE STAFF:** Not Applicable

**COORDINATED WITH:** Not Applicable

**ATTACHMENT(S):**  
 1. Closed Session Notice 2.9.2021  
 2. Closed Session Report 2.09.2021

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

DATE AND TIME: Tuesday, February 9, 2021, 12:00 – 1:00 PM  
 PLACE: City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland  
 SUBJECT: Legal, Personnel and Public Security 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;
X	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.

Disclosure of topic(s) to be discussed and public body's reason for discussing each topic in closed session.

Citation	Topic	Reason for closed session discussion of topic
§3-305(b)1	Evaluation follow-up	Individual employee performance
§3-305(b)7	Pending and potential litigation	Preserve attorney-client privilege
§3-305(b)10	Police deployment	So confidential police deployment plans are not compromised

**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 Tuesday, February 9, 2021, at 1:00 PM, a closed session was held on Tuesday, February 9, 2021, 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, Personnel and Public Security Matters

(b) Persons present:

Mayor Richard Meehan  
 City Manager Doug Miller  
 Council President Matt James  
 Council Secretary Tony DeLuca  
 Council Members Lloyd Martin; John Gehrig; Mark Paddack; Frank Knight and Peter Buas  
 City Clerk Diana Chavis  
 City Attorney Heather Stansbury  
 Police Chief Ross Buzzuro

Action(s) taken:

Motion to close meeting:

2<sup>nd</sup>:

End Time:



# TOWN OF OCEAN CITY

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Agenda Item # 4.A

Council Meeting February 9, 2021

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Doug R. Miller, City Manager  
**FROM:** Diana Chavis, City Clerk  
**RE:** Public Comments  
**DATE:** February 3, 2021

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

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

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Not Applicable



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**ALTERNATIVES:** Not Applicable

**RESPONSIBLE STAFF:** Not Applicable

**COORDINATED WITH:** Not Applicable

**ATTACHMENT(S):** None



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*


Agenda Item # 5.A  
Council Meeting February 9, 2021

**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Doug R. Miller, City Manager  
**FROM:** Richie Bowers, Fire Chief  
**RE:** COVID Vaccine Update  
**DATE:** February 4, 2021

**ISSUE(S):** COVID-19 Vaccination Distribution

**SUMMARY:** Ocean City Paramedics, EMT's, Firefighters and Fire Marshals are on the frontlines of the battle against COVID-19. Vaccines are the ultimate form of defense! Fire Chief Bowers along with members of the command staff and frontline paramedics will provide the Mayor & City Council an update on how the OCFD is playing a major role in the distribution of the vaccine to members of the community.

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION:** Not Applicable  
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**ALTERNATIVES:** Not Applicable

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

**COORDINATED WITH:** BC R. Koch, FF/PM S. Twilley, FF/Medic R. Whittington

**ATTACHMENT(S):** 1. COVID-19 Vaccination Plan



## COVID-19 VACCINE UPDATE TO MAYOR & CITY COUNCIL

Ocean City Paramedics, EMT's, Firefighters, and Fire Marshals are on the frontlines of the battle against COVID-19. Vaccines are the ultimate form of defense! Fire Chief Bowers along with members of the command staff and frontline paramedics will provide the Mayor & City Council an update on the following:



Pandemic Background



Operational Response



Personal Protective Equipment (PPE) Supplies

- Frontline PPE
- Vaccine Supplies



Vaccine Planning & Preparation



Partnerships

- Ocean City & Worcester County Agencies
- Training
- Resources
- Vaccine Clinics / Facilities



Vaccine

- Moderna - 2 shots (approximately 28 days apart)
- Supply & demand - Federal to State to Local Health Depts. to community



Vaccine Clinic Process

- Health Department
- OCFD
- Ocean City Agencies
- Clinic Administration
- Clinic Operations
- Future Goals



Comments / Questions

Attachment: COVID-19 Vaccination Plan (4316 : COVID Vaccine Update)



# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

Agenda Item # 5.B  
Council Meeting February 9, 2021


**TO:** The Honorable Mayor, Council President and Members of Council  
**THRU:** Doug R. Miller, City Manager  
**FROM:** Diana Chavis, City Clerk  
**RE:** 49th Street Lease Renewal  
**DATE:** February 4, 2021

**ISSUE(S):** Renewal of lease agreement with Leighton's West End, LLC

**SUMMARY:** To assist the Ocean City Police Department, this agreement allows Seacret's staff to control and manage the street and sidewalk on 49<sup>th</sup> Street. Seacret's directs pedestrian foot traffic, regulates vehicle movement, allows staging areas for taxi and city busses to setup, and places barriers and stanchions along the sidewalk and roadway to assist with this effort.

The Police Commission will broach this renewal at the February 8 meeting and a favorable recommendation is expected.

**FISCAL IMPACT:** \$2,400

**RECOMMENDATION:** Renew for another year with the term ending January 1, 2022.  
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**ALTERNATIVES:** None suggested.

**RESPONSIBLE STAFF:** Ross Buzzuro, Police Chief

**COORDINATED WITH:** Police Commission

**ATTACHMENT(S):** 1. Prior lease: 2020\_01\_02 -2021\_01\_01 Agreement



**LEASE AGREEMENT**

LEASE AGREEMENT, made this 2 day of JANUARY, 2020, by and between MAYOR AND CITY COUNCIL OF OCEAN CITY, (hereinafter referred to as "Lessor") and LEIGHTON'S WEST END, LLC, (hereinafter referred to as "Lessee").

**I. DESCRIPTION OF PREMISES AND USE.**

A. Lessor hereby leases to Lessee and Lessee rents from Lessor, in "as is" condition, all that property (hereinafter referred to as "Premises" or "Demised Premises") described as the westernmost 250 feet by 45 feet of what is known locally as 49<sup>th</sup> Street as shown on the attached plat.

B. The Premises shall be used by Lessee in the conduct of its business, Seacrets, for vehicular and pedestrian traffic only. Lessee shall not use the Premises for any illegal, immoral or ultra-hazardous activity, whether within or outside the scope of the business of Lessee, and Lessee shall not do, suffer or permit anything to be done in or about the Premises, which will contravene the policies of insurance against loss, by fire or other hazard. No tents, tables or other usage for special events is allowed, unless Lessee has received prior approval from Lessor.

C. Lessee may restrict or regulate vehicular and pedestrian traffic as it deems necessary in the operation of its business, provided however that the Premises may not be used for parking, except for business delivery purposes, and not for patrons of Seacrets. Signage shall be limited to the sole purpose of restricting or regulating traffic, and/or pedestrian or public transportation movement, unless otherwise approved by Lessor. Cost of signage shall be the expense of Lessee and approved by Lessor. Enforcement of vehicular and pedestrian usage will be the responsibility of Lessee. Other than the referenced signs, Lessee shall not place any signage on the premises, which would advertise or promote any business, including Seacrets and Seacrets Distillery.

D. Lessee shall be responsible for cleaning and trash pickup, so that there be no accumulation of debris on the Premises.

E. Lessee shall not be able to utilize the Premises for any zoning purpose for required parking, density, or any other zoning requirement which would allow Lessee to either expand any existing use or allow additional uses in or on the venue known as Seacrets during the term of the Lease.

**II. TERM AND RENT.**

A. The term of this lease shall be from January 1, 2020 to January 1, 2021.

B. As rent for the term of this Lease, Lessee shall pay to Lessor \$2,400.00 per annum payable in full upon execution hereof.

C. If Lessee fails to pay rent when due, Lessor may impose a five percent (5%) late charge for each installment that is overdue and Lessee shall immediately pay said late charge.

**III. COMPLIANCE WITH LAWS; WASTE AND NUISANCE PROHIBITED.**

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises, the breach of which might result in a penalty on Lessor. Lessee shall not commit or suffer to be committed, any waste on the Demised Premises, or any nuisance.

**IV. RIGHT OF ENTRY.**

Lessee shall permit Lessor, and its agents and employees to enter into and upon the Demised Premises at all reasonable times for the purpose of inspecting same or of making repairs, additions or alterations, if Lessee fails to make same as required herein.

**V. SUBLETTING AND ASSIGNMENT.**

Lessee shall not sublet or assign the Premises in whole or in part without the prior written consent of Lessor, which may be withheld for any reason; provided, however, that Lessee may assign the Lease to O.C. Seacrets, Inc. Neither this Lease nor the Leasehold Estate of Lessee nor any interest of Lessee hereunder in the Demised Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no voluntary assignment, transfer or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

**VI. NOTICES.**

All notices, demands, or other writings in this Lease provided to be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail registered and postage prepaid, and addressed as follows:

- TO LESSOR: City Hall  
3<sup>rd</sup> Street and Baltimore Avenue  
Ocean City, MD 21842
- TO LESSEE: Leighton’s West End, LLC  
c/o Seacrets  
49<sup>th</sup> Street and Bayside  
Ocean City, MD 21842

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

## **VII. IMPROVEMENTS AND REPAIRS.**

It is understood that all improvements necessary for Lessee's usage of the Premises shall be made at Lessee's sole expense; however, all improvements must be made in accordance with applicable governmental regulations, and any cutting of the Premises for the placement of any objects must have the prior approval of Lessor. Lessee shall, throughout the term of this Lease, at its' own cost and without any expense to Lessor, keep and maintain the Premises in a clean and good order. Lessor is responsible for all sewer, water, utilities, stormwater management, paving and sidewalk maintenance unless damaged by Lessee.

## **VIII. INDEMNIFICATION OF LESSEE.**

Lessor shall not be liable for any loss, injury, death or damage, which at any time may be suffered or sustained by Lessee, its servants, agents or employees, or by any person who may at any time be using or occupying or visiting the Demised Premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee, its servants, agents or employees, or any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. The preceding shall not apply to loss, injury, death or damage arising by reason of negligence or misconduct of Lessor, its agents or employees.

## **IX. INSURANCE.**

Lessee shall maintain in effect throughout the term of this Lease, personal injury and property damage liability insurance covering the Premises and its appurtenances for injury or death of any one (1) person, for injury or death to any number of persons in one occurrence, and property damage liability insurance. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law. Lessee shall have Lessor named as an additional insured under the policy. Insurance coverage should be in limits of not less than One Million Dollars (\$1,000,000.00) per person.

## **X. REDELIVERY OF PREMISES.**

Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amount, at the times, and in the manner herein provided and shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease peaceably, and quietly surrender to Lessor the Premises. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease

may be terminated as herein provided. Premises shall be returned to Lessor as a street in compliance with this Agreement, free and clear of any obstructions.

**XI. UTILITIES.**

Lessee shall pay for all utility service if any, to the Demised Premises.

**XII. DEFAULT.**

In the event of any breach of this Lease by Lessee, Lessor shall have all rights afforded by Maryland law, including the immediate right of re-entry. Lessee shall be obligated to reimburse Lessor for all costs, including attorney's fees and litigation expenses, incurred by Lessor due to Lessee's default.

**XIII. WAIVER.**

The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant, or conditions herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

**XIV. PARTIES BOUND.**

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

**XV. TIME OF ESSENCE.**

Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

**XVI. SUBORDINATIONS.**

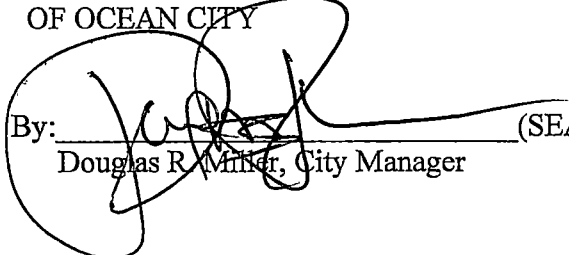
This Lease shall not be subject at any time to existing or future mortgages or deeds of trust encumbering the Seacrets' property and to all modifications, extensions, renewals and consolidations thereof.

IN WITNESS WHEREOF, we hereunto execute this Lease, consisting of five (5) pages, the day and year first above written.

WITNESS:

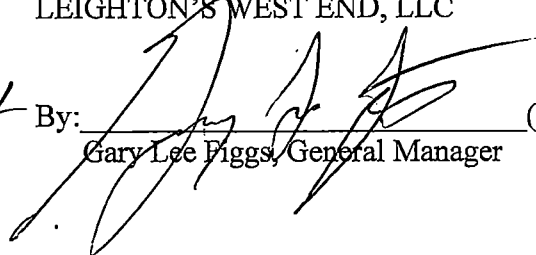
LESSOR:  
MAYOR AND CITY COUNCIL  
OF OCEAN CITY

Kelly R. Allwood

By:  (SEAL)  
Douglas R. Miller, City Manager

LESSEE:  
LEIGHTON'S WEST END, LLC

Mary Handy

By:  (SEAL)  
Gary Lee Figgs, General Manager

Attachment: Prior lease: 2020\_01\_02 -2021\_01\_01 Agreement (4317 : 49th Street Lease Renewal)