



THE CITY OF FROSTBURG

Mayor and Council Meeting Agenda

Tuesday, September 17, 2024 at 5:30 PM

Frostburg Municipal Center Meeting Room 100
37 S. Broadway, Frostburg, MD 21532

Mayor Todd J. Logsdon

Donald L. Carter, Jr., Commissioner of Finance

Nina Forsythe, Commissioner of Water, Parks and Recreation

Kevin G. Grove, Commissioner of Public Safety

Adam Ritchey, Commissioner of Public Works

1. Call to Order

2. Pledge of Allegiance

3. Frostburg Blessing

4. Roll Call

5. Approval of the Agenda

6. Approval of the Minutes

A. Minutes from the August 20, 2024 Council Meeting.

Motion and Second to Approval the Minutes for the August Council Meeting.

7. Special Presentations and Requests

8. Mayor and Commissioners Reports and Announcements

A. Monthly Reports of the City Departments.

Motion and Second to Approve Monthly Reports of the City Departments; Vote of the Mayor and City Council.

9. Public Hearings

A. Combined Sewer Overflow Monthly Public Hearing

10. Old Business

11. New Business

A. **Ordinance 2024-02** - Zoning Amendment pertaining to Body Art Studios

Public Hearing Postponed to October 15, 2024

B. **Ordinance 2024-03** An Ordinance to repeal and reenact with Amendments sections of the City Code pertaining to Water Service by the City of Frostburg.

Motion and Second to Approve the Ordinance on First Reading, and set the October 15, 2024 Council Meeting as an advertised Public Hearing; PUBLIC COMMENT; Vote of the Mayor and City Council.

C. **Ordinance 2024-04** An Ordinance to Repeal and Reenact with Amendment sections of the City Code for the purpose of establishing exceptions to the requirements set forth in the 'Storage of Solid Waste'.

Motion and Second to Approve the Ordinance on First Reading, and set the October 15, 2024 Council Meeting as an advertised Public Hearing; PUBLIC COMMENT; Vote of the Mayor and City Council.

- D.** Resolution 2024-52 Approve Change Order No. 3, for time and materials to Carl Belt, Inc., for additional earthwork required as part of the Mechanic Street parking lot in the amount of \$34,584.44. Hayden Lindsey, Director of Public Works

Motion and Second to Approve Resolution 2024-52; PUBLIC COMMENT; Vote of the Mayor and City Council.

- E.** Resolution 2024-53 Award Bid for N. Grant Street Combined Sewer Overflow Separation Project to Braddock Construction in the amount of \$370,130.00. Hayden Lindsey, Director of Public Works

Motion and Second to Approve Resolution 2024-53; PUBLIC COMMENT; Vote of the Mayor and City Council.

- F.** Resolution 2024-54 Award Bid for Center Street CSO Separation Project in the amount of \$376,515.00 to Braddock Construction. Hayden Lindsey, Director of Public Works

Motion and Second to Approve Resolution 2024-54; PUBLIC COMMENT; Vote of the Mayor and City Council.

- G.** Resolution 2024-55 Award Bid for Centennial Street Paving Contract in the amount of \$65,493.09 to Ameri-Seal, LLC. Hayden Lindsey, Director of Public Works

Motion and Second to Approve Resolution 2024-55; PUBLIC COMMENT; Vote of the Mayor and City Council.

- H.** Resolution 2024-56 Award Bid for the earthwork associated with the construction of a storage building for Maryland Department of the Environment (MDE), a tenant of the City, in the amount of \$103,201.56 to Winner D Contracting, LLC. Hayden Lindsey, Director of Public Works

Motion and Second to Approve Resolution 2024-56; PUBLIC COMMENT; Vote of the Mayor and City Council.

- I.** Resolution 2024-57 Approve an Easement Agreement between the City of Frostburg and Frostburg State University for the City to lease a portion of the Mud Lot in order to build a storage shed to be used by Maryland Department of the Environment, Bureau of Mines, a tenant of the City of Frostburg at the Frostburg Armory. Elizabeth Stahlman, City Administrator

Motion and Second to Approve Resolution 2024-57; PUBLIC COMMENT; Vote of the Mayor and City Council.

- J.** Resolution 2024-58 Approve projects to be funded with the American Rescue Plan Act. Elizabeth Stahlman, City Administrator

Motion and Second to Approve Resolution 2024-58; PUBLIC COMMENT; Vote of the Mayor and City Council.

- K.** Resolution 2024-59 Authorize Contract with Stevens Electric to replace the Street Light Controller Equipment on Depot Street. Elizabeth Stahlman, City Administrator

Motion and Second to Approve Resolution 2024-59; PUBLIC COMMENT; Vote of the Mayor and City Council.

- L.** Resolution 2024-60 Authorize purchase of Bobcat Toolcat UW56 in the amount of \$76,000.00 under a cooperative purchasing pricing. Elizabeth Stahlman, City Administrator

Motion and Second to Approve Resolution 2024-60; PUBLIC COMMENT; Vote of the Mayor and City Council.

M. Resolution 2024-61 Temporary Repeal of the Open Container Law for the Frostburg First Cider Crawl on Saturday, September 28, 2024. Chief Nick Costello

Motion and Second to Approve Resolution 2024-61; PUBLIC COMMENT; Vote of the Mayor and City Council.

12. Report of the Frostburg Police Department

Chief Nicholas Costello

A. August 2024 Police Report

13. Open Public Comment

14. Adjournment



THE CITY OF FROSTBURG

Mayor and Council Meeting Minutes

Tuesday, August 20, 2024 at 5:30 PM

Frostburg Municipal Center Meeting Room 100
37 S. Broadway, Frostburg, MD 21532

Mayor Todd J. Logsdon

Donald L. Carter, Jr., Commissioner of Finance

Nina Forsythe, Commissioner of Water, Parks and Recreation

Kevin G. Grove, Commissioner of Public Safety

Adam Ritchey, Commissioner of Public Works

1. Call to Order

Mayor Logsdon called meeting to order at 5:00 pm

2. Pledge of Allegiance

3. Frostburg Blessing

4. PRESENT

Mayor Todd Logsdon

Commissioner of Finance Donald Carter

Commissioner of Public Safety Kevin Grove

Commissioner of Water, Parks and Recreation Nina Forsythe

Commissioner of Public Works Adam Ritchey

5. Approval of the Agenda

Motion made by Commissioner of Water, Parks and Recreation Forsythe, Seconded by Commissioner of Public Safety Grove.

Motion carried.

6. Approval of Minutes

A. Minutes from the July Council Meeting.

Motion to Approve the Minutes for the July Council Meeting made by Commissioner of Finance Carter, Seconded by Commissioner of Public Works Ritchey.

Motion carried.

B. Closed Session Summary and Sealed Minutes from the August Work Session

Motion to Approve the Closed Session Summary and Sealed Minutes from August 13, 2024 made by Commissioner of Finance Carter, Seconded by Commissioner of Public Works Ritchey.

Motion carried.

7. Special Presentations and Requests

Lifeguard recognition; Mayor Logsdon read into record

8. Mayor and Commissioners Reports and Announcements

A. Monthly Reports of the City Departments.

Motion to Approve Monthly Reports of the City Departments made by Commissioner of Public Safety Grove, Seconded by Commissioner of Water, Parks and Recreation Forsythe.

Motion carried.

B. Water Conservation Notice. Commissioner Nina Forsythe

The City of Frostburg continues to urge residents to conserve water. Piney Reservoir levels increased due to the rain, but remains below normal levels. Easy ways to conserve water include foregoing watering lawns and washing cars, taking shorter showers, and running the washer and dishwasher only when full.

Continued voluntary conservation efforts can help reduce the strain on the limited water resources available to the City. Communities served by the City of Frostburg's water system include not only Frostburg, but Eckhart, Consol, Grahamtown, Clarysville, Carlos, Shaft, Klondike, Borden, Zihlman, Mount Savage, Woodcock Hollow and all communities in the Georges Creek Water Service area: Midland, Gilmore, Lonaconing, Pekin, and Barton. Residents in all of these communities should begin water conservation practices immediately.

The City will continue to monitor reservoir levels. Recent rain events have helped, however additional rainfall and conservation efforts are needed to allow the reservoir to return to normal levels. Should the drought persist, a water conservation emergency may be declared by the Mayor and City Council.

9. Public Hearings

A. Combined Sewer Overflow Monthly Public Hearing

10. Old Business

11. New Business

A. ORDINANCE 2024-02 Amend the Zoning Ordinance in regards to Body Art Studios to allow by right in certain districts and add as a Special Exception use in other districts. Bethany Fife, Director of Community Development

Motion Second to Approve the Ordinance on First Reading, and set the September 17, 2024 Council Meeting as an advertised Public Hearing made by Commissioner of Public Works Ritchey, Seconded by Commissioner of Finance Carter.

Motion carried.

B. Resolution 2024-42 Appoint Brian Alderton to the Board of Zoning Appeals. Bethany Fife, Director of Community Development

Motion Commissioner Donald L. Carter and Second Commissioner Nina Forsythe to Approve Resolution 2024-42; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion Carried

C. Resolution 2024-43 Approve Change Order No. 2 for the Mechanic Street Parking Lot Project in the amount of \$9,583.29 with Carl Belt, Inc. Hayden Lindsey, Director of Public Works

Motion Commissioner Nina Forsythe and Second Commissioner Kevin G. Grove to Approve Resolution 2024-43; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

- D. Resolution 2024-44** Approve Change Orders for Phase X-A CSO Separation Project with Braddock Construction. Hayden Lindsey, Director of Public Works

Motion Commissioner Adam Ritchey and Second Commissioner Donald L. Carter to Approve Resolution 2024-44; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried.

- E. Resolution 2024-45** Authorize an upgrade to the underdrain pump station at the Frostburg Water Treatment Plant in the amount of \$44,500 and approve a contract with Com-Bro Contracting, Inc. Hayden Lindsey, Director of Public Works

Motion Commissioner Nina Forsythe and Second Commissioner Kevin G. Grove to Approve Resolution 2024-45; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

- F. Resolution 2024-46** Approve Braddock Estates Drainage Improvements as an American Rescue Plan Act project. Hayden Lindsey, Director of Public Works

Motion Commissioner Adam Ritchey and Second Commissioner Donald L. Carter to Approve Resolution 2024-46; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

- G. Resolution 2024-47** Authorize City Attorneys to execute documents related to the Kroger Settlement, part of the ongoing Opioid Litigation. Elizabeth Stahlman, City Administrator

Motion Commissioner Donald L. Carter and Second Commissioner Kevin G. Grove to Approve Resolution 2024-47; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion approved

- H. Resolution 2024-48** Authorize a cost-share program with property owner to replace deteriorated sidewalks around the Hill Street school, not to exceed \$25,000 or 40% of total project costs, whichever is lesser. Elizabeth Stahlman, City Administrator

Motion Commissioner Nina Forsythe and Second Commissioner Kevin G. Grove Approve Resolution 2024-48; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

- I. Resolution 2024-49** Authorize a lease of a Chevy Silverado 1500 through the Enterprise Fleet Management Program for the Street Department. Elizabeth Stahlman, City Administrator

Motion Commissioner Adam Ritchey and Second Commissioner Donald L. Carter to Approve Resolution 2024-49; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

J. Resolution 2024-50 Approve the acquisition of a street sweeper with American Rescue Plan Act funding and further authorize the purchase of the Elgin Street Sweeper from Maryland Industrial Trucks, Inc., as a sole source purchase through Sourcewell cooperative purchasing in the amount of \$364,860.00.

Motion Commissioner Adam Ritchey and Second Commissioner Donald L. Carter to Approve Resolution 2024-50; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

K. Resolution 2024-51 Adopt a Section 125 Premium Only Plan in reference to the City's employees Health Insurance contributions. Elaine Jones, CPA, Director of Finance

Motion Commissioner Donald L. Carter and Second Commissioner Adam Ritchey to Approve Resolution 2024-51; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion carried

12. Report of the Frostburg Police Department

Chief Nicholas Costello

A. Monthly Report for Jul 2024

13. Public Comment

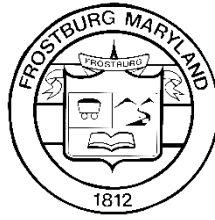
Kelly Mears, 58 Linden Street heard helicopter and inquired of how to stay informed; dog parent inquired dog waste bags and where located on streets.

14. Mayor Logsdon adjourned meeting at 6:28 pm

Mayor Todd J. Logsdon

Elizabeth Stahlman, City Administrator

City of Frostburg
Monthly Reports



For the month of August 2024
Reports from the Departments of:

Community Development
Finance
Parks and Recreation
Street
Water

CITY OF FROSTBURG

Monthly Report: Community Development Department

For the Month of: August 2024

Submitted by: Bethany Fife, Director of Community Development; Jamie Klink, Planner; Mary Gracie, Rental Housing Program Coordinator; Jay Hovatter, Code Enforcement Officer

Permits

Please see attached permit report.

Rental Housing

- Second round of Rental Property Inspections sent to property owners and several inspections from round one completed.
- RH Coordinator assisted property owners with general zoning inquiries.
- Emailed copies of rental license and receipts for 2024 to property owners.
- Spoke with several tenants due to tenant landlord issues and referred tenants to Tenant/Landlord helpline with successful help for issues for tenants. Also handled issues through emails to tenants and landlords with great success.
- Owner and Agent information was provided to the Frostburg Police Department when requested. Updated spreadsheet sent to both Police Department and Fire Department
- Mailing address updates were made for property owners who needed them.
- Phone contact for noncompliance of property owners for yearly Licensing.
- Meeting with Third Party Inspector Bobbie Bell and touched base about several issues she was having seems satisfied with outcome.
- Newly owner-occupied properties have been updated from rental status.
- Continued effort is being made to obtain all delinquent rental registrations and letters sent to owners about being posted in July of properties being uninhabitable.
- New rental properties brought into program and property owners were provided RH materials.
- Owner and Agent list was provided to citizens who requested assistance with housing in Frostburg.
- Combined effort for compliance was made with Code Enforcement with non-compliant properties.
- Confirmation of outstanding registration issues were given by RH and CE per our Finance Department's request.
- Updates have been made to systems to reflect property transfers and changes. Pending changes will be updated upon confirmation from Finance.

Code Enforcement

- Detailed code enforcement action reports are attached. Please note that the Phone Call/Emails in the Activity Report reflect calls and emails from complainants, property owners, and/or tenants related to code enforcement matters.

Boards and Commissions

- *Historic District Commission* – The Historic District Commission did not meet in August due to a lack of applications received.
- *Planning Commission* – The Frostburg Planning Commission met on August 14, to review three projects: a Lot Split Plan located at 33 Water Street/45 Ormand Street, a Minor Subdivision Plan located along New Hope Road/Great Allegheny Passage, and a Site Plan for Clym Environmental Services, LLC along Laurel Hill Drive; all three projects were approved. Additionally, the Commission approved a favorable recommendation to the Board of Zoning Appeals for Special Exception Use for a Self-Storage Facility in the T-LI Zoning District. The Commission also approved a text amendment to the Frostburg Zoning Ordinance that would allow Body Art Studios as a permitted use in the same zoning districts as Beauty Salons. Furthermore, discussion was held between the Commission and Staff regarding the approval process for a potential Body Art Studio at 6 E. Main Street. Staff also gave a brief update on the status of the Frostburg Comprehensive Plan.
- *Board of Zoning Appeals* – The Board of Zoning Appeals did not meet in August due to a lack of applications received.
- *Green Team* – The Green Team met virtually on Wednesday, August 28. Public Works Director, Hayden Lindsey, was present to discuss cardboard recycling. Additional topics of discussion included: PumpkinFest volunteer recruitment, the Green Team table at the Block Party, scheduled clean-up days, the new Green Team Facebook group, a Costume Swap at the Frostburg Library (an offshoot event of the spring Buy Nothing, Give Freely giveaway), and “Worldwide Get Off Your Phone Day”. Caitlin Molter mentioned that she saw another municipality who plants trees in lieu of monetary prizes for local events.

Director's Report:

Meetings, Webinars, Conferences, and Trainings Attended:

- August 6: CivicPlus email subscriber training
- August 6: Anniversary Certificates: Princess Restaurant, Frostburg Freeze, and Sand Springs
- August 7: Glendening Signage meeting
- August 7: Solid Waste Management Board meeting
- August 8: Webinar – “Main Street Board Essentials for Excellence”
- August 13: Work Session
- August 14: PumpkinFest planning meeting
- August 15: FrostburgFirst Board of Directors meeting
- August 22: Intern Presentations – sidewalk mapping data & BOOMS tracker
- August 22: Attainable Housing workgroup meeting
- August 28: FrostburgFirst Board Development Committee Meeting
- August 28: Green Team meeting
- August 30: PumpkinFest planning meeting

Planning, Economic Development, & Current Projects:

Community Development staff have been collaborating with staff from Allegany County's Economic Development department to create a “redevelopment district,” which would incentivize the rehabilitation of major structures in the downtown district and the creation of upper-story housing. Adam Strott submitted an SDF grant application to support this initiative.

Construction at O'Reilly Auto Parts is moving along as scheduled. As of 8/19, framing and rough-ins for electric and plumbing were complete.

Renovation permits released for the Nickel Building and for Hill Street School. Both projects are moving forward.

Waiting to hear from DHCD whether Strategic Demolition funds were awarded to support blight elimination and other necessary sitework on North Water Street. Award expected to be announced in mid-September.

Currently Working On & On the Radar:

- PumpkinFest planning
- Edible Arboretum development

- Text amendments re: common code enforcement issues (solid waste and real property standards)
- Coffee & Cars (Mechanic Street Parking Lot ribbon cutting event)
- Preparing for DHCD visit in October with Secretary Jacob R. Day
- Subdivision and Land Use Regulations rewrite/update
- Comprehensive Plan & Housing Element
- Glendening signage project
- Development of an address assignment policy



Permit Report

08/01/2024 - 08/31/2024

Permit Type	Permit Sub Type	Parcel Address	Description	Main Status
Building	Accessory Structure	213 JAMES CT	Construction of a 4' x 11' Wood Shed	Closed
Use & Occupancy		47 E MAIN ST	Commercial Use & Occupancy	Closed
Building	Retaining Wall	85 E. MECHANIC ST	Replacement of existing retaining wall with a new 47" retaining wall	Open
Building	Single Family Dwelling	102 BUTTERMILK CIRCLE	Single Family Residence	Open
Building	Single Family Dwelling	100 BUTTERMILK CIRCLE	Single Family Residence	Pending
Building	Single Family Dwelling	205 MOONLIGHT DRIVE	Single Family Residence	Pending
Building	Single Family Dwelling	201 MOONLIGHT DRIVE	Single Family Residence	Open
Building	Accessory Structure	218 ALBERT AVE	Construction of a 30' x 45' Metal Garage	Open
Use & Occupancy		202 S. Water Street	Construction of a Municipal Childcare Center	Closed
Use & Occupancy	Single Family Dwelling	108 Buttermilk Circle	Single Family Residence	Closed

Permit Type	Permit Sub Type	Parcel Address	Description	Main Status
Building	Retaining Wall	196 MCCULLOH ST	Installation of a 47" Retaining Wall	Open

Total Records: 11

9/10/2024



Case Activity Report

08/01/2024 - 08/31/2024

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
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Group: Inspection

8/26/2024	09/04/2024	127 WOOD ST	Trash set out to early	Inspection	First Warning
8/23/2024		50 E COLLEGE AVE	Construction Debris	Inspection	No CE Action Necessary
8/12/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Inspection	Monitoring
Group Total: 3					

Group: Issue Citation

8/28/2024	07/17/2024 Second Notice 07/27/2024 Final Notice 08/14/2024	150 E MAIN ST	Unregistered vehicle	Issue Citation	Citation Issued
Group Total: 1					

Group: Phone Call/Email

8/26/2024	09/04/2024	127 WOOD ST	Trash set out to early	Phone Call/Email	First Warning
8/21/2024	07/30/2024 Second Notice 08/10/2024	49 DEPOT ST	High Grass Debris	Phone Call/Email	Monitoring
8/21/2024	08/14/2024	30 WASHINGTON ST	Trash set out to soon and also obstructing fire hydrant	Phone Call/Email	Resolved

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
8/13/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Phone Call/Email	Monitoring

Group Total: 4

Group: Re-Inspection

8/28/2024	08/21/2024	141 FROST AVE	Unregistered vehicle in front yard	Re-Inspection	Second Warning
8/28/2024	08/28/2024	102 WOOD ST	Trash set out to early	Re-Inspection	Resolved
8/28/2024	09/04/2024	127 WOOD ST	Trash set out to early	Re-Inspection	First Warning
8/28/2024		206 PINECREST DR	Sea Containers in field across from 204	Re-Inspection	Final Warning
8/26/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Re-Inspection	Monitoring
8/26/2024		50 E COLLEGE AVE	Construction Debris	Re-Inspection	No CE Action Necessary
8/26/2024	Second Warning 08/08/2024	198 E MAIN ST	High Grass Front porch clasped	Re-Inspection	Final Warning
8/26/2024	08/15/2024 Second 09/26/2024	191 SPRING ST	Vacant structure	Re-Inspection	Second Warning
8/16/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Re-Inspection	Monitoring
8/15/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Re-Inspection	Monitoring
8/14/2024	07/30/2024 Second Notice 08/10/2024	49 DEPOT ST	High Grass Debris	Re-Inspection	Monitoring
8/13/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Re-Inspection	Monitoring

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
8/10/2024	08/17/2024	155 CENTER ST	Furniture	Re-Inspection	Resolved
8/2/2024	06/28/2024	51 S BROADWAY	Disabled vehicle	Re-Inspection	Resolved
8/2/2024	08/03/2024	134 BOWERY ST	High Grass	Re-Inspection	Resolved

Group Total: 15

Group: Verbal Warning

8/28/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Verbal Warning	Monitoring

Group Total: 1

Group: Walk-In

8/30/2024	09/09/2024	145 S Water	Unregistered/Disabled Vehicles	Walk-In	Monitoring

Group Total: 1

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Total Records: 25

9/9/2024



Case Detail Report

08/01/2024 - 08/31/2024

Case Date	Compliance Deadline	Parcel Address	Description	Main Status
8/30/2024	09/06/2024	247 SHAW ST	Large pile of trash	First Warning
8/28/2024	09/08/2024	131 MAPLE ST	High Grass	First Warning
8/26/2024	09/04/2024	127 WOOD ST	Trash set out to early	First Warning
8/26/2024	08/28/2024	102 WOOD ST	Trash set out to early	Resolved
8/26/2024		50 E COLLEGE AVE	Construction Debris	No CE Action Necessary
8/26/2024	09/09/2024	15 FROST AVE	Bush encroaching on sidewalk. Compliance date 09/09/2024	First Warning
8/23/2024				
8/16/2024	Immediately 08/16/2024	34 MAPLE ST	Generator Running continuously	Monitoring
8/15/2024	09/09/2024	145 S Water	Unregistered/ Disabled Vehicles	Monitoring
8/15/2024	08/29/2024	210 ARMSTRONG AVE		First Warning
8/7/2024	08/21/2024	141 FROST AVE	Unregistered vehicle in front yard	Second Warning
8/7/2024	08/17/2024	155 CENTER ST	Furniture	Resolved
8/7/2024	08/14/2024	30 WASHINGTON ST	Trash set out to soon and also obstructing fire hydrant	Resolved

Case Date	Compliance Deadline	Parcel Address	Description	Main Status
8/5/2024	Immediately	62 S BROADWAY	Dog waste	Verbal/Courtesy Warning
8/26/2024	09/09/2024	129 S WATER ST	Wild flowers, weeds and bushes encroaching on sidewalk and hindering line of sight at intersection.	First Warning

Total Records: 15

9/9/2024

2025

Assets

01-000-1001	OPERATING CASH - POLICE DEPT	100.00
01-000-1003	OPERATING CASH - TAX CLERK	200.00
01-000-1004	CASH - CORPORATE (STC)	9,953,469.33
01-000-1006	RESTRICTED CASH CD - PLAYGROUND FUN	26,734.89
01-000-1008	RESTRICTED CASH-HEALTH INSUR COLLATERAL	20,519.00
01-000-1100	ACCOUNTS RECEIVABLE	247,077.66
01-000-1101	ACCTS REC - POLICE TICKETS/CIT	11,175.00
01-000-1140	TAXES RECEIVABLE - REAL ESTATE	2,230,250.03
01-000-1141	TAXES RECEIVABLE - PERSONAL PROPERTY	2,078.03
01-000-1143	TAXES RECEIVABLE - CORPORATION	27,861.56
01-000-1200	PREPAID EXPENSE	25,683.81
01-000-1220	LEASE RECEIVABLE	840,335.00
01-000-1230	ACCRUED INTEREST RECEIVABLE	7,939.22
01-000-1500	FIXED ASSETS	24,086,396.88
01-000-1504	WIP - CHILDCARE CENTER	1,443,830.19
01-000-1506	WIP - GATEWAY IMPROVEMENT	720,337.76
01-000-1507	WORK IN PROCESS - MISC PROJECTS	558,237.07
01-000-1570	RIGHT OF USE ASSETS	538,139.38
01-000-1571	RIGHT OF USE ASSETS - INTANGIBLE	13,864.18
01-000-1580	INTANGIBLE ASSETS	206,323.69
01-000-1600	RESERVE FOR DEPRECIATION	9,107,660.51-
01-000-1605	ACCUMULATED DEPRECIATION-ROU	155,478.95-
01-000-1650	RESERVE FOR AMORTIZATION	82,529.44-
01-000-1900	DEFERRED FINANCING OUTFLOW	406,711.00
01-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	227,996.00
	Total Assets	<u>32,249,590.78</u>

Liabilities & Fund Balance

01-000-1655	ACCUMULATED AMORTIZATION - ROU	4,621.39
01-000-2010	PRICHARD FARMS RETSA PAYABLE	1,048.95
01-000-2080	INTEREST PAYABLE	24,489.84
01-000-2220	LEASE LIABILITY	385,555.26
01-000-2225	SUBSCRIPTION LIABILITY - ROU	8,949.30
01-000-2250	UNEARNED REVENUE	159,153.86
01-000-2251	UNEARNED REV - PLAYGROUND	26,734.89
01-000-2253	UNEARNED REVENUE - ARPA	4,133,951.39
01-000-2450	DEFERRED FINANCING INFLOW	124,086.00
01-000-2451	DEFERRED FINANCING INFLOW - OPEB	43,848.00
01-000-2452	DEFERRED FINANCING INFLOW-LEASES	823,472.06
01-000-2700	COMPENSATED ABSENCES	434,475.58
01-000-2855	OPEB OBLIGATION	640,591.00
01-000-2860	NET PENSION LIABILITY	1,292,726.00
01-000-2901	BONDS PAYABLE	2,344,000.00
01-000-2905	BOND PREMIUM	253,264.50
	Total Liabilities	<u>10,700,968.02</u>

01-000-3000	INVESTED IN FIXED ASSETS	13,118,573.00
01-000-3200	FUND BALANCE	4,935,250.50
	Total	<u>18,053,823.50</u>

Revenue	3,337,019.19
Less Expenses	<u>1,587,884.56</u>
Net	<u>1,749,134.63</u>
Total Fund Balance	<u>19,802,958.13</u>
Total Liabilities & Fund Balance	30,503,926.15

Audit adjustments for the year ending 6/30/24 are incomplete.

2025

2025

Assets		
02-000-1000	CASH	758,947.34
02-000-1030	RESTRICTED CASH - WATERSHED IMPROVE	55,335.01
02-000-1100	ACCOUNTS RECEIVABLE	3,592.50
02-000-1102	WATER ACCOUNTS RECEIVABLE	201,812.79
02-000-1140	INTEREST RECEIVABLE - WATER	396.35
02-000-1500	FIXED ASSETS	3,890,421.39
02-000-1570	RIGHT OF USE ASSETS	93,804.85
02-000-1600	RESERVE FOR DEPRECIATION	2,988,452.36-
02-000-1605	ACCUMULATED DEPRECIATION-ROU	33,517.67-
02-000-1900	DEFERRED FINANCING OUTFLOW	62,675.00
02-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	43,132.00
	Total Assets	<u>2,088,147.20</u>
Liabilities & Fund Balance		
02-000-2000	ACCOUNTS PAYABLE	27.51
02-000-2220	LEASE LIABILITY	62,963.48
02-000-2450	DEFERRED FINANCING INFLOW	19,169.00
02-000-2451	DEFERRED FINANCING INFLOW - OPEB	8,295.00
02-000-2700	COMPENSATED ABSENCES	113,554.94
02-000-2855	OPEB OBLIGATION	121,186.00
02-000-2860	NET PENSION LIABILITY	199,688.00
	Total Liabilities	<u>524,883.93</u>
02-000-3000	INVESTED IN FIXED ASSETS	907,116.00
02-000-3250	FUND BALANCE	456,164.59
	Total	<u>1,363,280.59</u>
	Revenue	280,346.65
	Less Expenses	<u>206,946.48</u>
	Net	<u>73,400.17</u>
	Total Fund Balance	<u>1,436,680.76</u>
	Total Liabilities & Fund Balance	<u>1,961,564.69</u>

2025

Assets		
03-000-1000	CASH	1,182,651.87
03-000-1040	BAY RESTORATION FUND CASH	35,901.62
03-000-1041	CSO CASH	445,890.35
03-000-1100	ACCOUNTS RECEIVABLE	226,282.00
03-000-1103	SEWER ACCOUNTS RECEIVABLE	246,776.16
03-000-1120	BAY RESTORATION FUND RECEIVABLE	13,556.95
03-000-1121	CSO SURCHARGE RECEIVABLE	27,778.45
03-000-1141	INTEREST REC - CSO SURCHARGE	2,302.85
03-000-1142	INTEREST RECEIVABLE - SEWER	472.57
03-000-1500	FIXED ASSETS	28,348,996.47
03-000-1538	WIP - PHASE X-A	721,071.07
03-000-1539	WIP - PHASE X-B	119,936.60
03-000-1540	WIP - PHASE X-C	138,961.60
03-000-1541	WIP - PHASE IX-D	3,000.00
03-000-1542	WIP - PHASE VIII-C	3,000.00
03-000-1570	RIGHT OF USE ASSETS	86,933.24
03-000-1600	RESERVE FOR DEPRECIATION	9,429,149.64-
03-000-1605	ACCUMULATED DEPRECIATION-ROU	5,795.55-
03-000-1900	DEFERRED FINANCING OUTFLOW	51,137.00
03-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	30,827.00
	Total Assets	<u>22,250,530.61</u>
Liabilities & Fund Balance		
03-000-2080	INTEREST PAYABLE	1,843.29
03-000-2220	LEASE LIABILITY	81,322.29
03-000-2270	UNEARNED REVENUE - CSO	36,710.70
03-000-2271	UNEARNED REVENUE - BRF	18,983.90
03-000-2450	DEFERRED FINANCING INFLOW	15,637.00
03-000-2451	DEFERRED FINANCING INFLOW - OPEB	5,929.00
03-000-2700	COMPENSATED ABSENCES	108,140.31
03-000-2855	OPEB OBLIGATION	86,613.00
03-000-2860	NET PENSION LIABILITY	162,904.00
03-000-2900	NOTES PAYABLE	216,476.23
	Total Liabilities	<u>734,559.72</u>
03-000-3000	INVESTED IN FIXED ASSETS	18,368,433.00
03-000-3200	FUND BALANCE	<u>1,805,770.13</u>
	Total	20,174,203.13
	Revenue	275,667.48
	Less Expenses	<u>139,418.10</u>
	Net	<u>136,249.38</u>
	Total Fund Balance	<u>20,310,452.51</u>
	Total Liabilities & Fund Balance	<u>21,045,012.23</u>

2025

Assets		
04-000-1000	CASH	1,051,776.67
04-000-1130	SURCHARGE INTEREST RECEIVABLE	3,576.06
04-000-1131	WATER SURCHARGE RECEIVABLE	35,620.28
04-000-1500	FIXED ASSETS	28,457,294.14
04-000-1540	LAND	164,021.96
04-000-1600	RESERVE FOR DEPRECIATION	19,425,949.62-
	Total Assets	<u>10,286,339.49</u>
Liabilities & Fund Balance		
04-000-2080	INTEREST PAYABLE	7,384.86
04-000-2250	UNEARNED REVENUE	57,641.92
04-000-2900	NOTES PAYABLE	2,458,595.89
	Total Liabilities	<u>2,523,622.67</u>
04-000-3000	INVESTED IN FIXED ASSETS	6,327,244.00
04-000-3250	FUND BALANCE	616,351.26
	Total	<u>6,943,595.26</u>
	Revenue	115,083.83
	Less Expenses	42,362.69
	Net	<u>72,721.14</u>
	Total Fund Balance	<u>7,016,316.40</u>
	Total Liabilities & Fund Balance	<u>9,539,939.07</u>

2025

Assets		
05-000-1000	CASH	147,168.55
05-000-1100	ACCOUNTS RECEIVABLE	50.00
05-000-1135	TRASH & GARBAGE RECEIVABLE	39,193.44
05-000-1140	INTEREST RECEIVABLE - TRASH	3,911.86
05-000-1500	FIXED ASSETS	596,937.03
05-000-1600	RESERVE FOR DEPRECIATION	330,759.30-
05-000-1900	DEFERRED FINANCING OUTFLOW	30,220.00
05-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	18,490.00
	Total Assets	<u>505,211.58</u>
Liabilities & Fund Balance		
05-000-2290	UNEARNED REVENUE - TRASH & GARBAGE	58,828.25
05-000-2450	DEFERRED FINANCING INFLOW	9,248.00
05-000-2451	DEFERRED FINANCING INFLOW - OPEB	3,556.00
05-000-2700	COMPENSATED ABSENCES	28,259.49
05-000-2855	OPEB OBLIGATION	51,949.00
05-000-2860	NET PENSION LIABILITY	96,341.00
	Total Liabilities	<u>248,181.74</u>
05-000-3000	INVESTED IN FIXED ASSETS	266,178.00
05-000-3200	FUND BALANCE	24,706.13-
	Total	<u>241,471.87</u>
	Revenue	50,135.94
	Less Expenses	<u>63,108.49</u>
	Net	<u>12,972.55-</u>
	Total Fund Balance	<u>228,499.32</u>
	Total Liabilities & Fund Balance	<u>476,681.06</u>

City of Frostburg
COMM DEVELOPMENT SPECIAL PROJECTS FUND
BALANCE SHEET
AS OF: 08/31/24

2025

Assets		
07-000-1000	CASH	<u>31,693.09</u>
	Total Assets	<u><u>31,693.09</u></u>
Liabilities & Fund Balance		
	Total Liabilities	<u>0.00</u>
07-000-3200	FUND BALANCE	<u>56,091.43</u>
	Total	<u>56,091.43</u>
	Revenue	5.90
	Less Expenses	<u>0.00</u>
	Net	<u>5.90</u>
	Total Fund Balance	<u>56,097.33</u>
	Total Liabilities & Fund Balance	<u><u>56,097.33</u></u>

City of Frostburg
OPIOID SETTLEMENT FUND
BALANCE SHEET
AS OF: 08/31/24

2025

Assets		
08-000-1000	CASH	27,168.71
	Total Assets	<u>27,168.71</u>
Liabilities & Fund Balance		
	Total Liabilities	<u>0.00</u>
08-000-3200	FUND BALANCE	8,841.32
	Total	8,841.32
	Revenue	3,685.63
	Less Expenses	0.00
	Net	<u>3,685.63</u>
	Total Fund Balance	<u>12,526.95</u>
	Total Liabilities & Fund Balance	<u>12,526.95</u>

**CITY OF FROSTBURG
MONTHLY REPORT - TAXES
FOR THE MONTH ENDING AUGUST 31, 2024**

Tax Type - Year	Principal Receivable at 07/31/24	Billings	Receipts		Abatements/ Adjustments	Principal Receivable at 08/31/24
			Principal	Interest		
Real Estate - 20/21	\$ 237.32	\$ -	\$ -	\$ -	\$ -	\$ 237.32
Real Estate - 21/22	13,694.80	-	-	-	-	13,694.80
Real Estate - 22/23	40,922.47	-	1,096.90	427.44	-	39,825.57
Real Estate - 23/24	85,923.90	-	7,120.27	1,084.98	-	78,803.63
Real Estate - 24/25	2,464,914.19	-	367,225.48	-	-	2,097,688.71
Real Estate Total	<u>\$ 2,605,692.68</u>	<u>\$ -</u>	<u>\$ 375,442.65</u>	<u>\$ 1,512.42</u>	<u>\$ -</u>	<u>\$ 2,230,250.03</u>
Personal Prop - 23/24	\$ 1,402.28	\$ -	\$ -	\$ -	\$ -	\$ 1,402.28
Personal Prop - 24/25	675.75	-	-	-	-	675.75
Personal Property	<u>\$ 2,078.03</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,078.03</u>
Public Utility - 23/24	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Corporation - 21/22	\$ 27.80	\$ -	\$ -	\$ -	\$ -	\$ 27.80
Corporation - 22/23	3,531.96	-	-	-	-	3,531.96
Corporation - 23/24	10,523.40	-	29.85	4.59	(1,807.05)	8,686.50
Corporation - 24/25	17,370.90	6,023.70	7,779.30	-	-	15,615.30
Corporation Total	<u>\$ 31,454.06</u>	<u>\$ 6,023.70</u>	<u>\$ 7,809.15</u>	<u>\$ 4.59</u>	<u>\$ (1,807.05)</u>	<u>\$ 27,861.56</u>
NST - Returned Check Fee Taxes	<u>\$ 30.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30.00</u>
Total	<u><u>\$ 2,639,254.77</u></u>	<u><u>\$ 6,023.70</u></u>	<u><u>\$ 383,251.80</u></u>	<u><u>\$ 1,517.01</u></u>	<u><u>\$ (1,807.05)</u></u>	<u><u>\$ 2,260,219.62</u></u>

**CITY OF FROSTBURG
AUGUST 2024 BUDGET REPORT**

Section 8, Item A.

Note: Audit adjustments for the year ended 06/30/24 are incomplete.

Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-000-4000	TAXES-REAL ESTATE	2,908,000	-	2,936,643.98	101.0
01-000-4001	PERSONAL PROPERTY TAXES	7,000	-	675.75	9.7
01-000-4002	PUBLIC UTILITY TAXES	190,000	-	-	-
01-000-4003	CORPORATION TAXES	95,000	4,216.65	22,290.90	23.5
01-000-4004	PRIOR YEAR TAXES	1,000	-	-	-
01-000-4005	TRAILER TAX	1,600	-	-	-
01-000-4010	INTEREST ON TAXES	50,000	1,517.01	12,946.10	25.9
01-000-4011	TAX CREDITS	(32,400)	-	-	-
01-000-4012	TAX ABATEMENTS	(3,000)	-	(560.70)	18.7
01-000-4013	ENTERPRISE ZONE CREDIT REIMBURS	16,200	-	-	-
01-000-4020	MARYLAND INCOME TAXES	640,000	76,753.09	78,789.45	12.3
01-000-4021	ADMISSION TAXES	24,000	-	-	-
01-000-4022	HOTEL MOTEL TAX	155,000	-	-	-
01-000-4023	HIGHWAY USE TAX	510,000	-	-	-
01-000-4024	COAL TAX	2,600	-	-	-
01-000-4025	HOUSING AUTHORITY	14,000	-	-	-
01-000-4027	PAYMENT IN LIEU OF TAXES	3,900	-	-	-
01-000-4031	LIQUOR LICENSES	10,000	-	-	-
01-000-4032	TRADERS LICENSES	10,000	628.54	628.54	6.3
01-000-4040	POLICE GRANTS	40,000	13,774.57	13,774.57	34.4
01-000-4041	PARKING METERS & PERMITS	-	21.52	41.52	-
01-000-4043	POLICE PROTECTION GRANTS	135,000	-	-	-
01-000-4045	FINES & FORFEITURES	15,000	130.00	395.00	2.6
01-000-4047	FROSTBURG STATE UNIV - MOU	10,000	-	-	-
01-000-4049	SCHOOL RESOURCE REIMBURSEMENT	30,000	-	-	-
01-000-4050	PERMITS, PLANNING, ETC	2,000	25.00	575.00	28.8
01-000-4051	BUILDING PERMITS	1,500	220.00	345.00	23.0
01-000-4052	RENTAL REGISTRATION	74,000	80.00	1,010.00	1.4
01-000-4054	CONSTRUCTION INSPECTIONS	17,750	2,865.00	3,630.00	20.5
01-000-4055	CODE ENFORCEMENT CITATIONS	750	-	-	-
01-000-4056	COMM DEV GRANT REVENUE	50,000	13,010.82	13,010.82	26.0
01-000-4060	SWIMMING POOL	60,000	8,591.50	29,486.50	49.1
01-000-4062	DAY CAMP REGISTRATIONS	18,000	1,530.00	16,355.00	90.9
01-000-4063	RECREATION ACTIVITIES	22,000	905.00	3,315.00	15.1
01-000-4200	OPERATING TRANSFER - WATER FUND	95,600	7,967.00	15,934.00	16.7
01-000-4201	OPERATING TRANSFER - SEWER FUND	241,750	20,146.00	40,292.00	16.7
01-000-4202	OPERATING TRANSFER - GARBAGE FUND	18,175	1,515.00	3,030.00	16.7
01-000-4250	NSF FEES	-	110.00	280.00	-
01-000-4301	RENTS	111,000	8,124.86	16,249.72	14.6
01-000-4302	HRD APPROPRIATION	10,700	-	-	-
01-000-4303	FRANCHISES - GAS, TV, ETC	72,000	-	-	-
01-000-4304	MISCELLANEOUS REVENUE	1,000	1,475.47	2,107.02	210.7
01-000-4306	PROJECT REIMBURSEMENT	1,948,000	5,875.00	5,875.00	0.3
01-000-4315	PROCEEDS FROM FUND BALANCE	173,870	-	-	-
01-000-4317	SPECIAL REVENUE	1,707,750	-	-	-

**CITY OF FROSTBURG
AUGUST 2024 BUDGET REPORT**

Section 8, Item A.

Note: Audit adjustments for the year ended 06/30/24 are incomplete.

Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-000-4600	INTEREST INCOME	400,000	61,666.05	121,909.02	30.5
CORPORATE FUND Revenue Totals		9,858,745	231,148.08	3,339,029.19	
EXECUTIVE					
01-100-5000	SALARIES	22,200	1,850.00	3,700.00	16.7
01-100-5010	SOCIAL SECURITY	1,700	141.55	283.10	16.7
01-100-5012	WORKERS COMP	175	13.00	55.00	31.4
01-100-5050	LEGISLATIVE CONTINGENCIES	6,000	406.22	406.22	6.8
01-100-5104	INSURANCE - PUBLIC OFFICIALS	7,000	-	8,072.00	115.3
01-100-5110	CONTRIBUTIONS	500,000	500,000.00	500,000.00	100.0
01-100-5150	TRAINING	2,800	-	-	-
01-100-5160	TRAVEL	5,700	-	-	-
01-100-5185	PROFESSIONAL FEES	20,000	1,750.00	11,100.00	55.5
100 Executive		565,575	504,160.77	523,616.32	
ADMINISTRATIVE					
01-110-5000	SALARIES	176,000	21,728.83	28,387.63	16.1
01-110-5010	SOCIAL SECURITY	13,300	1,578.54	2,061.10	15.5
01-110-5011	PENSION	16,000	-	-	-
01-110-5012	WORKERS COMP	600	51.00	193.00	32.2
01-110-5013	INSURANCE - HEALTH	46,500	2,968.38	10,572.38	22.7
01-110-5014	INSURANCE - HEALTH RETIREE	43,500	3,425.53	10,978.43	25.2
01-110-5015	CONTRIBUTION - 457	2,000	190.99	313.75	15.7
01-110-5030	EMPLOYEE WELLNESS	7,500	167.28	234.36	3.1
01-110-5050	RESERVE FOR CONTINGENCIES	10,000	-	1,973.97	19.7
01-110-5100	INSURANCE - AUTO	700	-	-	-
01-110-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-110-5105	INSURANCE - PROPERTY	7,700	3,146.93	10,995.70	142.8
01-110-5106	INSURANCE - AD&D AND LIFE	4,500	311.86	910.78	20.2
01-110-5111	CONTRIBUTIONS - TOURISM	130,900	29,000.00	48,299.00	36.9
01-110-5150	TRAINING	450	118.00	833.00	185.1
01-110-5160	TRAVEL	1,800	-	-	-
01-110-5185	PROFESSIONAL FEES	1,100	87.88	87.88	8.0
01-110-5191	COMMUNICATIONS	8,000	778.42	1,227.42	15.3
01-110-5200	ADVERTISING	6,400	-	-	-
01-110-5205	LEGAL	42,500	-	-	-
01-110-5207	PENSION ADMINISTRATIVE FEE	7,350	-	-	-
01-110-5210	OFFICE SUPPLIES	11,000	1,763.97	2,505.76	22.8
01-110-5220	POSTAGE	23,000	3,245.52	5,878.31	25.6
01-110-5230	COMPUTER EXPENSE	9,000	740.00	1,480.00	16.4
01-110-5232	IT LICENSING AND FEES	33,000	-	-	-
01-110-5235	DIGITAL ENGAGEMENT	29,000	-	2,884.12	10.0
01-110-5391	PRINCIPAL AND INTEREST ON DEBT SERVICE	154,500	-	-	-
01-110-5500	BUILDING - ARMORY	12,000	257.48	513.59	4.3
01-110-5502	BUILDING MAINTENANCE	21,000	359.75	847.50	4.0

CITY OF FROSTBURG
AUGUST 2024 BUDGET REPORT

Section 8, Item A.

Note: Audit adjustments for the year ended 06/30/24 are incomplete.

Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-110-5550	UTILITIES - BUILDING	16,000	1,389.71	1,738.26	10.9
01-110-5700	BANK FEES	1,000	-	-	-
01-110-5807	CAPITAL OUTLAY	2,375,000	585,985.49	596,254.00	25.1
110 Administrative		3,211,475	657,295.56	729,281.94	
FINANCE					
01-120-5000	SALARIES	88,000	14,010.71	17,244.13	19.6
01-120-5010	SOCIAL SECURITY	6,700	1,046.48	1,286.81	19.2
01-120-5011	PENSION	8,000	-	-	-
01-120-5012	WORKERS COMP	250	18.00	77.00	30.8
01-120-5013	INSURANCE - HEALTH	32,500	1,231.56	4,212.66	13.0
01-120-5015	CONTRIBUTION - 457	625	57.55	94.83	15.2
01-120-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-120-5105	INSURANCE - PROPERTY	3,000	505.10	3,448.39	115.0
01-120-5150	TRAINING	1,000	-	-	-
01-120-5185	PROFESSIONAL FEES	1,000	396.00	396.00	39.6
01-120-5310	AUDITING	75,000	-	-	-
01-120-5311	ACTUARIAL STUDY	5,000	-	-	-
01-120-5313	TAX COLLECTION	1,300	-	-	-
01-120-5810	RETSA OBLIGATION	9,600	-	-	-
120 Finance		232,150	17,265.40	26,871.82	
COMMUNITY DEV					
01-130-5000	SALARIES	125,000	14,280.03	19,040.03	15.2
01-130-5010	SOCIAL SECURITY	9,500	1,044.48	1,392.64	14.7
01-130-5011	PENSION	11,400	-	-	-
01-130-5012	WORKERS COMP	350	25.00	107.00	30.6
01-130-5013	INSURANCE - HEALTH	23,000	1,630.58	5,728.35	24.9
01-130-5015	CONTRIBUTION - 457	1,500	80.85	133.95	8.9
01-130-5100	INSURANCE - AUTO	700	-	720.00	102.9
01-130-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-130-5105	INSURANCE - PROPERTY	3,800	673.46	4,597.85	121.0
01-130-5150	TRAINING	500	-	-	-
01-130-5160	TRAVEL	900	-	-	-
01-130-5185	PROFESSIONAL FEES	1,000	-	-	-
01-130-5320	ECONOMIC DEVELOPMENT	3,300	454.00	2,362.00	71.6
01-130-5322	PLANNING	155,000	-	-	-
01-130-5323	PUBLIC ART	2,000	-	-	-
01-130-5401	AUTO EXPENSE	500	-	33.00	6.6
01-130-5820	COMMUNITY LEGACY PROJECTS	50,000	-	-	-
01-130-5822	SPECIAL PROJECTS	18,800	-	-	-
130 Community Dev		407,425	18,188.40	34,226.82	
CODE ENFORCEMENT					
01-140-5000	SALARIES	63,000	6,813.68	9,234.25	14.7

**CITY OF FROSTBURG
AUGUST 2024 BUDGET REPORT**

Section 8, Item A.

Note: Audit adjustments for the year ended 06/30/24 are incomplete.

Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-140-5010	SOCIAL SECURITY	4,800	482.29	653.29	13.6
01-140-5011	PENSION	5,700	-	-	-
01-140-5012	WORKERS COMP	200	15.00	63.00	31.5
01-140-5013	INSURANCE - HEALTH	22,800	1,673.62	5,780.53	25.4
01-140-5015	CONTRIBUTION - 457	750	67.13	113.73	15.2
01-140-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-140-5105	INSURANCE - PROPERTY	2,900	505.10	3,448.39	118.9
01-140-5150	TRAINING	500	-	-	-
01-140-5160	TRAVEL	500	36.50	36.50	7.3
01-140-5185	PROFESSIONAL FEES	400	-	-	-
01-140-5231	SOFTWARE AND SUBSCRIPTIONS	11,700	11,500.00	11,500.00	98.3
01-140-5330	CODE ENFORCEMENT	5,000	-	-	-
01-140-5331	CONSTRUCTION INSPECT	20,000	1,460.00	1,460.00	7.3
01-140-5332	RENTAL INSPECTION	37,500	3,100.00	3,100.00	8.3
	140 Code Enforcement	175,925	25,653.32	35,501.69	
	PUBLIC WORKS ADMIN				
01-150-5000	SALARIES	76,000	8,479.81	11,336.41	14.9
01-150-5010	SOCIAL SECURITY	5,800	623.34	833.40	14.4
01-150-5011	PENSION	6,400	-	-	-
01-150-5012	WORKERS COMP	1,600	116.00	493.00	30.8
01-150-5013	INSURANCE - HEALTH	14,000	1,016.18	3,556.06	25.4
01-150-5015	CONTRIBUTION - 457	700	80.26	130.84	18.7
01-150-5100	INSURANCE - AUTO	700	-	717.00	102.4
01-150-5102	INSURANCE - GEN LIAB	175	-	112.00	64.0
01-150-5105	INSURANCE - PROPERTY	1,900	336.73	2,298.93	121.0
01-150-5150	TRAINING	1,000	1,500.00	1,500.00	150.0
01-150-5160	TRAVEL	1,000	-	-	-
01-150-5185	PROFESSIONAL FEES	2,100	-	-	-
01-150-5193	ONE CALL CONCEPTS	2,200	90.28	90.28	4.1
01-150-5340	ENGINEERING EQUIPMENT	3,000	275.58	275.58	9.2
01-150-5341	MAPPING SUPPLIES	8,000	-	5,000.00	62.5
01-150-5342	PUBLIC WORKS	7,400	-	-	-
01-150-5400	GAS, OIL, GREASE	3,000	197.15	197.15	6.6
01-150-5420	FLEET LEASE	11,000	842.93	1,685.86	15.3
	150 Public Works Admin	145,975	13,558.26	28,226.51	
	PUBLIC SAFETY				
01-160-5000	SALARIES	1,062,000	111,447.05	152,522.81	14.4
01-160-5002	SALARIES - POLICE GRANTS	40,000	3,234.51	3,936.77	9.8
01-160-5003	COURT TIME	13,000	1,766.24	2,377.13	18.3
01-160-5010	SOCIAL SECURITY	85,000	8,531.00	11,647.95	13.7
01-160-5011	PENSION	285,000	-	-	-
01-160-5012	WORKERS COMP	72,000	5,218.00	22,177.00	30.8
01-160-5013	INSURANCE - HEALTH	257,000	15,557.26	54,620.84	21.3

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Note: Audit adjustments for the year ended 06/30/24 are incomplete.

Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-160-5015	CONTRIBUTION - 457	7,500	712.86	1,180.90	15.8
01-160-5100	INSURANCE - AUTO	6,200	644.00	7,304.00	117.8
01-160-5102	INSURANCE - GEN LIAB	1,200	31.00	1,041.00	86.8
01-160-5103	INSURANCE - POLICE PROFESSIONAL	16,700	-	10,596.00	63.5
01-160-5105	INSURANCE - PROPERTY	6,000	(812.53)	5,136.05	85.6
01-160-5150	TRAINING	25,500	1,500.00	2,900.00	11.4
01-160-5170	UNIFORMS	15,000	112.00	112.00	0.8
01-160-5180	SAFETY EQUIPMENT	1,200	90.00	90.00	7.5
01-160-5181	LAW ENFORCEMENT EQUIPMENT	18,500	1,371.79	3,124.79	16.9
01-160-5191	COMMUNICATIONS	30,500	1,976.07	2,742.34	9.0
01-160-5206	C3I CLERICAL SUPPORT	6,000	-	-	-
01-160-5210	OFFICE SUPPLIES	5,000	379.06	594.06	11.9
01-160-5230	COMPUTER EXPENSE	8,500	-	-	-
01-160-5350	FSU MOU	10,000	-	-	-
01-160-5380	POLICE REFORM	23,000	-	-	-
01-160-5390	MISCELLANEOUS EXPENSE	4,000	159.21	976.63	24.4
01-160-5400	GAS, OIL, GREASE	33,000	2,058.87	2,058.87	6.2
01-160-5401	AUTO EXPENSE	18,000	458.26	765.60	4.3
01-160-5420	FLEET LEASE	43,000	4,834.08	8,330.73	19.4
01-160-5502	JAIL AND OFFICE MAINTENANCE	4,000	183.97	222.39	5.6
01-160-5550	UTILITIES - PUBLIC SAFETY	10,000	828.68	1,067.16	10.7
01-160-5851	FIRE DEPT APPROPRIATION	255,670	-	63,917.50	25.0
160 Public Safety		2,362,470	160,281.38	359,442.52	
PUBLIC WORKS - STREET					
01-170-5000	SALARIES	296,000	33,111.00	44,746.81	15.1
01-170-5010	SOCIAL SECURITY	22,600	2,406.21	3,254.08	14.4
01-170-5011	PENSION	27,500	-	-	-
01-170-5012	WORKERS COMP	20,000	1,449.00	6,160.00	30.8
01-170-5013	INSURANCE - HEALTH	80,000	5,024.78	17,657.20	22.1
01-170-5015	CONTRIBUTION - 457	1,500	140.16	231.20	15.4
01-170-5018	UNEMPLOYMENT	200	-	-	-
01-170-5100	INSURANCE - AUTO	7,800	-	9,267.00	118.8
01-170-5102	INSURANCE - GEN LIAB	575	-	449.00	78.1
01-170-5105	INSURANCE - PROPERTY	6,000	2,664.91	7,993.93	133.2
01-170-5150	TRAINING	5,000	-	-	-
01-170-5170	UNIFORMS	8,000	324.25	324.25	4.1
01-170-5180	SAFETY EQUIPMENT	7,200	1,180.00	2,205.98	30.6
01-170-5191	COMMUNICATIONS	15,000	182.12	364.27	2.4
01-170-5210	OFFICE SUPPLIES	1,500	-	-	-
01-170-5400	GAS, OIL, GREASE	30,000	1,242.09	1,944.77	6.5
01-170-5420	FLEET LEASE	29,000	3,372.51	6,745.02	23.3
01-170-5550	UTILITIES - BUILDING	6,000	241.04	315.80	5.3
01-170-5711	SALT & ABRASIVES	150,000	-	-	-
01-170-5712	SIGN MAINTENANCE	15,000	-	-	-

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Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-170-5713	STREET EQUIPMENT MAINTENANCE	90,000	4,509.00	4,619.73	5.1
01-170-5714	STREET LIGHTING	100,000	7,252.69	9,477.90	9.5
01-170-5715	STREET MAINTENANCE REPAIRS	100,000	1,770.81	3,302.93	3.3
01-170-5716	STREET SHOP EQUIPMENT	50,000	3,153.83	4,087.98	8.2
01-170-5717	STREET LIGHTING REPAIRS	20,000	465.00	465.00	2.3
01-170-5800	CAPITAL OUTLAY	565,750	45,486.41	45,486.41	8.0
01-170-5861	STREET PAVING	200,000	77,140.00	80,492.94	40.3
01-170-5865	PARKING LOT MAINTENANCE	13,000	-	510.00	3.9
170 Public Works - Street		1,867,625	191,115.81	250,102.20	
RECREATION					
01-180-5000	SALARIES	284,000	32,340.12	43,121.35	15.2
01-180-5010	SOCIAL SECURITY	21,700	2,376.83	3,169.22	14.6
01-180-5011	PENSION	23,600	-	-	-
01-180-5012	WORKERS COMP	18,200	1,319.00	5,606.00	30.8
01-180-5013	INSURANCE - HEALTH	65,000	4,314.09	14,640.48	22.5
01-180-5015	CONTRIBUTION - 457	1,750	114.45	189.47	10.8
01-180-5100	INSURANCE - AUTO	2,900	-	2,305.00	79.5
01-180-5102	INSURANCE - GEN LIAB	550	-	449.00	81.6
01-180-5105	INSURANCE - PROPERTY	14,500	3,089.08	16,722.13	115.3
01-180-5150	TRAINING	300	-	-	-
01-180-5160	TRAVEL	750	-	-	-
01-180-5170	UNIFORMS	4,800	303.75	303.75	6.3
01-180-5180	SAFETY EQUIPMENT	500	-	-	-
01-180-5400	GAS, OIL, GREASE	9,000	717.25	777.75	8.6
01-180-5420	FLEET LEASE	23,000	1,863.65	3,727.30	16.2
01-180-5503	ARMORY EXPENSE - GYM	16,000	241.02	315.78	2.0
01-180-5504	COMMUNITY CENTER	10,000	1,148.28	1,440.54	14.4
01-180-5510	CITY PLACE	29,500	701.91	979.55	3.3
01-180-5550	UTILITIES	9,000	167.55	370.58	4.1
01-180-5720	BEAUTIFY THE BURG EXPENSE	2,000	-	-	-
01-180-5721	REC EQUIPMENT MAINTENANCE	5,000	-	-	-
01-180-5722	REC LEAGUE APPROPRIATIONS	5,000	-	-	-
01-180-5723	REC PARK MAINTENANCE EXPENSE	63,000	6,376.31	11,589.43	18.4
01-180-5724	STREET TREE MAINTENANCE	7,500	-	-	-
01-180-5725	TRAILHEAD MAINTENANCE EXPENSE	2,000	-	-	-
01-180-5726	RECREATIONAL PROGRAMS	13,000	2,684.36	3,240.38	24.9
01-180-5800	CAPITAL OUTLAY	100,900	14,559.16	15,910.52	15.8
180 Recreation		733,450	72,316.81	124,858.23	
RECREATION-POOL					
01-181-5000	SALARIES	72,000	30,937.36	42,927.13	59.6
01-181-5010	SOCIAL SECURITY	5,500	2,366.69	3,283.98	59.7
01-181-5012	WORKERS COMP	4,600	334.00	1,418.00	30.8
01-181-5018	UNEMPLOYMENT	200	-	-	-

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Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
01-181-5507	POOL OPERATING	35,000	4,301.53	7,744.57	22.1
	181 Recreation-Pool	117,300	37,939.58	55,373.68	
	RECREATION - DAY CAMP				
01-182-5000	SALARIES	24,000	10,488.70	14,723.45	61.4
01-182-5010	SOCIAL SECURITY	1,850	802.41	1,126.41	60.9
01-182-5012	WORKERS COMP	1,500	109.00	463.00	30.9
01-182-5018	UNEMPLOYMENT	200	-	-	-
01-182-5507	DAY CAMP OPERATIONS	800	139.97	139.97	17.5
	182 Recreation - Day Camp	28,350	11,540.08	16,452.83	
	RECREATION - SEASONAL				
01-183-5000	SALARIES	9,500	-	-	-
01-183-5010	SOCIAL SECURITY	725	-	-	-
01-183-5012	WORKERS COMP	600	43.00	184.00	30.7
01-183-5108	UNEMPLOYMENT	200	-	-	-
	183 Recreation - Seasonal	11,025	43.00	184.00	
	CORPORATE FUND Expenditure Totals	9,858,745	1,709,358.37	2,184,138.56	
02-000-4000	WATER SERVICE REVENUE	1,488,000	107,267.90	271,985.52	18.3
02-000-4001	INTEREST EARNED - WATER	1,500	32.87	201.06	13.4
02-000-4317	SPECIAL REVENUE	363,500	-	-	-
02-000-4401	SALE OF BULK WATER	-	-	200.00	-
02-000-4402	SALE OF METERS	5,000	900.00	900.00	18.0
02-000-4403	TAPPING FEES	4,000	1,000.00	1,000.00	25.0
02-000-4404	SUNDRY SALES	10,000	6,009.76	6,049.76	60.5
02-000-4600	INTEREST INCOME	15,000	5.16	10.31	0.1
	WATER FUND Revenue Totals	1,887,000	115,215.69	280,346.65	
	WATER - ADMIN				
02-190-5000	SALARIES	72,000	8,246.42	10,995.24	15.3
02-190-5010	SOCIAL SECURITY	5,400	597.75	797.02	14.8
02-190-5011	PENSION	6,500	-	-	-
02-190-5012	WORKERS COMP	225	16.00	69.00	30.7
02-190-5013	INSURANCE - HEALTH	18,000	1,336.45	4,669.44	25.9
02-190-5015	CONTRIBUTION - 457	850	82.41	135.84	16.0
02-190-5313	COLLECTION EXPENSE	1,000	-	-	-
02-190-5370	FMHA BOND	750	-	832.00	110.9
02-190-5600	CORPORATE OVERHEAD	95,600	7,967.00	15,934.00	16.7
	190 Water - Admin	200,325	18,246.03	33,432.54	
	WATER - FILTRATION				
02-192-5102	INSURANCE - GEN LIAB	1,300	-	1,121.00	86.2
02-192-5105	INSURANCE - PROPERTY	12,500	7,011.79	19,726.56	157.8
02-192-5106	INSURANCE - BOILER & MACHINERY	6,000	-	5,757.41	96.0

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Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
02-192-5521	PUMPING SYSTEM EXPENSE	95,000	2,226.13	9,161.91	9.6
02-192-5522	PURIFICATION PLANT MAINTENANCE	50,000	-	45.00	0.1
02-192-5710	FILTRATION CONTRACT PAYMENT	654,000	34,567.16	34,567.16	5.3
192 Water - Filtration		818,800	43,805.08	70,379.04	
WATER - SUPPLY					
02-194-5000	SALARIES	34,000	3,960.00	5,280.00	15.5
02-194-5010	SOCIAL SECURITY	2,500	302.94	403.92	16.2
02-194-5011	PENSION	3,000	-	-	-
02-194-5012	WORKERS COMP	2,300	167.00	709.00	30.8
02-194-5015	CONTRIBUTION - 457	100	-	-	-
02-194-5506	HYDRO FACILITY EXPENSE	5,000	-	-	-
02-194-5550	UTILITIES / WATER SUPPLY	5,000	300.51	422.65	8.5
02-194-5730	WATER SUPPLY EXPENSE	50,000	964.04	1,047.06	2.1
194 Water - Supply		101,900	5,694.49	7,862.63	
WATER - DISTRIBUTION					
02-196-5000	SALARIES	275,000	29,770.00	39,660.00	14.4
02-196-5010	SOCIAL SECURITY	21,000	2,187.05	2,913.52	13.9
02-196-5011	PENSION	20,500	-	-	-
02-196-5012	WORKERS COMP	17,600	1,275.00	5,421.00	30.8
02-196-5013	INSURANCE - HEALTH	82,000	4,572.34	15,595.50	19.0
02-196-5015	CONTRIBUTION - 457	1,000	48.60	80.20	8.0
02-196-5100	INSURANCE - AUTO	4,000	-	3,861.00	96.5
02-196-5102	INSURANCE - GEN LIAB	1,300	-	1,121.00	86.2
02-196-5105	INSURANCE - PROPERTY	3,200	1,427.95	4,606.64	144.0
02-196-5150	TRAINING	3,500	-	-	-
02-196-5170	UNIFORMS	4,000	272.50	272.50	6.8
02-196-5180	SAFETY EQUIPMENT	6,575	90.00	180.00	2.7
02-196-5191	COMMUNICATIONS	13,000	879.91	1,587.09	12.2
02-196-5210	OFFICE SUPPLIES	1,000	-	-	-
02-196-5390	MISCELLANEOUS EXPENSE	1,000	-	-	-
02-196-5400	GAS, OIL, GREASE	17,000	483.66	483.66	2.9
02-196-5420	FLEET LEASE	33,000	2,606.94	5,213.88	15.8
02-196-5505	CRESTVIEW PUMPING STATION EXPENSE	12,500	525.89	590.28	4.7
02-196-5550	UTILITIES - WATER DISTRIBUTION	5,000	217.69	261.94	5.2
02-196-5700	DISTRIBUTION EXPENSE	51,000	7,963.69	9,579.53	18.8
02-196-5701	DISTRIBUTION PIPE EXPENSE	11,000	-	-	-
02-196-5702	EQUIPMENT MAINTENANCE	8,000	-	-	-
02-196-5703	FIRE HYDRANTS EXPENSE	8,000	-	-	-
02-196-5704	TRANSMISSION MAINS EXPENSE	95,800	419.63	419.63	0.4
02-196-5740	METERS EXPENSE	70,000	185.64	3,424.90	4.9
196 Water - Distribution		765,975	52,926.49	95,272.27	
WATER FUND Expenditure Totals		1,887,000	120,672.09	206,946.48	

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Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
03-000-4000	SEWER CHARGES	1,817,000	46,352.85	204,070.82	11.2
03-000-4001	INTEREST EARNED - SEWER	1,800	54.08	337.79	18.8
03-000-4315	PROCEEDS FROM FUND BALANCE	23,925	-	-	-
03-000-4317	SPECIAL REVENUE	3,500	-	-	-
03-000-4404	SUNDRY SALES	1,500	-	-	-
03-000-4501	BAY RESTORATION FUND REVENUE	-	2,705.00	21,040.00	-
03-000-4503	SEWER TAP FEES	3,500	1,000.00	1,000.00	28.6
03-000-4530	PROJECT REIMBURSEMENTS	-	-	-	-
03-000-4600	INTEREST INCOME	25,000	-	-	-
000 Total		1,876,225	50,111.93	226,448.61	
03-220-4317	SPECIAL REVENUE	800,000	-	-	-
03-220-4520	CSO SURCHARGE REVENUE	401,000	11,424.00	49,077.00	12.2
03-220-4521	INTEREST EARNED - CSO SURCHARGE	500	12.18	141.87	28.4
03-220-4530	PROJECT REIMBURSEMENTS	3,092,000	-	-	-
220 Total		4,293,500	11,436.18	49,218.87	
SEWER FUND Revenue Totals		6,169,725	61,548.11	275,667.48	
SEWER - ADMIN					
03-210-5000	SALARIES	72,000	8,246.42	10,995.24	15.3
03-210-5010	SOCIAL SECURITY	5,400	597.75	797.02	14.8
03-210-5011	PENSION	6,500	-	-	-
03-210-5012	WORKERS COMP	225	16.00	69.00	30.7
03-210-5013	INSURANCE - HEALTH	18,000	1,336.51	4,669.52	25.9
03-210-5015	CONTRIBUTION - 457	850	82.41	135.84	16.0
03-210-5313	COLLECTION EXPENSE	1,000	-	-	-
210 Sewer - Admin		103,975	10,279.09	16,666.62	
SEWER - OPERATING					
03-211-5000	SALARIES	172,000	24,157.82	32,734.70	19.0
03-211-5010	SOCIAL SECURITY	13,000	1,693.89	2,298.64	17.7
03-211-5011	PENSION	19,000	-	-	-
03-211-5012	WORKERS COMP	11,000	797.00	3,388.00	30.8
03-211-5013	INSURANCE - HEALTH	71,000	5,692.01	19,973.80	28.1
03-211-5015	CONTRIBUTION - 457	1,800	170.46	281.70	15.7
03-211-5100	INSURANCE - AUTO	1,400	-	1,434.00	102.4
03-211-5102	INSURANCE - GEN LIAB	650	-	561.00	86.3
03-211-5105	INSURANCE - PROPERTY	6,800	469.47	7,405.09	108.9
03-211-5150	TRAINING	1,000	-	-	-
03-211-5170	UNIFORMS	3,000	153.70	153.70	5.1
03-211-5180	SAFETY EQUIPMENT	1,000	250.00	637.49	63.8
03-211-5191	COMMUNICATIONS	2,400	166.47	260.72	10.9
03-211-5396	BAY RESTORATION FUND EXPENSE	-	-	-	-
03-211-5400	GAS, OIL, GREASE	10,000	356.50	1,059.15	10.6
03-211-5420	FLEET LEASE	21,000	1,701.50	3,403.00	16.2

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Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
03-211-5520	PUMPING STATION MAINTENANCE	6,000	853.47	2,313.47	38.6
03-211-5600	CORPORATE OVERHEAD	241,750	20,146.00	40,292.00	16.7
03-211-5761	SANITARY COMMISSION CHARGES	1,100,000	-	-	-
03-211-5762	SANITARY COMM-TRANSMISSION PROJECTS	11,800	-	2,929.05	24.8
03-211-5763	SEWER OPERATING EXPENSE	50,000	1,077.39	10,543.87	21.1
03-211-5764	SEWER PUMPING EXPENSE	6,000	531.93	565.24	9.4
03-211-5800	CAPITAL OUTLAY - SEWER PROJECTS	30,000	-	-	-
	211 Sewer - Operating	1,780,600	58,217.61	130,234.62	
	CSO				
03-220-5391	INTEREST EXPENSE	3,200	-	2,224.23	69.5
03-220-5392	DEBT REDEMPTION	23,600	-	-	-
03-220-5800	CAPITAL OUTLAY	4,258,350	193,764.13	193,764.13	4.6
	220 CSO	4,285,150	193,764.13	195,988.36	
	SEWER FUND Expenditure Totals	6,169,725	262,260.83	342,889.60	
04-000-4000	WATER TAP SURCHARGE	668,000	41,262.64	114,895.28	17.2
04-000-4001	INTEREST EARNED SURCHARGE	1,000	14.44	188.55	18.9
04-000-4317	SPECIAL REVENUE	68,000	-	-	-
04-000-4600	INTEREST INCOME	20,000	-	-	-
	PINEY SURCHARGE FUND Revenue Totals	757,000	41,277.08	115,083.83	
	WATER SURCHARGE				
04-200-5313	COLLECTION EXPENSE	1,000	-	-	-
04-200-5390	MISCELLANEOUS EXPENSE	12,000	-	-	-
04-200-5391	INTEREST EXPENSE	56,900	-	1,753.55	3.1
04-200-5392	DEBT REDEMPTION	415,100	-	-	-
04-200-5802	CAPITAL REPAIRS	68,000	30.39	40,609.14	59.7
	PINEY SURCHARGE FUND Expenditure Totals	553,000	30.39	42,362.69	
05-000-4000	TRASH & GARBAGE CHARGES	473,000	624.00	49,375.00	10.4
05-000-4001	INTEREST EARNED - TRASH	800	-	210.94	26.4
05-000-4404	SUNDRY SALES	1,000	150.00	550.00	55.0
05-000-4600	INTEREST INCOME	3,000	-	-	-
	GARBAGE FUND Revenue Totals	477,800	774.00	50,135.94	
	GARBAGE ADMIN.				
05-230-5000	SALARIES	72,000	8,246.36	10,995.10	15.3
05-230-5010	SOCIAL SECURITY	5,400	597.74	797.00	14.8
05-230-5011	PENSION	6,500	-	-	-
05-230-5012	WORKERS COMP	225	16.00	69.00	30.7
05-230-5013	INSURANCE - HEALTH	18,000	1,336.19	4,669.13	25.9
05-230-5015	CONTRIBUTION - 457	850	82.39	135.82	16.0
05-230-5313	COLLECTION EXPENSE	500	-	-	-
	230 Garbage Admin.	103,475	10,278.68	16,666.05	

CITY OF FROSTBURG
AUGUST 2024 BUDGET REPORT

Section 8, Item A.

Note: Audit adjustments for the year ended 06/30/24 are incomplete.

Account Id	Account Description	Budget	Aug 2024 Rev/Expd	YTD Rev/Expd	% of Budget Incurred
	GARBAGE OPERATING				
05-232-5000	SALARIES	93,000	8,521.78	10,667.49	11.5
05-232-5010	SOCIAL SECURITY	7,100	615.18	771.78	10.9
05-232-5011	PENSION	8,500	-	-	-
05-232-5012	WORKERS COMP	6,000	435.00	1,849.00	30.8
05-232-5013	INSURANCE - HEALTH	22,500	2,866.25	4,926.09	21.9
05-232-5015	CONTRIBUTION - 457	750	-	-	-
05-232-5100	INSURANCE - AUTO	2,200	-	2,166.00	98.5
05-232-5102	INSURANCE - GEN LIAB	400	-	336.00	84.0
05-232-5105	INSURANCE - PROPERTY	4,500	1,081.01	4,826.93	107.3
05-232-5170	UNIFORMS	3,000	49.22	49.22	1.6
05-232-5180	SAFETY EQUIPMENT	1,000	154.00	381.99	38.2
05-232-5210	OFFICE SUPPLIES	1,000	-	-	-
05-232-5400	GAS, OIL, GREASE	14,000	245.57	948.24	6.8
05-232-5600	CORPORATE OVERHEAD	18,175	1,515.00	3,030.00	16.7
05-232-5770	ASH DUMPSTER	8,500	-	-	-
05-232-5771	BULK CLEANUP EXPENSE	10,000	-	-	-
05-232-5772	LANDFILL CHARGES	130,000	6,654.90	13,474.81	10.4
05-232-5773	SANITATION OPERATING EXPENSE	30,000	3,014.89	3,014.89	10.1
	232 Garbage Operating	360,625	25,152.80	46,442.44	
	GARBAGE FUND Expenditure Totals	464,100	35,431.48	63,108.49	

CITY OF FROSTBURG

Parks and Rec Monthly report

For the Month of August 2024

Submitted by: Gene Bittinger maintenance Supervisor

August 1 2024

Checked parks cleaned restrooms and cleaned up trash

Hauled and install new benches and trash can at the new Coal miners memorial

Checked on the number of tables and chairs for the miner memorial event on Tuesday

Took power cords over to Hoffman for the Early child event

Unload trailer

August 2 2024

Checked Parks restrooms and cleaned up trash

Fix skirting around field 8 pavilion

Weedeated grass between the steps football field

August 5 2024

Checked parks

Took appliances to new Child Care Center

Returned dry to Lowes and picked up a new one

August 6 2024

Checked parks

Took tables and chairs and canopy to new miners memorial

Helped set up at miners memorial

Checked on injured hawk at Glendening

Unlocked Hoffman park

Took supplies to the pool

Cleaned up around big pool pavilion

August 7 2024

Checked parks

Put tables, chairs and canopy away

Helped water Dept.

Cleaned trash up at the Miners Memorial

Rolled water hose up at Shaw ST field

Cleaned truck 41

Fueled truck 40

August 8 2024

Checked parks

Picked up plants with Liz

Picked up bleachers from School board

Cleaned up the shop

August 9 2024

Checked parks

Built new picnic tables for Lyon

Delivered supplies to field 8

Fixed light at field 8 concession

August 12 2024

Checked parks

Finished building and cleaned picnic tables

Hooked up water hose for pickle ball

August 13 2024

Checked parks

Installed hand railing at field 8 steps

Picked up top soil and spread it at the Day Care Center

August 14 2024

Checked parks

Cleaned pavilions for rentals

Worked on soap dispensers at field 8

Cleaned up and cut grass on the rifle range road

Dropped off and picked up tools for Lonnie's crew

Took picnic tables to Lyons park

August 15 2024

Checked parks

Fixed soap dispenser at field 8

Drained conduit at Hoffman Amphitheater

Worked on zero mower seat

Took tv to Day Care Center

August 16 2024

Checked parks

Cleaned bathrooms at Hoffman

Cut grass at Glendening

Picked up roof coating for City Place

August 19 2024

Checked parks

Cut East end, MT. Pleasant, Greene Street,

Started cutting the Dog Park

Moved Santa's house to our shop

Fixed breakers at City Place kitchen

August 20 2024

Checked parks

Finished cutting and weed eaten the Dog Park

Fixed tire on zero mower

Cut grass at City Hall, ST Mikes

Fixed fence at Hoffman and filled the dog bags

August 21 2024

Checked parks

Picked up trash cans and installed them at the pickle ball court

Put tools out for Lonnie's crew

August 22 2024

Checked parks

Weed eaten at Glendening

Started sealing City Place roof

Cleaned up after food giveaway

Fixed grill at small pool pavilion

August 23 2024

Checked parks

Cut grass at Hoffman

Got Hoffman ready for Rental

Helped water dept on a water leak

Picked up more roof coating for City Place

August 26 2024

Checked parks

Put shelving up at the Child Care Center

Put storage box together for pickle ball court

Turned bills in

Caught snake at the pool

Changed lock at field 8

August 27 2024

Checked parks

Replaced batteries in thermostats at the Child Care Center

Installed receptacles at Hoffman

Took sign down at the pool

Picked up mower parts and roof sealer

August 28 2024

Checked parks

Meant with Day Star at the Child Care Center

Finished sealing City Place roof

Meant with Castro at the Pickle ball court

August 29 2024

Checked parks

Fixed shelves in Day Care Center

Swept bathrooms at Hoffman

Cleaned weeds up in City Place parking lot

August 30 2024

Checked parks

Cleaned Hoffman bathrooms

Cleaned up around Amphitheater

Took tables and chairs to Hoffman

Drilled signs for disc golf

CITY OF FROSTBURG

Monthly Report: Street Department

For the Month of: August 2024

Submitted by: (Supervisor) Shane Elliott

August 1, 2024 – Thursday

- Picked up garbage route in center section of town
- Checked sewer complaint on Bowery Street
- Put away Napa Auto Parts delivery
- Flushed sewer main on Mt Pleasant Street
- Loaded up new benches and trash can, delivered them down to trailhead
- Checked sewer line above stone wall on Main Street for any further issues
- Marked miss utility tickets and checked them in on computer
- Checked on blacktopping contractor working on Broadway
- Removed litter on Main Street
- Picked up new cards from City Hall and had meeting with City Administrator
- Checked all sewer pumping stations
- Used blowers and brooms to clean debris off of Ormond St.
- Cleaned weed and tree growth along curb and inlets on S. Grant St.

August 2, 2024 – Friday

- Emptied city trash cans where needed on Main Street
- Replaced street name sign on Stoyer St.
- Marked Miss Utility tickets and checked them in on computer
- Swept out garage bays and empties shop trash cans
- Checked all sewer pumping stations
- Removed litter off Main Street
- Worked on smoke testing sites where needed
- Installed new sideboard on Truck 350
- Checked fluids on both garbage trucks and added where needed
- Dropped off package to Rec. Department that was delivered
- Swept and mopped breakroom, restroom and office area
- Popped troublesome manhole on Mechanic St. to check flow rate
- Removed trash debris from roadway on Maple St.
- Made repairs to sign pole on Sleeman St.
- Scheduled CDL training for one employee at Mountain Top Driving School

P.2

August 3, 2024 – Saturday

August 4, 2024 – Sunday

August 5, 2024 – Monday

- Picked up litter on Main Street, Bowery and Center Street
- Trimmed more weeds around town along curb lines
- Removed broken manhole riser on Lee Street
- Checked all sewer pumping stations – ran weekly tests on system
- Helped Parks and Rec. over at the daycare building
- Replaced broken cleanout cap on Pinecrest
- Checked and emptied city trash cans where needed
- Trimmed weeds along stone wall on Main Street
- Marked miss utility tickets and checked them in on computer
- Removed overhanging limbs on First St.
- Checked fluids and added where needed on Backhoe
- Replaced sideboards on truck #6
- Clean off catch basins around town
- Took sign inventory to order signs where needed

August 6, 2024 – Tuesday

- Picked up garbage route on west end of town
- Attended staff meeting at city hall
- Finished up street sign inventory
- Checked all sewer pumping stations
- Sent in big street sign order to Penn Global Signs
- Watered street trees and flower baskets with jetter truck
- Removed any litter on Main Street
- Dropped off traffic cones at Armstrong Insurance
- Marked miss utility tickets and checked them in on computer
- Ran sewer camera in sewer main on Ormand Street
- Used flail mower on Excavator to mow roadsides on Willow and Maple Dr.
- Picked up several dead animals in roadways throughout the day
- Washed off sewer camera equipment after use
- Filled Jetter with water after use and checked all other fluids

P.3

August 7, 2024 – Wednesday

- Picked up garbage route on east end of town
- Checked in on Contractors working on CSO project
- Marked miss utility tickets and checked them in on computer
- Trimmed overhanging tree limbs on First St.
- Readjusted loose sewer manhole on First Street
- Checked on sewer odor complaint on Frost Avenue
- Removed any litter on Main Street
- Checked and added fluids on both garbage trucks
- Installed street sign that was missing on College Avenue
- Checked all sewer pumping stations
- Ran sewer camera to check service lines for any issues
- Picked up supplies at Carquest
- Organized bolt bins and sign inventory
- Checked on blacktop contractor throughout the day
- Washed off sewer camera equipment after use
- Removed dead animal in roadway on Federal Street

August 8, 2024 – Thursday

- Picked up garbage route in center section of town
- Dropped off Truck 6 at Rubys to have tailgate repaired and welded
- Checked all CSO locations after rain event
- Opened up clogged catch basin on Shaw Street
- Marked miss utility tickets and checked them in on computer
- Greased vactor truck and filled fluids where needed
- Removed litter off Main Street
- Checked several troublesome sewer lines for any flow issues
- Installed several new signs and posts over at swimming pool
- Straightened sign post on Shaw Street
- Returned borrowed tools to Parks and Rec.
- Checked all sewer pumping stations
- Unloaded and put away flint order
- Cleaned off catch basin grates where needed
- Installed new blade on chop saw
- Greased garbage truck and added fluids where needed

P.4

August 9, 2024 – Friday

- Checked and emptied city trash cans where needed
- Picked up litter on Main Street
- Measured street signs on Bowery Street
- Checked all CSO locations and turned in report
- Ordered signs and traffic safety equipment from Econo Signs
- Marked Miss Utility tickets and checked them in on computer
- Checked all sewer pumping stations
- Drained water from diesel safety tank
- Cleaned rest room and lunch room
- Turned in invoices to be paid to city hall
- Cleaned off catch basin grates and culvert inlets around town
- Worke don water runoff issues throughout the day
- Cleaned up debris in roadways around town

August 10, 2024 – Saturday

August 11, 2024 – Sunday

August 12, 2024 – Monday

- Picked up yard waste around town
- Straightened sign post over swimming pool parking area
- Watered street trees and flower baskets
- Sealed cracks in pavement on Linden St. with crack sealer
- Cut overhanging limbs on Alley 32
- Emptied city trash cans on Main Street
- Installed new chain on Pole Saw
- Jetted out a few clogged storm lines where needed
- Removed litter off Main Street
- Cleaned out tar caddy after use
- Marked miss utility tickets and checked them in on computer
- Put down flint crosswalk on Park Lane
- Checked all sewer pumping stations – Ran weekly tests
- Picked up packages that had been delivered to MDE

P.5

August 13, 2024 – Tuesday

- Picked up west end of town garbage route
- Used backhoe to clean up around millings pile at Rec. Complex
- Checked all sewer pumping stations
- Added air to tires and checked filters on Backhoe
- Picked up litter on Main Street
- Replaced missing sign post and sign on Center Street
- Unloaded delivery of park tables
- Took measurements of outfalls and inlets in manholes on Mt Pleasant Street
- Picked up truck #6 from Ruby's
- Installed flint cross walk material on Broadway
- Marked miss utility tickets and checked them in on computer
- Picked up cross walk material from Road Safe in Cumberland
- Used tar machine to seal more cracks in roadways
- Assembled new tables for city parking lot
- Finished trimming bushes in Alley 32 for paving crew
- Swept out all garage bays and organized tools

August 14, 2024 – Wednesday

- Picked up garbage route on east end of town
- Applied more tar sealer to cracks in roadway on College Avenue
- Removed litter on Main Street
- Checked all sewer pumping stations
- Installed street sign on Centennial Street
- Removed dead animal in roadway on North Water Street
- Marked miss utility tickets and checked them in on computer
- Checked on blacktop crew throughout the work day
- Trimmed brush away from roadside on Victoria Lane
- Put away napa delivery
- Unloaded street bench delivery
- Repaired broken storm line on Mt. Pleasant
- Assembled two street benches
- Trimmed curb lines on Frost Avenue
- Put sign delivery away
- Measured water dept. holes for future blacktopping
- Picked up supplies from Lowes Home Center

P.6

August 15, 2024 – Thursday

- Picked up garbage route in center section of town
- Trimmed more weeds along curblines and used blowers to clean off debris
- Removed litter off Main Street
- Finished putting new city benches together
- Marked miss utility tickets and checked them in on computer
- Checked all sewer pumping stations
- Straightened delineators in city parking lot
- Checked on blacktop crew throughout the work day
- Installed tree guide stakes on Washington Street
- Used tar sealer machine to finish crack sealing on College Avenue
- Picked up package delivery from over at MDE
- Investigated sewer odor on Frost Ave.
- Replaced stop sign and no parking sign on Park Ave.
- Installed new delineator on Graham St.
- Cut and removed overhanging tree limbs on Depot St.
- Replaced damaged sewer cleanout cap on Water Street

August 16, 2024 – Friday

- Emptied city trash cans on Main Street where needed
- Removed litter on Main Street, Water and Broadway
- Swept garage floor and cleaned up tool benches
- Checked all sewer pumping stations
- Marked miss utility tickets and checked them in on computer
- Emptied out shop trash cans, cleaned rest room and lunch room
- Used sewer camera in line on Mt. Pleasant St.
- Performed manual Regen on Truck 10
- Made repairs to sewer tap on Mt. Pleasant St.
- Investigated sewer complaint in Braddock Estates
- Ran jetter in line to flush out Debris
- Cut grass in Ditch lines in Quantum and Axon Ct.
- Installed a new sewer cap on a cleanout off of Bannard St.
- Filled jetter truck with fuel and water
- Had an insurance meeting at garage with representative
- Picked up supplies from PVIS and Frostburg Rental

P.7

August 17, 2024 – Saturday

August 18, 2024 – Sunday

August 19, 2024 – Monday

- Removed litter off Main Street
- Greased rear controls on both Garbage Trucks
- Checked all sewer pumping stations and ran weekly tests
- Helped move furniture into the new daycare center
- Checked and emptied all city trash cans where needed
- Ran sewer camera and located sewer on Braddock Heights
- Checked on blacktop crew throughout the day
- Marked miss utility tickets and checked them in on computer
- Cut and trimmed grass along wall on Main St.
- Removed dead animal in roadway on Bowery Street
- Worked at Centennial pumping station due to issues
- Checked on sewer complaint on Armstrong
- Washed off sewer camera equipment after use
- Cut roadway around catch basin on Mt Pleasant Street

August 20, 2024 – Tuesday

- Picked up garbage route on west end of town
- Cleaned off all blacktop tools and filled roller with fluids
- Marked miss utility tickets and checked them in on computer
- Sprayed down blacktop truck bed and tailgate latches with concentrate
- Picked up litter on Main Street, Water and Broadway
- Met with pump station technician to go over issues with valves
- Picked up supplies from Lowes in LaVale
- Brought back Truck 5 from Ruby's after having tailgate repaired
- Patched several Water Department patches and installed new curb on Park Lane
- Ran Jetter Truck in sewer line on Washington St. to break up blockage
- Checked on Blacktopping crew paving Welsh Hill
- Unloaded and put away load of Blacktop Tar
- Took measurements and sizes for grate replacement at new daycare center
- Ran camera in Storm line off Talcott Ave.

P.8

August 21, 2024 – Wednesday

- Picked up garbage route on east end of town
- Added sealant to tires on mower due to leak
- Installed new lockout safety kit at Pump Station
- Used vactor truck to clean sewer line and work area on First Street
- Checked all sewer pumping stations
- Repaired hydraulic leak on vactor truck
- Picked up package that was delivered to MDE
- Cut grass in several locations where needed
- Jetted out storm line for contractor doing CSO work
- Cut roadway and began catch basin rebuild
- Emptied and cleaned out vactor over at dump site
- Poured new concrete floor in catch basin on Mt. Pleasant St.
- Washed out mixer and cleaned all concrete tools after use
- Cleaned out beds of work trucks and organized tools
- Disassembled hose assembly to break up clog on catch vac truck

August 22, 2024 – Thursday

- Picked up garbage route in center section of town
- Cut grass in front of high school
- Started to rebuilt catch basin on Mt. Pleasant St.
- Used sewer camera to locate and mark sewer taps
- Removed debris from accident on Main Street
- Checked all sewer pumping stations
- Ran jetter truck on Centennial St.
- Checked on sewer complaint on Bowery Street
- Marked miss utility tickets and checked them in on computer
- Ran jetter truck in sewer main on Bowery Street
- Checked on sewer complaint on Centennial St.
- Washed off sewer camera equipment after use
- Removed litter on Main Street
- Cut grass along curb lines on Center Street
- Washed off concrete tools after use
- Refilled water tank and checked fluids on jetter truck

P.9

August 23, 2024 – Friday

- Checked all sewer pumping stations
- Set out benches and table at the new city parking lot
- Washed off work trucks and cleaned out beds
- Took garbage truck to Cobers Cummins for repair
- Removed litter from Main Street
- Took invoices to be paid to city hall
- Cleaned rest room, lunch room and garage bays
- Marked miss utility tickets and checked them in on computer
- Emptied out all shop trash cans
- Checked and emptied all city trash cans where needed on Main Street
- Worked traffic control for water dept. on Grant Street
- Finished pouring new walls in catch basin on Mt Pleasant Street
- Used jetter truck to water street trees and flower baskets where needed
- Washed off all concrete tools after use

August 24, 2024 – Saturday

August 25, 2024 – Sunday

August 26, 2024 – Monday

- Picked up litter on Main Street, Bowery and Center Street
- Removed dead animal off of Rynex Ave.
- Used loader to push up milling pile at park
- Checked all sewer pumping stations – Ran weekly tests
- Trimmed weeds around Hoffman Pump Station
- Marked miss utility tickets and checked them in on computer
- Straightened bent sign pole hit by truck on Centennial St.
- Polished off all tables in lunch room and wiped down appliances
- Checked and emptied all city trash cans on Main Street
- Scheduled valve replacement for Centennial Hill Pump Station with contractor
- Removed concrete forms and reset catch basin grate and frame on Mt Pleasant Street
- Cut and trimmed grass in all City Lots
- Dye tested several sewer lines on east end of town
- Removed dead animal off sidewalk by elementary school
- Inspected catch basins around town to see what needs repaired

P.10

August 27, 2024 – Tuesday

- Picked up garbage route on west end of town
- Assisted with Com Bros working on Centennial Pump Station Valve replacement
- Checked on loose Manhole complaint on Main St.
- Shutdown pressurized sewer line off of Shaw St. for repairs
- Assembled new detour and traffic devices for road closures
- Marked miss utility tickets and checked them in on computer
- Replaced blown out tire on Rear of Truck 2
- Checked all sewer pumping stations
- Primed sewer pumps after work was completed
- Installed new tar seal ring in manhole on Main St.
- Used vacor truck to clean out several catch basins
- Removed litter and debris of Main Street
- Used jetter truck to unclog sewer main on Broadway
- Picked up supplies from Lowes
- Emptied and cleaned out vacor truck over at dump site
- Scrubbed and disinfected entire control and valve room of Pump Station

August 28, 2024 – Wednesday

- Picked up garbage route on the east end of town
- Checked all sewer pumping stations
- Removed glass and debris from roadway on College Avenue
- Marked miss utility tickets and checked them in on computer
- Pulled Hoffman sewer pump to unclog and reprime
- Filled water tanks on jetter and checked all fluids
- Picked up sign order from Road Safe in Cumberland
- Removed litter on Main Street and trimmed weeds
- Installed street signs in new parking lot off Mechanic Street
- Picked up supplies from Lowes Home Center
- Installed more flint material around manholes where needed
- Replaced street sign and straightened sign post on Mechanic Street
- Organized and assigned new sign cades for upcoming events
- Remove snakes from Hoffman pump station
- Trimmed tree limbs away from street signs where needed
- Replaced floor mats at Centennial hill pumping station

P.11

August 29, 2024 – Thursday

- Picked up garbage route in center section of town
- Marked miss utility tickets and checked them in on computer
- Picked up supplies from PVIS in Cumberland
- Checked all sewer pumping stations
- Put down cold patch blacktop on Main Street at handicap ramps
- Loaded up all traffic control devices for tonight's event
- Removed any litter on Main Street
- Checked on blacktop sites to check progress and any issues
- Picked up garbage truck in Grantsville after repairs were made
- Ran sewer camera on Park Ln.
- Removed dead animal on Center St.
- Checked all CSO locations
- Installed lamp post at bottom of Park Ln.
- Set up and took down traffic control devices before and after the cruise-in event

August 30, 2024 – Friday

- Checked and emptied all city trash cans where needed
- Remove litter on Main Street, Bowery and Center Street
- Cleaned rest room, lunch room and office area
- Emptied out all shop trash cans
- Removed debris off catch basin grates around town
- Checked all sewer pumping stations
- Marked miss utility tickets and checked them in on computer
- Checked all CSO's and made a report
- Loaded up detour signs, stands and barricades needed for Saturdays Military Parade
- Reset traffic barrels on Main Street
- Had all propane tanks filled at Frostburg rental
- Trimmed branches overhanging sidewalk on Center St.
- Cleaned out storage shed and removed trash
- Unloaded a delivery with skid steer bobcat
- Set out trash can at new city parking lot
- Clean off sewer camera and tools after use

August 31, 2024 - Saturday

Monthly Report: Water Department

For the Month of August 2024

Submitted by: Jim Williams, Supervisor

August 1, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Cleaned the building out back
- Greased the backhoe's & dump truck

August 2, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Data log Talcott Ave.

August 5, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Read Monthly Master Meters
- 3-final readings

August 6, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Attended staff meeting

- Cleaned the shop
- Hauled trash away
- Cleaned up brush on upper road beside shop
- Turn water on Depot Rd

August 7, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Checked water valve boxes blacktopping crew

August 8, 2024

- Checked Pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Pick up back hoe from Andy Ruby's

August 9, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final readings Braddock Hight's & Graham St.
- Delivered water meter to contractor for O Raily's Auto Store

August 12, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Assisted contractor with installing new service line Ormand St. (Galvanized)
- Final readings McCulloh St. & Hill St.
- Installed new meter Ormand St.
- Data log S. Grant St.

August 13, 2024

- Marked Miss Utility Tickets
- Checked Pumps @ Crestview Pump Station
- Assisted Rec. Dept. with installing hand railing field #8
- Cleaned the shop
- Hauled the trash away
- Data log Braddock Rd.

August 14, 2024

- Marked Miss Utility Tickets
- Checked Pumps @ Crestview Pump Station
- Repaired a 6-inch water main Mt. Pleasant St.
- Meet with plumber Depot Rd.
- Checked leak in house on Welsh Hill Rd. (pressure reducer leaking)

August 15, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Hauled junk dirt away
- Cut the grass @ shop
- Checked dirty water Beall's Lane (must have been a heavy draw in that area)

August 16, 2024

- Checked Pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Turn water back on from nonpayment Beall St. & Bowery St.
- Final reading E. College Ave.

August 19, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Pasted out lead & copper bottles
- Tried to turn water off for plumber Allegany St. (curb stop must be dug up & repaired)
- Took truck 17 to smitty's to get tire repaired
- Assisted contractor on Washington St. with new water main insulation

August 20, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Dug out holes from water leaks to be black top
- Pick up lead & copper bottles
- Cleaned the shop
- Hauled trash away
- Final reading Graham St.
- Reread water meter Victoria Lane due to low usage (owners out of town)

August 21, 2024

- Checked pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Turn water off for non-payment
- Installed new curb box & rod Allegany St. with the assisted from Street Dept. with vac truck
- Assisted contractor with clearing city right aways (water mains lines)
- Turn water back on from non-payment
- Pick up lead & copper bottles
- Installed new brake pads on truck 20

- Repaired water meter Maple St. (installed new base)

August 22, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Ticket
- Turn water off & back on for plumber to due repairs Allegany St.
- Installed new water line sighs on city right aways that were needed
- Pick up lead & copper bottles
- Turn water back on from non-payment

August 23, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final reading Grandview Dr.
- Repaired leak Grant St.

August 26, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Turned water back on to fire system E. Main St
- Final readings Water St. and Grandview

August 27, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Reread meters for non-payment to see if still off
- Cleaned shop
- Located water stop Grant St.

August 28, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final reading Shaw St.
- Greased Backhoe

August 29, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final readings Armstrong Ave. & Bowery St
- Repaired door on Backhoe

August 30, 2024

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Cleaned up Crestview Pump Station
- Final reading National Pike & Paul St.

ORDINANCE 2024-02

AN ORDINANCE TO AMEND THE CITY’S ZONING ORDINANCE (APPENDIX A OF THE FROSTBURG CODE) TO ADD BODY ART STUDIOS TO THE USES PERMITTED IN THE PRIMARY DISTRICT REGULATIONS, SUBJECT TO SPECIFIED CONDITIONS.

WHEREAS, the City of Frostburg is a municipal corporation of the State of Maryland, organized and operating under a charter (“Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and Article 23-A of the Annotated Code of Maryland, as amended;

WHEREAS, Article V, Sections 501 and 502 of the Charter empowers the City to regulate matters of zoning within the City;

WHEREAS, the City of Frostburg Zoning Ordinance (the “Zoning Ordinance”) is set forth in Appendix A of the Frostburg Code;

WHEREAS, the Planning Commission is proposing that the Zoning Ordinance be amended to allow body art studios in the same zoning districts as beauty salons, barbers, etc.;

WHEREAS, the Frostburg Planning Commission reviewed the proposed text changes during its August 20, 2024 public meeting and voted to recommend to the Mayor and Council that it adopt them; and

WHEREAS, by this Ordinance, the Mayor and Council are accepting those recommendations, subject to amendments, and are amending the Zoning Ordinance as set forth below.

NOW, THEREFORE,

SECTION 1: BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FROSTBURG, that the portion of the Use Regulations Table set forth at the beginning to Part 3 of the Zoning Ordinance applicable to service uses is amended as follows.

PART 3. PRIMARY DISTRICT REGULATIONS

Use Description	Zoning Districts										
	R1*	R2*	R2-A*	R3	R4*	RO	C1	C2	C3	C4	T-LI
Service											
Animal Groomers				SE			P	P	P		

Automobile Parking Lots and Decks							SE	P	SE		
Automobile Service Stations and Repair Garages								P		P	
Banks/Financial Institutions (with drive-through service)								SE	SE	P	
Banks/Financial Institutions (without drive-through service)				SE	SE			P	P	P	P
Beauty shop, barber shop, nail salon, tanning, spas				SE	SE			P	P	P	P
Body Art Studios				SE	SE			P	P	P	P
Cleaners, Laundromats, etc.				SE	SE			P	P	P	
Contractor Offices									P		P
Fitness Centers							SE	P	SE		
Kennels								P ¹			SE
Medical Laboratories								P	SE		P
Medical or Dental Services				SE	P	P	P	P	P		
Motels and Hotels								P	P	P	
Personal service				SE	SE			P	P		
Professional Offices				SE	P	P	P	P	P		
Sales, Service, Commercial Washing of Motor Vehicles								P	SE		
Truck Stops and Rest Areas										P	
Veterinary Services								P			

[NOTE: The amendments are set forth in bold highlighted text.]

SECTION 2: AND BE IT FURTHER ORDAINED, that Section 3.4.C(14)(b) of the Zoning Ordinance is amended by adding body art studios as a special exception use in the “R3” General Residential District as follows:

C. *Special Exceptions.* Only the following principal uses and structures are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

(14) Any of the following uses, provided that the total floor area of all structures or portions thereof devoted or intended for such uses shall not to exceed three thousand (3,000) square feet (in addition to any basement areas used solely for storage). Any new such use shall be limited to a detached building at the corner of two (2) or more public streets. Any such

use shall not be open to the public between the hours of 10:00 p.m. and 7:00 a.m.

- (a) Retail stores such as hardware, grocery, drug, variety, baked goods, antique, craft and gift, but not including sale of alcoholic beverages.
- (b) Personal service businesses such as shoe repair, beauty parlors, barbers, **body art studios**, and self-service laundries and dry cleaning stores which are pick up stations only.
- (c) Restaurants, not including drive-through service.
- (d) Banks and other financial institutions, not including drive-through service.

[NOTE – Amendments to the Zoning Ordinance are set forth in bold underlined print in this section and the remaining sections of this Ordinance.]

SECTION 3: AND BE IT FURTHER ORDAINED, that Section 3.5.C(15)(b) of the Zoning Ordinance is amended by adding body art studios as a special exception use in the “R4” Gateway Residential District as follows:

C. *Special Exceptions.* Only the following principal uses and structures are permitted as special exceptions after approval by the Board of Zoning Appeals:

.....

(15) Any of the following uses, provided that the total floor area of all structures or portions thereof devoted or intended for such uses shall not exceed three thousand (3,000) square feet of a structure. Any such use shall not be open to the public between the hours of 10:00 p.m. and 7:00 a.m.

- (a) Retail stores such as hardware, grocery, drug, variety, baked goods, antique, craft and gift, but not including the sale of alcoholic beverages.
- (b) Personal service businesses such as shoe repair, beauty parlors, barbers, **body art studios**, and self-service laundries and dry cleaning stores which are pick up stations only.
- (c) Restaurants, not including drive-through service.
- (d) Banks and other financial institutions, not including drive-through service.

SECTION 4: AND BE IT FURTHER ORDAINED, that Section 3.7.B of the Zoning Ordinance is amended by adding body art studios as a permitted use in the "C1" University Corridor/Mixed-Use District as follows:

B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C1" district:

.....

(21) Body art studios.

SECTION 5: AND BE IT FURTHER ORDAINED, that Section 3.8.B and 3.8.C. of the Zoning Ordinance are amended by adding body art studios as a permitted use in the "C2" Highway Commercial District as follows:

B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C2" district:

....

(36) Body art studios.

C. *Special Exceptions.* The following uses are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

~~(7) Body art studios.~~

SECTION 6: AND BE IT FURTHER ORDAINED, that Sections 3.9.B and 3.9.C. of the Zoning Ordinance are amended by adding body art studios as a permitted use in the "C3" Town Center District as follows:

B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C3" district:

....

(32) Body art studios.

C. *Special Exceptions.* The following uses are permitted as special exceptions after approval by the Board of Zoning Appeals:

....

~~(9) Body art studios.~~

SECTION 7: AND BE IT FURTHER ORDAINED, that Section 3.10.B of the Zoning Ordinance is amended by adding body art studios as a permitted use in the "C4" Gateway Commercial District as follows:

B. *Permitted Uses.* Only the following principal uses and structures are permitted in the "C4" district:

....

(11) Body art studios.

SECTION 8: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect twenty (20) days from the date of its passage.

MAYOR AND CITY COUNCIL OF FROSTBURG

By: _____
Todd Logsdon, Mayor

Elizabeth Stahlman, City Administrator

Introduced: _____, 2024
1st Hearing: _____, 2024
Adopted: _____, 2024
Effective: _____, 2024

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 6-1 OF DIVISION I (TITLED “GENERAL PROVISIONS) AND SECTIONS 6-3 TO 6-9 AND 13 OF DIVISION II (TITLED “WATER SERVICE”) FOR THE PURPOSE OF ALLOWING FOR GREATER FLEXIBILITY IN PERFORMING METER READINGS AND OBTAINING ACCESS TO METERS (SECTION 6-6), REVISIONS TO THE LEAK ADJUSTMENT POLICY (SECTION 6-7), THE PROHIBITION AGAINST TAMPERING (SECTION 6-8), DELINQUENT UTILITY ACCOUNTS,(SECTION 6-9) AND OTHER MISCELLANEOUS CHANGES TO THE SECTIONS OF ARTICLE I AND II OF THE CITY CODE.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND that Section 6-1, 6-3 to 6-9, and Section 6-13 of Article 6 of the Frostburg City Code be and are hereby repealed and reenacted with amendments, to read as is set forth in the attached Exhibit A [NOTE: a text-edited version of the repealed and reenacted sections is attached hereto as Exhibit B]:

SECTION 2: BE IT FURTHER ORDAINED, that this ordinance shall take effect on the date of its passage.

THE MAYOR AND CITY COUNCIL OF
FROSTBURG

By: _____
Todd Logsdon, Mayor

ATTEST:

Elizabeth Stahlman, City Administrator

Introduced:
Public Hearing:
Adopted:
Effective:

DIVISION I. GENERAL PROVISIONS**Sec. 6-1. Definitions.**

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

Commissioner means the Commissioner of Water, Parks and Recreation.

Customer means any person, firm, partnership, association, corporation, company, or organization of any kind receiving water, garbage, and/or sewage service from the City, whether residing or located within or outside the City's corporate limits. It also means tenants of properties where said services are provided, without regard to whether they are responsible for paying for such services under their lease agreements.

Delinquent utility account means a utility account with fees which are due and unpaid fifty (50) days after the bill due date.

Dormant utility account means a utility account which is exempt from City charges.

Garbage service means the service provided by the City under the Municipal Solid Waste Ordinance.

Sewage service means sewage removed by the City in accordance with the terms of a cooperative arrangement with the Allegany County Sanitary Commission.

Utility account fees means and includes fees for water, sewer and garbage service, water surcharges, combined sewer overflow surcharges, Bay Restoration Fees, fees for supplementary readings, shutoff notification fees, non-sufficient fund fees, turn-on fees, water meter fees, other utility fees as provided in the Schedule of Municipal Fees, and interest on said fees.

Water service means water furnished by the City through its Water Department.

Sec. 6-2. Dormant utility accounts—Applications; billing; termination of utility connections.

- (a) *Application for dormant utility account status.* Any person who owns a vacant parcel with existing water and/or sewer service connections may apply to have that parcel be treated as a dormant utility account. Applications must be made in writing and shall be submitted to the Director of Finance. The Director of Finance shall consult with Water Department personnel to ascertain whether a parcel is eligible for treatment as a dormant account.

- (b) *Eligibility for dormant utility account status.* Applications for dormant utility account status shall be granted if the following criteria are met.
 - (1) No principal or accessory structures which are capable of being plumbed may be located on the subject parcel.
 - (2) The parcel must remain disconnected from City water and sewer service for four (4) consecutive quarters following the date an application is accepted.
 - (3) The utility account must be current and have no outstanding fees.
- (c) *Billing.*
 - (1) If water and/or sewer service is reconnected during the first four (4) quarters following the granting of an application for dormant utility status shall pay all surcharges and other charges that would have been billed during that time frame had the application been denied.
 - (2) An application fee of \$50.00 must be paid at the time an application is made. Every parcel which is a dormant utility account as of January 1 of each year shall be required to pay an annual dormant utility account fee in the amount of \$50.00, regardless of whether water and/or sewer service is resumed during that time frame
 - (3) Failure to pay the dormant utility account fee within thirty (30) days of invoicing will result in the loss of the dormant utility account status.
- (d) *Termination of utility connections.* If a property owner elects to disconnect from the utility connections for a parcel, any work required for that purpose shall be performed by a private contractor and inspected by the City at the property owner's expense. The water utility line shall be physically disconnected on the property owner's side of the curb stop. The sewer service shall be physically disconnected and capped. The sewer cap shall be inspected and approved by the Street Department before it is backfilled. A property owner who wishes to reconnect utility service following its disconnection shall pay all costs and fees for the applicable tap(s) prior to the reconnection of service.

DIVISION II. WATER SERVICE

Sec. 6-3. Water service connections.

- (a) *Application for connection.* Any person seeking water service shall make application to the Community Development Department and provide such

information deemed necessary to determine where the curb stop should be located and the size of the tap. Any connection permit in which the user expects to exceed one hundred thousand (100,000) gallons per day shall be reviewed and approved by the Director of Public Works; the City reserves the right to deny any application for a water connection should the estimated daily usage interfere with the City's ability for long term growth as identified in the City's Water Capacity Management Plan.

- (b) *Sprinkler systems.* Structures with automated sprinkler systems shall have two (2) separate service lines from the curb stop to the sprinklered structures, one (1) for regular usage and the other for sprinkler system usage. The water line for regular usage shall be metered. The line for sprinkler system usage shall be equipped with:
 - (1) A flow detector, an audible alarm and a check valve on the property owner's side of the curb stop; or
 - (2) Other systems which meet the requirements of the State Fire Marshal.

- (c) *Extending water service outside of City limits.*
 - (1) *Authority to extend.* Upon the recommendation of the Commissioner of Public Works and the Director of Public Works and with the approval of the City Council, the City's water mains may be extended to the City's municipal boundaries for the purpose of allowing persons who reside outside of City limits to connect to the City's water system.
 - (2) *Conditions for extension.* Connection to the City's water system shall be conditioned upon:
 - a. Verification that water service is or could be made available at the desired location;
 - b. Verification that the water service is or could be made available to the subject property;
 - c. The subject property being located outside of a service area operated by Allegany County, another government entity, or a water company;
 - d. The applicant's execution of an agreement, binding upon the owners and all future owners of the property where water service shall be extended, consenting to its annexation into the City; and
 - e. The connecting mains meeting or exceeding the City's requirements.
 - (3) *Prohibition against outside of State connections.* City water service shall not be extended outside of the State under any circumstances.

Sec. 6-4. Water-only service.

- (a) *Availability and restrictions.* The City may offer a water-only utility service for residential accounts and commercial accounts with monthly usage that does not exceed fifty thousand (50,000) gallons. Such service may be used exclusively for irrigation purposes. No water from a property supplied with water-only service shall enter into the City's sanitary sewer system.
- (b) *Permitted connections.* Water-only service may be provided exclusively by means of a separate service connection or a deduct meter.
- (c) *Applications.* Written applications for water-only service shall be submitted to the City Administrator. They shall include an explanation of the need for the service and shall state whether a separate service connection or deduct meter is proposed and the proposed location for the same. Such an application may not be granted unless the Director of Public Works, after consulting with Water Department personnel, determines that such service is unlikely to result in the flow of water into the sanitary sewer system.
- (d) *Billing.* The City will bill for water-service-only accounts on a regular basis. Those bills will include volumetric charges for the water consumed and any applicable water surcharges or City or State water consumption-related charges and fees. No other charges shall be included nor shall any other services be provided unless there is no full-service utility account for that location.
- (e) *Connection fees.* A customer whose application for a water-only service has been approved shall pay for a new remotely read meter (including any other required materials) in accordance with the Schedule of Municipal Fees set forth in the annual budget ordinance. In addition, the customer shall pay a one-time set up charge of \$250.00. If the lot where water-only service is being set up is not served with water by means of a full-service account, the customer shall also pay all costs required for the establishment of new service as provided for in the Schedule of Municipal Fees set forth in the annual budget ordinance.
- (f) *Termination of service for violations.*
 - (1) *Water entry into sanitary sewer.* If water from a property with water-only service enters the sanitary sewer, said service will be terminated immediately and will not be restored until such time as the customer installs, constructs and/or implements measures that will rectify the matter.
 - (2) *Unauthorized use.* The use of water-only service for purposes other than irrigation shall result in the termination of that service for a period of forty-five (45) days for a first offense and permanently for a second offense. Such use shall constitute tampering under section 6-8 and shall also be subject to the penalties provided for therein.

Sec. 6-5. Meter requirement; meter purchase, installation and maintenance.

(a) *Responsibility for installation, repair and maintenance.*

- (1) *City responsibilities.* The City shall be responsible for the installation, repair and maintenance of a water tap and the service line extending from its main to and including the curb stop, i.e., the curb valve.
- (2) *Prohibited work.* No persons other than City Water Department personnel shall perform any such work unless the City Engineer grants them written permission to do so. Property owners shall not be permitted to perform any work within the City's right-of-way.

(b) *Water meters required; purchase; installation and maintenance.*

- (1) *Generally.* Except as set forth in subsection (2) hereinafter, the following provisions shall apply:
 - a. Each structure on a lot of record being supplied with City water, including the individual units in duplexes, townhomes and similar style residential structures, which are on separate lots of record, must have a separate meter. The City will not allow for, supply or maintain more than one (1) meter per lot of record. The City Council may grant exceptions to this rule in special and unique circumstances. Existing lots of record with more than one (1) meter as of the date of the enactment of this paragraph shall be allowed to continue until January 1, 2040, at which time they must comply with the terms of this paragraph.
 - b. Property owners shall pay the fee for meters and meter installation set forth in the Schedule of Municipal Fees set forth in the annual budget before a meter is installed.
 - c. All such meters must be purchased from the City. The City reserves the right to terminate water service for properties that are not in compliance with this requirement.
 - d. Meters shall remain under the control of and be accessible to the City at all times. Water service to a property may be terminated if the owner does not allow City personnel to access the meter.
 - e. The water meter shall be properly functioning and capable of being read before water service is restored to a property where it has been shut off.
 - f. The City will make all repairs which are necessary to ensure that the meters compliant with these provisions are in good operating condition. The City shall bear the costs of repairs and the replacement of these meters, as it deems to be necessary, except in instances of tampering, abuse, misuse

and neglect, in which event the property owner shall bear those costs. Neglect includes, but is not limited to, an owner's failure to prevent the meter from freezing.

(2) *Exceptions.* The following exceptions to the general provisions of subsection (1) shall be narrowly construed and shall only apply to the extent they conflict with subsection (1). The terms of subsection (1) which do not conflict with the terms of this subsection shall remain in effect.

- a. *New construction—Meters installed by plumber.* State-licensed plumbers may install water meters for new construction. Such meters must be supplied by and purchased from the City. Once installed, the meters shall be inspected and approved by the Water Department before water service is provided.
- b. *Installation/repairs for water companies and large commercial customers.* Water companies and large commercial customers shall be responsible for and bear the costs of the purchase, installation, repair, replacement and relocation of their water meters, meter housings and accessories. The foregoing must be approved by the Director of Public Works prior to installation and, once installed, they shall be inspected and approved by the Water Department before water service is provided.

(c) *Repair of private/service lines; leaks.*

(1) *Prohibitions.*

- a. *Private property and water lines.* Except for meter inspection, repair and replacement, the City shall not provide any services or repairs on private property. The City customarily will not install, perform maintenance on or repair private water lines, including, but not limited to the lines running from curb stops to meters on private property.
- b. *Service lines.* Property owners shall be responsible for the installation, repair and maintenance of service lines extending from the curb stop into their properties. City personnel are specifically prohibited from performing any of this work.

(2) *Leaks.*

- a. Upon a call for assistance relative to a leak in a service line from the curb stop into a property, the City may shut off water service at the curb stop. Water service shall be restored upon the completion of repairs.

- b. If water service is shut off due to a leak inside of a structure, it will not be restored until a shut off valve is installed between the curb stop and the meter, inside the structure. The City shall not bear the cost or install the shut-off valve.

Sec. 6-6. Meter reading.

- (a) *Frequency.*, The City shall read each water meter on a schedule as approved by the Mayor and Council.
- (b) *Remote/on-location readings.* Where possible, the City shall install meters that allow for remote off-property readings.
- (c) *Estimated readings.* When the City is unable to obtain a reading, an estimated reading shall be calculated for the billing cycle based on an average of the four (4) most recent readings that reflect typical usage.
- (d) *Property owner-provided readings.* Property owners or tenants may provide the City with meter readings either by telephone, fax, email, or in writing on the City's form. Such readings shall be provided sufficiently in advance of the billing date such that they can be included in the bill for the applicable billing cycle. Failure to provide such readings in a timely manner may result in billing on an estimated reading. Private-owner readings shall be permitted no more than six (6) consecutive billing cycles.
- (e) *Meter access.* In the event a meter cannot be read remotely, the property owner shall grant the City access to the meter. Failure to allow the Water Department to access the meter within ninety (90) days of written notice shall result in a penalty on the utility bill in the amount of \$200.00. Water service may also be terminated until access to the meter is provided.

Sec. 6-7. Leak adjustment policy.

Commencing July 1, 2020, leak adjustments may be granted once every four (4) years. Applications for leak adjustments shall be submitted to the Director of Finance utilizing City approved forms. To be eligible for relief, the property owner must submit the application within forty-five (45) days of the billing date for the monthly billing period for which the relief is sought. The application will require that the owner submit documentation showing that: (i) there was a leak, (ii) the leak has been repaired, and (iii) the leak was not caused by the gross negligence of the owner, including, but not limited to, allowing the pipes or water meter to freeze. Examples of evidence that a leak was repaired may include a plumber or handyman invoice, proof of parts purchased, before and after photos, or other written explanations. The leak adjustment application must be completed with all relevant documentation within thirty (30) days of the due date of the bill for which relief is sought for the adjustment to be approved. The Director of Finance or the City Administrator may approve leak adjustment applications.

The leak adjustment shall be calculated in the following manner:

1. Determine the average water consumption of the most recent twelve (12) months that reflect normal usage. If a property owner has owned the property for less than twelve (12) months, annual consumption for this calculation will be the greater of thirty-eight thousand (38,000) gallons or actual metered consumption during the period of specific property ownership.
2. Determine the estimated leak volume by subtracting the average water consumption from the total water consumption of the current billing period.
3. Multiply the estimate leak volume by fifty percent (50%).
4. Add the reduced estimated leak (step 3) to the average consumption (step 1) to determine the leak-adjusted amount of water.

Standard water rates would apply to the leak-adjusted consumption. For multi-tenant commercial properties or multi-family units, the City Administrator may grant one (1) additional leak adjustment within a four-year period preceding the date of an application for relief, provided the leak did not occur in a separately-metered unit owned or occupied by a person or persons who were given relief during the four-year period preceding the application for a leak adjustment. Additional leak adjustments may be approved by the Mayor and City Council on a case-by-case basis. A leak adjustment shall only apply to the bill for one (1) billing cycle. The leak adjustment applies to the water and sewer charges for that particular billing cycle.

Sec. 6-8. Tampering.

Any person who: (i) tampers with or turns on a City-owned curb stop which has been shut off; (ii) alters, obstructs or interferes with the readings of a water meter; (iii) defaces, injures or destroys any water meter, curb stop, or any part of a water meter or curb stop; or (iv) use of water from water-only service for purposes other than irrigation shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. It shall be rebuttably presumed that the water customer committed the infraction in the event water is metered following the date water service is terminated. Additionally, the City may terminate water service at the subject location. As stated in the City Code, the City Water Department shall refer all incidences of tampering to the Frostburg Police Department for investigation and, if appropriate, the institution of criminal charges.

Sec. 6-9. Delinquent utility accounts; interest after bill due date.

- (a) *Discontinuance of water service.* All delinquent utility accounts are subject to the discontinuation of water service. A shutoff penalty is added to the delinquent account balance upon notification to the Water Department of the accounts which are subject to termination of water service.

- (b) *Appeals.* Any customer with a delinquent utility account who, , disputes the amount owed or claims that special circumstances exist which prevent or otherwise affect full payment of the balance due shall notify the Finance Department , stating the details regarding the dispute or claim. The Director of Finance or their designee may authorize payment of the delinquent amount through a payment plan deemed to be appropriate under the circumstances present. The submission of the dispute of claim in a timely manner, i.e., before water service is discontinued, shall operate to delay the discontinuation of water service until such time as the Director of Finance or their designee makes a decision on the dispute or claim. Failure to comply with a payment plan shall result in the discontinuation of water service without further notice being provided.
- (c) *Interest on unpaid balances after due date.* If a utility account billing is not paid twenty-five days after the bill due date, interest thereon shall accrue commencing at that time. The interest percentage shall be set in the Schedule of Municipal Fees in the annual budget ordinance. Accrued and unpaid interest shall be added to the balance due on the utility bill.
- (d) *Reinstitution of water service.* Water service that has been terminated may not be reinstated until the entire outstanding balance of the account is paid or, upon the approval of a payment plan by the Director of Finance or their designee for the payment of that balance.
- (e) *Lien on property.* The balance due on an unpaid utility account shall constitute a lien against the real property and improvements thereon where the services were provided. Notice of the lien may be recorded among the records of the Circuit Court for Allegany County, Maryland. The lien will continue until such time as the balance due is paid. This remedy will be in addition to the right of the City to initiate appropriate civil proceedings for the collection of any and all such accrued charges in a court of competent jurisdiction.

Sec. 6-10. Remedies joint and several.

All applicable remedies for violations of the preceding sections of this division and on account of the nonpayment of water bills may be pursued jointly and severally and consecutively or concurrently.

Sec. 6-11. Water conservation.

- (a) The City Council shall have the authority to declare a water conservation emergency. Such declaration is subject to the approval of a majority of the members of Council and only with the affirmative recommendation of the Commissioner. The Council may declare such an emergency for such a period of time as they deem necessary to properly protect and conserve the City's water supply.
- (b) Upon the declaration of an emergency, it shall be unlawful for any customer or the customer's agents, servants, employees, or family

members to permit City water to run or flow through any spigots, hydrants, or pipes on the customer's premises except such water as is actually and absolutely necessary for ordinary household purposes. The term "ordinary household purposes" shall not include the watering of lawns, washing of automobiles, use of sprinkler systems, or the use of machinery operated by water power.

- (c) If, in the opinion of the Council, the water conservation measures described in subsection (b) of this section are insufficient to properly conserve the City's water resources, the Council may institute a water rationing program. Such water rationing program may include setting maximum per-capita water usage limits on users of the City water supply or such other measures as deemed appropriate.
- (d) All consumers of City water must comply with these provisions. Those customers living inside the City are subject to the penalties set forth herein. Consumers of City water who are outside of City limits are subject to the provisions of the Water Service Agreements between the City and the County,
- (e) Any person who violates the terms of this section shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code.

Sec. 6-12. Wells.

- (a) *Private wells.* It shall be unlawful for any person, corporation, or organization to operate a private well water supply system within the corporate limits of the City unless the Council grants permission therefor by order or resolution. In considering whether to grant such an exception, the following criteria shall be considered:
 - (1) Whether the proposed use of the well is for agricultural purposes;
 - (2) Whether there is a potential for the well water to infiltrate the City water system; and
 - (3) Whether such water would eventually enter into the sewer system of the City.

Exceptions to the prohibition against private wells shall not be granted for non-agricultural commercial or residential uses.

- (b) *Penalties.* Any person who violates the terms of this section shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. In addition to the fines levied hereunder, the City may require the violator to disconnect the privately owned system. In the event that such violator does not disconnect from the privately owned system, the City shall have the authority to enter upon the lands of the violator and cause such a disconnection. The cost for making this

disconnection shall be assessed to the violator in addition to such other penalties as are provided herein or by law.

Sec. 6-13. Frostburg dwelling equivalent and surcharges.

- (a) A Frostburg dwelling equivalent ("FDE"), is an equivalent dwelling unit determined by the City for the purpose of determining "surcharges", based on the volume of water consumed for water and sewer service.
- (b) An FDE represents thirty-eight thousand (38,000) gallons per year (or an average of one hundred four (104) gallons per day)
- (c) FDE's are determined as follows:
 - (1) Single-family residential structure: One (1) FDE.
 - (2) Multifamily residential structure: One (1) FDE per unit or one (1) FDE per thirty-eight thousand (38,000) gallons for the prior year, whichever is higher.
 - (3) Commercial: One (1) FDE per thirty- eight thousand (38,000) gallons for the prior year.
 - (4) Mixed-use: Minimum of one (1) FDE per use type, calculated in accordance with subsections b. and c. above.
 - (5) Rounding up: FDE's shall be rounded up if the calculation of FDE's yields a decimal greater than .50 for a commercial, multi-family residence, or mixed use property,

DIVISION I. GENERAL PROVISIONS

Sec. 6-1. Definitions.

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

Commissioner means the Commissioner of Water, Parks and Recreation.

Customer means any person, firm, partnership, association, corporation, company, or organization of any kind receiving water, garbage, and/or sewage service from the City, whether residing or located within or outside the City's corporate limits. It also means tenants of properties where said services are provided, without regard to whether they are responsible for paying for such services under their lease agreements.

Delinquent utility account means a utility account with fees which are due and unpaid ~~after fifty (50) ninety (90) days from after the bill due date of billing.~~ after fifty (50) ninety

Dormant utility account means a utility account which is exempt from City charges.

Garbage service means the service provided by the City under the Municipal Solid Waste Ordinance.

Sewage service means sewage removed by the City in accordance with the terms of a cooperative arrangement with the Allegany County Sanitary Commission.

Utility account fees means and includes fees for water, sewer and garbage service, water surcharges, combined sewer overflow surcharges, Bay Restoration Fees, fees for supplementary readings, shutoff notification fees, non-sufficient fund fees, turn-on fees, water meter fees, other utility fees as provided in the Schedule of Municipal Fees, and interest on said fees.

Water service means water furnished by the City through its Water Department.

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DIVISION II. WATER SERVICE

Sec. 6-3. Water service connections.

- (a) *Application for connection.* Any person seeking water service shall make application to the Community Development Department and provide such information deemed necessary to determine where the curb stop should be located and the size of the tap. Any connection permit in which the user expects to exceed one hundred thousand (100,000) gallons per day shall be reviewed and approved by the Director of Public Works ~~and the Commissioner~~; the City reserves the right to deny any application for a water connection should the estimated daily usage interfere with the City's ability for long term growth as identified in the City's Water Capacity Management Plan.
- (b) *Sprinkler systems.* Structures with automated sprinkler systems shall have two (2) separate service lines from the curb stop to the sprinklered structures, one (1) for regular usage and the other for sprinkler system usage. The water line for regular usage shall be metered. The line for sprinkler system usage shall be equipped with:
 - (1) A flow detector, an audible alarm and a check valve the property owner's side of the curb stop; or
 - (2) ~~Such o~~Other systems which meet the requirements of the State Fire Marshal.
- (c) *Extending water service outside of City limits.*

- (1) *Authority to extend.* Upon the recommendation of the Commissioner of Public Works and the Director of Public Works and with the approval of the City Council, the City's water mains may be extended to the City's municipal boundaries for the purpose of allowing persons who reside outside of City limits to connect to the City's water system.
- (2) *Conditions for extension.* Connection to the City's water system shall be conditioned upon:
 - a. Verification that water service is or could be made available at the desired location;
 - b. Verification that the water service is or could be made available to the subject property;
 - c. The subject property being located outside of a service area operated by Allegany County, another government entity, or a water company;
 - d. The applicant's execution of an agreement, binding upon the owners and all future owners of the property where water service shall be extended, consenting to its annexation into the City; and
 - e. The connecting mains meeting or exceeding the City's requirements.
- (3) *Prohibition against outside of State connections.* City water service shall not be extended outside of the State under any circumstances.

Sec. 6-4. Water-only service.

- (a) *Availability and restrictions.* The City may offer a water-only utility service for residential accounts and commercial accounts with monthly usage that does not exceed fifty thousand (50,000) gallons. Such service may be used exclusively for irrigation purposes. No water from a property supplied with water-only service shall enter into the City's sanitary sewer system.
- (b) *Permitted connections.* Water-only service may be provided exclusively by means of a separate service connection or a deduct meter.
- (c) *Applications.* Written applications for water-only service shall be submitted to the City Administrator. They shall include an explanation of the need for the service and shall state whether a separate service connection or deduct meter is proposed and the proposed location for the same. Such an application may not be granted unless the Director of Public Works, after consulting with Water Department personnel, determines that such service is unlikely to result in the flow of water into the sanitary sewer system. ~~The City Council reserves the right to reject any application submitted by an applicant who has had a delinquent utility account within the three year period preceding the date of the submission of the application.~~
- (d) *Billing.* The City will bill for water-service only accounts on a regular basis. Those bills will include volumetric charges for the water consumed and any applicable water surcharges or City or State water consumption-related charges and fees. No other charges shall be included nor shall any other services be provided unless there is no full-service utility account for that location.
- (e) *Connection fees.* A customer whose application for a water-only service has been approved shall pay for a new remotely read meter (including any other required materials) in accordance with the Schedule of Municipal Fees set forth in the annual budget ordinance. In addition, the customer shall pay a one-time set up charge of \$250.00. If the lot where water-only service is being set up is not served with water by means of a full-service account, the customer shall also pay all costs required for the establishment of new service as provided for in the Schedule of Municipal Fees set forth in the annual budget ordinance.
- (f) *Termination of service for violations.*
 - (1) *Water entry into sanitary sewer.* If water from a property with water-only service enters the sanitary sewer, said service will be terminated immediately and will not be restored until such time as the customer installs, constructs and/or implements measures that will rectify the matter.
 - (2) *Unauthorized use.* The use of water-only service for purposes other than irrigation shall result in the termination of that service for a period of forty-five (45) days for a first offense and permanently for a

second offense. Such use shall constitute tampering under section 6-8 and shall also be subject to the penalties provided for therein.

Sec. 6-5. Meter requirement; meter purchase, installation and maintenance.

(a) *Responsibility for installation, repair and maintenance.*

- (1) *City responsibilities.* The City shall be responsible for the installation, repair and maintenance of a water tap and the service line extending from its main to and including the curb stop, i.e., the curb valve.
- (2) *Prohibited work.* No persons other than City Water Department personnel shall perform any such work unless the City Engineer grants them written permission to do so. Property owners shall not be permitted to perform any work within the City's right-of-way.

(b) *Water meters required; purchase; installation and maintenance.*

- (1) *Generally.* Except as set forth in subsection (2) hereinafter, the following provisions shall apply:
 - a. Each structure on a lot of record being supplied with City water, including the individual units in duplexes, townhomes and similar style residential structures, which are on separate lots of record, must have a separate meter. The City will not allow for, supply or maintain more than one (1) meter per lot of record. The City Council may grant exceptions to this rule in special and unique circumstances. Existing lots of record with more than one (1) meter as of the date of the enactment of this paragraph shall be allowed to continue until January 1, ~~2030~~ 2040, at which time they must ~~be in compliance.~~ comply with the terms of this paragraph.
 - b. Property owners shall pay the fee for meters and meter installation set forth in the Schedule of Municipal Fees set forth in the annual budget before a meter is installed.
 - c. All such meters must be purchased from the City. The City reserves the right to terminate water service for properties that are not in compliance with this requirement.
 - d. Meters shall remain under the control of and be accessible to the City at all times. Water service to a property may be terminated if the owner does not allow City personnel to ~~read and inspect meters access the meter.~~
 - e. The water meter shall be properly functioning and capable of being read before water service is restored to a property where it has been shut off.
 - f. The City will make all repairs which are necessary to ensure that the meters compliant with these provisions are in good operating condition. The City shall bear the costs of repairs and the replacement of these meters, as it deems to be necessary, except in instances of tampering, abuse, misuse and neglect, in which event the property owner shall bear those costs. Neglect includes, but is not limited to, an owner's failure to prevent the meter from freezing.
- (2) *Exceptions.* The following exceptions to the general provisions of subsection (1) shall be narrowly construed and shall only apply to the extent they ~~are in~~ conflict with subsection (1). The terms of subsection (1) which ~~do are~~ not ~~in~~ conflict with the terms of this subsection shall remain in effect.
 - a. *New construction—Meters installed by plumber.* State-licensed plumbers may install water meters for new construction. Such meters must be supplied by and purchased from the City. Once installed, the meters shall be inspected and approved by the Water Department before water service is provided.
 - b. *Installation/repairs for water companies and large commercial customers.* Water companies and large commercial customers shall be responsible for and bear the costs of the purchase, installation, repair, replacement and relocation of their water meters, meter housings and accessories. The foregoing must be approved by the ~~City Engineer.~~ Director of Public Works prior

to installation and, once installed, they shall be inspected and approved by the Water Department before water service is provided.

(c) *Repair of private/service lines; leaks.*

(1) *Prohibitions.*

- a. *Private property and water lines.* Except for meter inspection, repair and replacement, the City shall not provide any services or repairs on private property. The City ~~shall~~ customarily will not install, perform maintenance on or repair private water lines, including, but not limited to the lines running from curb stops to meters on private property. ~~There are no exceptions to these prohibitions.~~
- b. *Service lines.* Property owners shall be responsible for the installation, repair and maintenance of service lines extending from the curb stop into their properties. City personnel are specifically prohibited from performing any of this work.

(2) *Leaks.*

- a. Upon a call for assistance relative to a leak in a service line from the curb stop into a property, the City may shut off water service at the curb stop. Water service shall be restored upon the completion of repairs.
- b. If water service is shut off due to a leak inside of a structure, it will not be restored until a shut off valve is installed between the curb stop and the meter, inside the structure. The City shall not bear the cost or install the shut-off valve.

Sec. 6-6. Meter reading.

- (a) *Frequency.* ~~At the discretion of the Director of Finance, the~~ City shall read each water meter ~~either quarterly or monthly on a schedule as approved by the Mayor and Council. Commercial, industrial, and multifamily accounts that on average exceed fifty thousand (50,000) gallons per month over the previous four (4) quarters shall be billed on a monthly cycle.~~
- (b) *Remote/on-location readings.* Where possible, the City shall install meters that allow for remote off-property readings.
- (c) *Estimated readings.* When the City is unable to obtain a reading, an estimated reading shall be calculated for the billing cycle based on an average of the four (4) most recent readings that reflect typical usage.
- (d) *Property owner-provided readings.* Property owners or tenants may provide the City with meter readings either by telephone, fax, email, or in writing on the City's form. Such readings shall be provided sufficiently in advance of the billing date such that they can be included in the bill for the applicable billing cycle. Failure to provide such readings in a timely manner may result in billing on an estimated reading. Private-owner readings shall be permitted no more than ~~three (3)~~ six (6) consecutive billing cycles.
- (e) *Meter access.* In the event a meter cannot be read remotely, the property owner shall grant the City access to the meter ~~at least one (1) time each year.~~ Failure to allow the Water Department to access the meter obtain a reading within a three hundred sixty five day period one hundred eighty (180) days of written notice shall result in a penalty on the utility bill in the amount of \$200.00. Water service may also be terminated until access to the meter is provided.

Sec. 6-7. Leak adjustment policy.

Commencing July 1, 2020, leak adjustments may be granted once every ~~ten (10)~~ four (4) years. Applications for leak adjustments shall be submitted to the Director of Finance utilizing City approved forms. In order to be eligible for relief the property owner must submit the at application starting the leak adjustment process within forty five (45) days of the date of the billing, no later than five (5) days prior to the bill due date for the monthly

billing period for which the relief is sought. The application will require that the owner submit documentation showing that: (i) there was a leak, (ii) the leak has been repaired, and (iii) the leak was not caused by the gross negligence of the owner, including, but not limited to, allowing the pipes or water meter to freeze. Examples of evidence that a leak was repaired may include a plumber or handyman invoice, proof of parts purchased, before and after photos, or other written explanations. The leak adjustment application must be completed with all relevant documentation within thirty (30) days of the due date of the bill for which relief is sought for the adjustment to be approved. The Director of Finance or the City Administrator may approve leak adjustment applications.

The leak adjustment shall be calculated in the following manner:

1. Determine the average water consumption of the most recent twelve (12) months that reflect normal usage ~~(remove outliers – high or low consumption).~~ If a property owner has owned the property for less than twelve (12) months, annual consumption for this calculation will be the greater of thirty-eight thousand (38,000) gallons or actual metered consumption during the period of specific property ownership.
2. Determine the estimated leak volume by subtracting the average ~~amount~~ water consumption from the total water usage consumption of the current billing period.
3. Multiply the estimate leak volume by fifty percent (50%).
4. Add the reduced estimated leak (step 3) to the average consumption (step 1) to determine the leak-adjusted amount of water.

Standard water rates would apply to the leak-adjusted consumption. For multi-tenant commercial properties or multi-family units, the ~~Mayor and City Council~~ City Administrator may grant one (1) additional leak adjustments within a ~~ten~~ four-year period preceding the date of an application for relief, provided the leak did not occur in a separately-metered unit owned or occupied by a person or persons who were given relief during the ~~ten~~ four-year period preceding the application for a leak adjustment. A leak adjustment shall only apply to the bill for one (1) billing cycle. The leak adjustment applies to the water and sewer charges for that particular billing cycle.

Sec. 6-8. Tampering.

Any person who: (i) tampers with or turns on a City-owned curb stop which has been shut off; (ii) alters, obstructs or interferes with the readings of a water meter; (iii) defaces, injures or destroys any water meter, curb stop, or any part of a water meter or curb stop; or (iv) use of water from water-only service for purposes other than irrigation shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code. It shall be rebuttably presumed that the water customer committed the infraction in the event water is ~~consumed~~ metered following the date water service is terminated. Additionally, the City may terminate water service at the subject location and condition resumption of service upon payment of double the volumetric charges for the billing periods following the date the tampering occurred as well as the costs of repairing or replacing the curb stop and/or water meter. The volumetric charges shall be determined by averaging the consumption of the three (3) readings in which there was normal consumption prior to the reading for the period when the tampering occurred. ~~As stated in the City Code.~~ The City Water Department shall refer all incidences of tampering to the Frostburg Police Department for investigation and, if appropriate, the institution of criminal charges.

Sec. 6-9. Delinquent utility accounts; interest after bill due date.

- (a) *Discontinuance of water service.* All delinquent utility accounts are subject to the discontinuation of water service. A shutoff fee is added to the delinquent account balance upon notification to the Water Department of the accounts which are subject to termination of water service. If an account is determined to be a delinquent utility account, the City shall notify the owner at the account mailing address set forth in the on-line assessment records of the State Department of Assessment and Taxation or the address provided by the owner, and it shall notify the "occupant" of the property if the owner's mailing address differs from the

~~property address, by certified mail and regular first class mail, that water service shall be discontinued on a date no sooner than ten (10) days after the date said notice is provided, unless the balance due on the delinquent utility account is paid before the water is shut off. A notification fee in the amount specified in the Schedule of Municipal Fees set forth in the annual budget ordinance shall be added to the utility bills of all customers who are mailed shut-off notices. The payment of this fee shall be required in order to restore water service.~~

- (b) *Appeals to Commissioner.* Any customer ~~with a delinquent utility account~~ who, ~~after receiving the shutoff notice described in the preceding paragraph,~~ disputes the amount owed or claims that special circumstances exist which prevent or otherwise affect full payment of the balance due shall notify the Finance Department Commissioner in writing, stating all the details regarding the dispute or claim. The ~~Commissioner~~ Director of Finance or their designee may authorize payment of the delinquent amount through a payment plan deemed to be appropriate under the circumstances present. The submission of the dispute of claim in a timely manner, i.e., before water service is discontinued, shall operate to delay the discontinuation of water service until such time as the Commissioner/Director of Finance or their designee makes a decision on the dispute or claim. Failure to comply with a payment plan shall result in the discontinuation of water service without further notice being provided.
- (c) *Interest on unpaid balances after due date.* If a utility account billing is not paid ~~by twenty-five days after the bill is due date,~~ interest thereon shall accrue commencing at that time. The interest percentage shall be set in the Schedule of Municipal Fees in the annual budget ordinance. Accrued and unpaid interest shall be added to the balance due on the utility bill.
- (d) *Reinstitution of water service.* Water service that has been ~~discontinued-terminated~~ may not be reinstated until the entire outstanding balance of the account is paid or, upon the ~~Commissioner's~~ approval of a payment plan by the Director of Finance or their designee for the payment of that balance. ~~Additionally, any customer seeking to have water service restored shall pay a reconnection fee in the amount set forth in the Schedule of Municipal Fees in the annual budget ordinance.~~
- (e) *Lien on property.* The balance due on an unpaid utility account shall constitute a lien against the real property and improvements thereon where the services were provided. Notice of the lien may be recorded among the records of the Circuit Court for Allegany County, Maryland. The lien will continue until such time as the balance due is paid. This remedy will be in addition to the right of the City to initiate appropriate civil proceedings for the collection of any and all such accrued charges in a court of competent jurisdiction.

Sec. 6-13. Frostburg dwelling equivalent and surcharges.

- (a) A Frostburg dwelling equivalent ("FDE"), is an equivalent dwelling unit determined by the City for the purpose of determining "surcharges", based on the volume of water consumed for water and sewer service.
- (b) An FDE represents thirty-eight thousand (38,000) gallons per year (or an average of one hundred four (104) gallons per day)
- (c) FDE's are determined as follows:
 - (1) Single-family residential structure: One (1) FDE.
 - (2) Multifamily residential structure: One (1) FDE per unit or one (1) FDE per thirty-eight thousand (38,000) gallons for the prior ~~four (4) quarters year,~~ whichever is higher.
 - (3) Commercial: One (1) EDU-FDE per thirty-~~right eight~~ thousand (38,000) gallons for the prior ~~four (4) quarters year.~~
 - (4) Mixed-use: Minimum of one (1) FDE per use type, calculated in accordance with subsections b. and c. above.

- (5) Rounding up: FDE's shall be rounded up if the calculation of FDE's yields a decimal greater than .50 for a commercial, multi-family residence, or mixed use property. e.g., if a commercial structure uses ~~thirty-eight thousand and one (38,001) gallons during the preceding four (4) quarters, it shall be deemed to be two (2) FDE's.~~

Secs. 6-14—6-29. Reserved.

Summary of Water Ordinance Revisions

Topic	Ref	Current Policy under Ordinance 2020-02	Proposed Change under new Ordinance 2024-03
Definition of “delinquent” account	Sec 6-1	Account unpaid 90 days after billing date	Account unpaid 50 days after due date
Separate water meter requirement for each lot of record	Sec 6-5 (b)(1)(a)	Deadline for compliance – January 1, 2030	Deadline for compliance – January 1, 2040
Meter reading frequency	Sec 6-6 (a)	City shall read each meter either quarterly or monthly	City shall ready each meter on a schedule as approved by the Mayor and Council
Penalty for failure to provide meter access	Sec 6-6 (c)	Failure to provide access to the meter once a year results in \$200 penalty	Failure to provide access to the meter with 90 days of written notice results in \$200 penalty (current draft says 180 days)
Leak adjustment frequency	Sec 6-7	Once every 10 years	Once every 4 years (*based on change to monthly billing)
Leak adjustment average consumption	Sec 6-7	Determine the average consumption of most recent 12 months that reflect normal usage	Clarification added if a property has been owned for less than 12 months, annual consumption will be the greater of 38,000 gallons or actual metered consumption during the period of ownership
Additional leak adjustments for multi-tenant commercial properties or multi-family units	Sec 6-7	Mayor and Council may grant additional leak adjustments within a 10-year period	City Administrator may grant one additional leak adjustment within a 4-year period. Mayor and Council may approve additional leak adjustments on a case by case basis.
Tampering	Sec 6-8	City may terminate water service and require payment of double the volumetric charge for the billing period following the date the tampering occurred as well as costs of repairing or replacing the curbstop	City may terminate water service
Discontinuance of water service – Delinquent accounts defined	Sec 6-9 (a) (See also 6-1)	Accounts unpaid 90 days after the bill date are subject to shutoff	Accounts unpaid 50 days after the due date are subject to shutoff

Summary of Water Ordinance Revisions

Topic	Ref	Current Policy under Ordinance 2020-02	Proposed Change under new Ordinance 2024-03
Discontinuance of water service - Notification	Sec 6-9 (a)	Requires two letters for notification prior to water shut-off (certified and regular mail)	No special letter required
Discontinuance of water service - Penalty	Sec 6-9 (a)	Penalty is added to each delinquent account at the time shut-off notification letters are sent (10% of total balance but not less than \$20)	Shutoff penalty is added to the delinquent account when the Water Department is notified to turn off water service
Discontinuance of water service - Appeals	Sec 6-9 (b) and (d)	Commissioner may approve payment plans	Director of Finance or their designee may approve payment plans
Interest on unpaid balances after due date	Sec 6-9 (c)	Interest accrues if a utility account is not paid by its due date	Interest accrues if a utility account is not paid 25 days after the bill due date
Frostburg dwelling equivalent and surcharges	Sec 6-13 (c)(5)	FDE's shall be rounded up	FDE's shall be rounded up if the calculation of FDE's yields a decimal greater than .50

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS ARTICLE 6 OF THE CITY CODE, TITLED ‘STORAGE OF SOLID WASTE’ FOR THE PURPOSE OF ESTABLISHING EXCEPTIONS TO THE REQUIREMENTS OF THAT SECTION.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND that Section 5-8 of the Frostburg City Code be and is hereby repealed and reenacted with amendments, to read as follows [NOTE: a text-edited version of Section 5-8 is attached hereto]:

Sec. 5-8. Storage of solid waste.

- (a) *Prohibited storage of solid waste.* No person shall place any solid waste in any street, alley or other public place within the City unless it is in bags or cans as set forth within the provisions of this article for collection. All solid waste being stored between City collections shall be placed in leak-proof containers as set forth in section 308.3.2 of the International Property Maintenance Code. Stored solid waste may not be visible from the street and shall be placed either in the rear of the property or, when stored on the side, must be screened. No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premises in the City. Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a municipal infraction and subject to the penalties provided within the Code.
- (b) *Exceptions.* The following conditions are exempt from the requirements of subsection (a) of this section:
 - (i) Compost piles less than four (4) feet in height and six (6) feet in diameter at ground level, and thirty (30) feet or more from any dwelling, and four feet or more from adjoining properties.
 - (ii) Storm debris within thirty (30) days following a storm event.
 - (iii) Construction residue and debris during and for fourteen (14) days following completion of work.
 - (iv) Fallen leaves, tree needles, tree fruit and similar vegetation.

- (v) The accumulation and temporary storage in containers designated for such purposes, of “recyclable” materials pursuant to a program of recycling adopted by the City; provided, however, that such containers must not be publicly visible or they must be made available to the City’s garbage or recycling contractor within thirty (30 days after having been filled to fifty percent (50%) or more of their capacity.
- (vi) Uncultivated, uncut, or untended weeds, grass, bushes, or other vegetation not constituting a health or fire hazard, existing in a natural state on undeveloped, agricultural, industrially zoned, or planned open space areas.

SECTION 2: BE IT FURTHER ORDAINED, that this ordinance shall take effect on the date of its passage.

THE MAYOR AND CITY COUNCIL OF
FROSTBURG

By: _____
Todd Logsdon, Mayor

ATTEST

Elizabeth Stahlman, City Administrator

Introduced:
Public Hearing:
Adopted:
Effective:

Sec. 5-8. Storage of solid waste.

(a) Prohibited storage of solid waste. No person shall place any solid waste in any street, alley or other public place within the City unless it is in bags or cans as set forth within the provisions of this article for collection. All solid waste being stored between City collections shall be placed in leak-proof containers as set forth in section 308.3.2 of the International Property Maintenance Code. Stored solid waste may not be visible from the street and shall be placed either in the rear of the property or, when stored on the side, must be screened. No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premises in the City. Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a municipal infraction and subject to the penalties provided within the Code.

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(b) Exceptions. The following conditions are exempt from the requirements of subsection (a) of this section:

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- (i) Compost piles less than four (4) feet in height and six (6) feet in diameter at ground level, and thirty (30) feet or more from any dwelling, and four (4) feet or more from adjoining properties.
- (ii) Storm debris within thirty (30) days following a storm event.
- (iii) Construction residue and debris during and for fourteen (14) days following completion of work.
- (iv) Fallen leaves, tree needles, tree fruit and similar vegetation.
- (v) The accumulation and temporary storage in containers designated for such purposes, of "recyclable" materials pursuant to a program of recycling adopted by the City; provided, however, that such containers must not be publicly visible or they must be made available to the City's garbage or recycling contractor within 30 days after having been filled to fifty percent (50%) percent or more of their capacity.
- (vi) Uncultivated, uncut, or untended weeds, grass, bushes, or other vegetation not constituting a health or fire hazard, existing in a natural state on undeveloped, agricultural, industrially zoned, or planned open space areas.

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RESOLUTION 2024-52

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING THE CHANGE ORDER NO. 3 TO THE CONTRACT FOR THE DEMOLITION OF 4 PROPERTIES AND CONSTRUCTION OF THE MECHANIC STREET PARKING LOT.

WHEREAS, The City identified 28-34 W. Mechanic Street as properties suited for acquisition and demolition to construct a new public parking lot; and,

WHEREAS, fill unsuitable for building was identified following the demolition of the properties which was removed and clean fill was trucked into the site and billed as time and materials.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, hereby approves Change Order No. 3 in the amount of \$34,584.44 to the contract with Carl Belt, Inc.

ADOPTED, this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-53

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING THE AWARD OF A CONTRACT TO BRADDOCK CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE CSO ELIMINATION PHASE VIII-C NORTH GRANT.

WHEREAS, the City of Frostburg has undertaken a 20 year, over \$25 million commitment to eliminate Combined Sewer Overflows (CSO’s); and

WHEREAS, the City has developed plans and specifications for the Phase VIII-C North Grant Project and has successfully conducted competitive bidding of the project; and,

WHEREAS, the City has executed a grant agreement with the Maryland Department of Housing and Community Development (DHCD) for grant funding from the Community Development Block Grant Program (CDBG); and,

WHEREAS, in accordance with the City and State policies, staff recommend the contract be awarded to the low bidder, Braddock Construction, LLC, and,

NOW, THEREFORE BE IT RESOLVED that the Frostburg Mayor and City Council do hereby approve the award of contract to Braddock Construction, LLC for the CSO Elimination Phase VIII-C North Grant Project for \$370,130.00, subject to the Release of Funds by DHCD.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-54

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING THE AWARD OF A CONTRACT TO BRADDOCK CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE CSO ELIMINATION PHASE IX-D CENTER STREET EXTENDED.

WHEREAS, the City of Frostburg has undertaken a 20 year, over \$25 million commitment to eliminate Combined Sewer Overflows (CSO’s); and

WHEREAS, the City has developed plans and specifications for the Phase IX-D Center Street Extended Project and has successfully conducted competitive bidding of the project; and,

WHEREAS, the City has executed a grant agreement with the Maryland Department of Housing and Community Development (DHCD) for grant funding from the Community Development Block Grant Program (CDBG); and,

WHEREAS, in accordance with the City and State policies, staff recommend the contract be awarded to the low bidder, Braddock Construction, LLC, and,

NOW, THEREFORE BE IT RESOLVED that the Frostburg Mayor and City Council do hereby approve the award of contract to Braddock Construction, LLC for the CSO Elimination Phase IX-D Center Street Extended Project for \$376,515, subject to the Release of Funds by DHCD..

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-55

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING AN APPROVING A CONTRACT FOR PAVING CENTENNIAL STREET.

WHEREAS, the City of Frostburg budgets and plans for the repair and paving of certain City Street each year; and,

WHEREAS, the Commissioner of Public Works, Director of Public Works and the Street Department have assessed the City’s street and advertised for bids from qualified contractors for the preparation and paving of Centennial Street following the replacement of a water line..

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, approves a contract with low-bidder Ameri-Seal, LLC, with the bid amount \$65,493.09 for the paving and milling of Centennial Street.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-56

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING AN APPROVING A CONTRACT FOR EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF A STORAGE BUILDING FOR A TENANT OF THE CITY OF FROSTBURG.

WHEREAS, the City of Frostburg leases the office space in the Frostburg Armory to the Maryland Department of the Environment; and,

WHEREAS, the Maryland Department of the Environment has requested additional storage and has requested the City construct the building with funds provided by Maryland Department of the Environment; and,

WHEREAS, the City will construct the storage building in the “Mud Lot”, on an area in which the City will obtain an easement from Frostburg State University; and,

WHEREAS, the City put the earthwork and foundation work needed for this project out for competitive bid.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, approves a contract with low-bidder Winner D Contracting, LLC, with the bid amount \$103,201.56, subject to an executed easement agreement with Frostburg State University.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-57

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND APPROVING AN APPROVING AN EASEMENT AGREEMENT WITH FROSTBURG STATE UNIVERSITY.

WHEREAS, the City of Frostburg leases the office space in the Frostburg Armory to the Maryland Department of the Environment; and,

WHEREAS, the Maryland Department of the Environment has requested additional storage and has requested the City construct the building with funds provided by Maryland Department of the Environment; and,

WHEREAS, the City will construct the storage building in the “Mud Lot” on an area in which an easement is needed from Frostburg State University to use the land; and,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, authorizes the Mayor to sign an easement agreement with Frostburg State University for a portion of the “Mud Lot”, prepared and reviewed by counsel.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

**AGREEMENT FOR LEASE AND
EASEMENT OF PORTION OF MUD LOT**

THIS AGREEMENT FOR LEASE AND EASEMENT OF PORTION OF MUD LOT (the "Lease"), is made and executed by and between **State of Maryland for the Use of the University System of Maryland through its Constituent Institution Frostburg State University**, an instrumentality of the State of Maryland ("**Landlord**"), and **THE CITY OF FROSTBURG** a Maryland municipal corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord desires to lease to the Tenant, and Tenant desires to lease from the Landlord, certain unimproved real property located at the Northeast corner of a parking lot located at the intersection of State Street and Lower Consol Road, Frostburg, Maryland, as well as a non-exclusive use of a portion of the parking lot for ingress and egress, in common with others, the same being hereinafter referred to as "Premises" or "Leased Premises", the metes and bounds description of said Premises being more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Tenant intends to use the Premises to allow the Maryland Department of the Environment ("MDE"), through its Land and Materials Administration, Mining Program, Abandoned Mine Land Division ("AMLD"), to construct a 30' x 50' prefabricated metal storage building on the Premises (the "AMLD shed").

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, Landlord hereby leases to Tenant, and Tenant leases from the Landlord, the Premises on the following terms and conditions:

1. TERM. The term of this Lease shall commence on the date signed by the last to sign by the Tenant and the Landlord ("Commencement Date") and terminate on July 31, 2033, subject to early termination by Landlord as set forth in Paragraphs 5 and 19 below (the "Term").

2. CONDITION OF PREMISES. Subject to the terms of this Lease, Landlord and Tenant have agreed that Tenant is to occupy the Premises in an "AS IS" condition on the Commencement Date. In this regard, Tenant acknowledges that the Premises are suitable for its intended use thereof, and Landlord is not responsible for

undertaking or performing any work on the Premises to subdivide, improve, renovate, adapt or modify it for Tenant's or MDE's use.

3. **MINIMUM RENT.** The rent for the Term shall be one dollar (\$1.00).

4. **ADDITIONAL RENT.** In addition to the foregoing Minimum Rent, all other payments to be made by Tenant to Landlord and any taxes, charges, costs and expenses which Tenant is required to pay hereunder, together with all interest and penalties that accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease shall be deemed to be and shall become additional rent ("Additional Rent"), whether or not referred to as such hereafter.

5. **PERMITTED USE AND OCCUPANCY.** Tenant warrants and represents to Landlord that the Leased Premises shall be used and occupied only for use by MDE for the AMLD Shed. Any change in the stated usage and purposes shall be subject to the prior written approval of Landlord not to be unreasonably withheld. If Landlord, in its reasonable exercise of its approval right to the change in the use and purpose from the AMLD Shed, shall not approve of the changed use requested by Tenant, then this Lease shall terminate thirty (30) days after Landlord's written notice to Tenant to terminate. Tenant shall occupy the Leased Premises, conduct its business, and control Tenant's Representatives, including MDE, in a lawful and reputable way and as not to create any nuisance. Tenant shall not commit, or allow to be committed, any waste on the Leased Premises. Tenant may not use the Leased Premises, or allow to be used, for the use, storage, or distribution of hazardous or environmentally offensive substances, for underground storage, or for any unlawful purposes.

6. **COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.**

(a) Tenant shall comply, and shall cause MDE to comply, with all applicable laws, ordinances, orders, rules and regulations of state, federal and municipal governments, and any or other government agencies or bodies relating to the use, condition and occupancy of and business conducted on the Leased Premises.

(b) Tenant shall not permit the Leased Premises to be used in any way, including by MDE, which would be hazardous or which would in any way increase the cost of or render void any insurance on the improvements, and Tenant shall immediately, on demand, cease any use which violates the foregoing or to which Landlord's insurer or any governmental or regulatory authority objects.

7. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned or sublet except upon the written consent of Landlord. Landlord may refuse to consent to the assignment or subletting for any reason or no reason at all. Notwithstanding the foregoing, Tenant may assign or sublet this Lease to MDE upon the written consent of Landlord, said consent not to be unreasonably withheld.

8. INSOLVENCY. In the event that at the time of the commencement of the Term of this Lease, or at any time thereafter until the termination thereof, a petition in bankruptcy shall be filed by or against Tenant, or Tenant shall be adjudicated a bankrupt or insolvent, or a receiver or trustee shall be appointed for or of a portion of Tenant's property, or Tenant shall make an assignment for the benefit of creditors, or Tenant voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or if Tenant's property shall be levied upon or attached under process against Tenant, then in any of said events, this Lease, at the option of Landlord may be cancelled and terminated upon providing Tenant with written notice. Tenant shall have thirty (30) days after Landlord sends the written notice to remedy any insolvency proceeding. If the insolvency proceeding is not cured within thirty (30) days of Landlord's written notice, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or order of any court shall be entitled to possession or to remain in possession of the Premises, but Tenant or any such person or persons shall forthwith quit and surrender possession thereof.

9. MAINTENANCE.

(a) Tenant shall maintain all parts of the Leased Premises and their appurtenances in good, clean and sanitary condition, at its own expense. Tenant shall promptly make all necessary repairs and replacements to the Leased Premises, including, but not limited to, electric light lamps or tubes, windows, glass and plate glass, interior and exterior doors, any special office entry, interior and exterior walls and finish work,

floors and floor coverings, roof and downspouts and gutters, heating, ventilation and air conditioning systems, and plumbing work and fixtures. Replacement and repair parts, materials and equipment shall be of quality equivalent to those installed within the Leased Premises, and repair and maintenance work shall be done in a good and workmanlike manner and in accordance with existing laws, rules, regulations and ordinances. Tenant shall be responsible for the maintenance and repair of all the parking areas and grounds that are part of the Premises, including snow plowing and salting the parking lot on the Premises for the Term.

(b) If Landlord shall give Tenant written notice of defects or need for repairs for which Tenant is responsible under this Lease, and if Tenant shall fail to make same within thirty (30) days of Landlord's written notification or such shorter time as reasonable if expedited repair is needed to avoid injury or damage, Landlord shall have the option to cure said defect or repair, and Tenant shall pay to Landlord all costs and expenses incurred on demand, which costs and expenses shall constitute Additional Rent.

10. ALTERATIONS. Tenant may improve the Leased Premises to construct the AMLD Shed; provided, however, that the design and construction of the AMLD Shed is subject to and conditioned upon the prior written approval of Landlord; provided further, however, that Tenant shall have no right to make any alterations, modifications, or improvements to the easement portion of the Premises; and provided finally, however, that upon the termination or expiration of the Lease, Landlord shall have the right, in its sole discretion, to require Tenant at Tenant's sole cost and expense to return the Leased Premises to the condition it was in prior to the execution of this Lease. In this regard, Tenant will hold harmless and indemnify Landlord from any damage, claim or expense relating to the completion of any improvements made during the Term.

If Landlord does not elect to require Tenant to restore any portion of or all of the Leased Premises, any alterations, additions, or improvements by Tenant and all fixtures installed by Tenant shall immediately become the property of Landlord and remain upon the Premises at the end of the Term.

11. ACCESS TO PREMISES. Landlord shall have the right to enter the Leased Premises for the following reasons: to respond to emergencies as quickly as possible, to determine Tenant's use of

the Leased Premises, or to determine if any event of default under this Lease has occurred. Landlord shall attempt to give twenty-four (24) hours verbal notice to Tenant prior to such entry, except in cases of emergency or when an event of default has occurred in which cases Landlord may enter the Leased Premises at any time and without prior notice.

12. UTILITIES. Tenant shall pay the cost of all utility services including, but not limited to, initial connection charges and deposits and all charges for gas, water, trash disposal, sewer, telephone or other telecommunications, and electricity used on the Leased Premises.

Landlord shall not be liable to Tenant for damages because of any interruptions in utility services not within the control of Landlord, and Tenant shall not be entitled to claim a constructive eviction due to such interruption, but Landlord shall assist Tenant with reasonable diligence to restore such service to the extent it is within Landlord's control to do so.

13. TAXES.

(a) Tenant shall be liable for all taxes levied against personal property, trade fixtures, and tenant improvements placed by Tenant in or on the Premises, if any, during the Term. If any such taxes based on the personal property or trade fixtures placed by Tenant in the Premises are levied against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

(b) Tenant shall pay all real estate taxes (including, but not limited to, annual and special taxes) assessed against the Premises, if any, during the Term. Landlord shall provide tenant with copies of all real estate tax bills upon Landlord's receipt of the same.

14. INSURANCE.

(a) Tenant, at its sole cost and expense, shall procure and maintain throughout the term of this Lease a policy or policies of insurance insuring Landlord and Tenant against all claims for

property damages, personal injury or death of others occurring on or in connection with: (i) the Leased Premises; (ii) the condition of the Leased Premises; and (iii) Tenant's operations in and maintenance and use of the Leased Premises. The limits of such policy or policies shall be not less than five million dollars (\$5,000,000.00) combined single limit coverage per occurrence for injury to persons (including death) and/or property damage or destruction, including loss of use.

(b) Tenant, at its sole cost and expense, shall at all times during the term of this Lease maintain a policy or policies of insurance insuring the Leased Premises against one hundred percent (100%) of full replacement cost for loss or damage by fire, explosion, and other customary hazards.

(c) Tenant, at its sole cost and expense, shall procure insurance covering all personal property of Tenant in the Leased Premises (including, but not limited to, any furniture, machinery, goods, or supplies) or which Landlord may have in the Leased Premises.

(d) Landlord shall maintain no less than statutory minimum worker's compensation insurance on all persons it employs to work in the Premises.

(e) From time-to-time, upon the request of Landlord, Tenant shall provide certificate(s) of insurance naming Landlord as an additional insured and providing that the insurer(s) shall provide Landlord with no less than fifteen (15) days' advance notice of the cancellation or nonrenewal of any policy or policies of insurance providing the coverage referenced above.

15. HOLD HARMLESS.

(a) Landlord shall not be liable to Tenant or any other person for any injury to person or damage to property on or about the Leased Premises caused by Tenant, Tenant's employees, agents, invitees, licensees or visitors, including MBE. Tenant agrees to indemnify and hold Landlord harmless from any and all loss, attorney's fees, expenses, or claims arising out of any such damage, loss or injury.

(b) Tenant shall not be liable to Landlord, Landlord's employees, agents, invitees, licensees or visitors for any injury to person or damage to property on or about the Leased Premises

caused by the gross negligence or misconduct of Landlord, its agents, employees, agents, invitees, licensees or visitors.

16. SIGNS. No sign, door plaques, advertisement, or notice shall be displayed, painted or affixed by Tenant on any part of the Premises without the prior written consent of Landlord, not to be unreasonably withheld. The color, size, character, style, material, placement and location and method of attachment to the Premises shall be subject to Landlord's approval, and to any applicable governmental laws, ordinances, regulations, project specifications, and other requirements. Tenant shall remove all such signs at the termination of this Lease.

17. RULES AND REGULATIONS. There are no rules and regulations imposed by Landlord that affect the Premises and which Tenant is subject to other than those set forth in the terms of this Lease.

18. DEFAULT. Each of the following shall be events of default by Tenant under this Lease:

(a) Tenant's failure to comply with any material term, provision or covenant of this Lease, and the failure is not cured within thirty (30) days after written notice thereof to Tenant;

(b) Tenant's filing of a petition or adjudication as a debtor or bankrupt insolvent under the Bankruptcy Code or any similar law or statute of the United States or any state; or appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or Tenant's transfer in fraud of creditors or assignment for the benefit of creditors of all or substantially all of Tenant's assets; or

(c) Tenant doing or permitting to be done any act which results in a lien being filed against the Leased Premises and the same is not removed within sixty (90) days after Landlord's notice thereof to Tenant.

19. REMEDIES.

19.1. Landlord's Remedies. Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand:

(a) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Leased Premises, and expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises. Landlord shall not be liable for prosecution or any claim for damages as a result of such actions.

(b) Without terminating this Lease, Landlord may enter upon the Leased Premises (without being liable for prosecution or any claim for damages therefor) and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any reasonable losses, costs and expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, which costs and expenses shall constitute Additional Rent. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subsection, whether caused by the negligence of Landlord or otherwise.

(c) Landlord may pursue such other and further remedies as are allowed for under the terms of this Lease.

(d) Landlord may pursue any remedy provided at law or in equity.

19.2. Tenant's Remedies. Except in the event of damages cause by the gross negligence or intentional misconduct of Landlord, its employees, agents and/or representatives, Tenant's remedies in the event of a default by Landlord shall be specific performance of the terms of this Lease. In the event of damages cause by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives, Tenant may pursue any remedy provided at law or in equity.

20. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised herein and that Tenant, upon payment of the required rent and performance of the covenants and agreements contained in this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the Term. Notwithstanding the foregoing, however, the easement portion of the Premises are not exclusive to Tenant

and may be used by Landlord at its sole discretion and by the general public.

21. SURRENDER OF PREMISES.

(a) At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises in broom clean condition and good order and repair and otherwise in the same condition as the Premises was upon the commencement of this Lease.

(b) If Landlord elects to require that alterations, additions, improvements, changes, affixations of chattels, or other work made or performed by Tenant to the Premises be removed at the termination of this Lease, Tenant hereby agrees to cause the same to be removed at its sole cost and expense in accordance with the terms of Section 11 of this Lease.

(c) Tenant shall surrender to Landlord all keys for the Premises and shall notify Landlord in writing of all combinations of locks, safes, and vaults, if any, in the Premises.

(d) At the expiration or earlier termination of this Lease, Tenant shall immediately remove all property which it owns and is permitted to remove from the Premises under the provisions of this Lease, and, failing to do so, Landlord at its option may cause that property to be removed at the risk and expense of Tenant (both as to loss and damage), and Tenant hereby agrees to pay all reasonable costs and expenses incurred thereby, including sums paid to store the property elsewhere, the cost of any repairs to the Premises caused by the removal of the property and the costs of disposing of the property as garbage.

(e) Tenant's obligation to observe and perform the covenants set forth in this Section shall survive the expiration or earlier termination of this Lease.

22. HOLDING OVER. Tenant will, at the termination of this Lease by lapse of time or otherwise, surrender immediate possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease and if the parties do not otherwise agree, Tenant shall be deemed to be occupying the Premises from month to month, subject to such occupancy being terminated by either party upon at least thirty (30) days' written notice. Further, all of the terms and provisions of this Lease shall be applicable during the hold over period,

except that Tenant shall pay Landlord from time to time upon demand, as Minimum Rent for the period of any hold over, two thousand five hundred dollars (\$2,500.00) per month. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly agreed by the parties. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.

23. ATTORNEYS' FEES. Intentionally deleted.

24. GOVERNING LAWS. This Lease shall be construed under the laws of the State of Maryland. The parties acknowledge that this Lease had been drafted, negotiated, made, delivered and consummated in the State of Maryland. All litigation arising under the terms of this Lease shall be filed and prosecuted exclusively in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County, Maryland. Tenant and Landlord hereby agree to be subject to the jurisdiction of and waive any objection to the venue of any action filed by one against the other.

25. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Landlord's interest in the Leased Premises cease to exist for any reason during the term of the Lease, then notwithstanding the happening of such event at the election of Landlord's successor herein, this Lease shall nevertheless remain unimpaired and in full force and effect and Tenant hereunder agrees to attorn to the then owner of the Leased Premises.

26. ENTIRE AGREEMENT. This Lease is the entire agreement of the parties and there are and were no verbal representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Lease not incorporated herein. This Lease may not be altered, waived, amended, or extended except by an instrument in writing signed by both Landlord and Tenant.

27. MISCELLANEOUS.

(a) Words of any gender used in this Lease shall be held and construed to include any other gender; and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(b) Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization and power of such party to enter into this Lease and the empowerment and authority of the individual signing below to bind his or her principal.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease or any provision hereof, or in any way affect the interpretation of this Lease.

(d) If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby; and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable there be added as a part of this Lease a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(e) All references in this Lease to "the date hereof" or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

(f) In the event that Tenant shall fail to perform any duty or obligation hereunder, whether maintenance, repair or replacement of the Leased Premises, maintenance of insurance, or otherwise, then Landlord may, but shall in no event be obligated to, subject to at least thirty (30) days' prior written notice, take such actions as Landlord deems necessary or appropriate to remedy such Tenant failure, and any sums expended by Landlord shall be deemed Additional Rent hereunder due and payable by Tenant on demand.

(h) Tenant shall not record this Lease (i.e. a memorandum or short-form thereof) without the prior written consent of Landlord. Landlord may record a memorandum or short-form thereof should it choose to do so. In the event a party has the filing rights herein, the other party shall join in the signing of the document to be recorded. All costs of recordation, transfer

taxes and/or recordation taxes for recording the Lease, memorandum or short form shall be paid by the party desiring to record the same.

(i) Time is of the essence in the performance of all the covenants, conditions, and agreements contained in this Lease.

(j) Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of termination of this Lease, whether at the end of the term hereof or otherwise, shall survive such termination as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

(k) This Agreement may be executed in one or more counterparts, each of which counterpart shall for all purposes be deemed to be an original; but all such counterparts together shall constitute but one instrument.

(l) A facsimile or electronically signed counterpart shall be deemed to be effective as an original.

28. NOTICES. All requests, approvals, consents, notices and other communications given by Landlord or Tenant under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, or delivered by hand (which may be through a messenger or recognized delivery or courier service) or email and addressed as follows:

To Tenant:

The City of Frostburg
P.O.Box 440
Frostburg, MD 21532
ATTN: Elizabeth Stahlman
estahlman@frostburgcity.org

With a copy to:

Michael Scott Cohen, Esq.
213 Washington Street
Cumberland, MD 21502
michaelcohen@atlanticbbn.net

To Landlord:

Frostburg State University
ATTN: **Ronald Nowaczyk**
101 Braddock Road
Frostburg, MD 21502
rnowaczyk@frostburg.edu

with a copy to:

Frostburg State University
Office of General Counsel
101 Braddock Road
Frostburg, MD 21502

Notices may be mailed at such other places as the parties hereto may from time to time designate in a written notice to one another. Such requests, approvals, consents, notices and other communications shall be effective on the date of receipt (evidenced by a certified mail receipt if mailed by certified mail) or on the date of delivery if hand-delivered or emailed. Notices mailed by regular U.S. mail shall be deemed to be delivered three (3) days after mailing.

[Signatures on following page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, under seal, as of the date and year first above written.

WITNESS/ATTEST:

THE CITY OF FROSTBURG

BY: _____ (SEAL)
 Todd Logsdon, Mayor

date

FROSTBURG STATE UNIVERISTY

BY: _____ (SEAL)
 Ronald Nowaczyk, President

date

Approved for form and legal sufficiency for Tenant
This ____ day of _____, 2024, by

Jeffrey C. Palkovitz
Assistant Attorney General

Exhibit A – metes and bounds description of leased premises and drawing of non-exclusive easement area

April 29, 2024

ALL that piece or parcel of land situated at the intersection of Lower Consol Road and State Street, in the City of Frostburg, Election District No. 26, Allegany County, Maryland and being more particularly described as follows [Maryland State Grid (NAD83) courses and horizontal distances used throughout] to wit:

BEGINNING for the same at a 5/8" iron pin with cap found at the southwest corner of the aforesaid intersection (Lower Consol Road / State Street), said point also being at the end of the 2nd line of a deed dated October 31, 2007 from Frostburg State University Foundation, Inc. a Maryland non-profit corporation to State of Maryland for the use of the University System of Maryland on behalf of its constituent institution Frostburg State University in deed Liber 1441, Folio 461, among the land records of Allegany County Maryland, thence running with the westerly margin of State Street and with part of the 3rd line of aforesaid deed (1441 / 461);

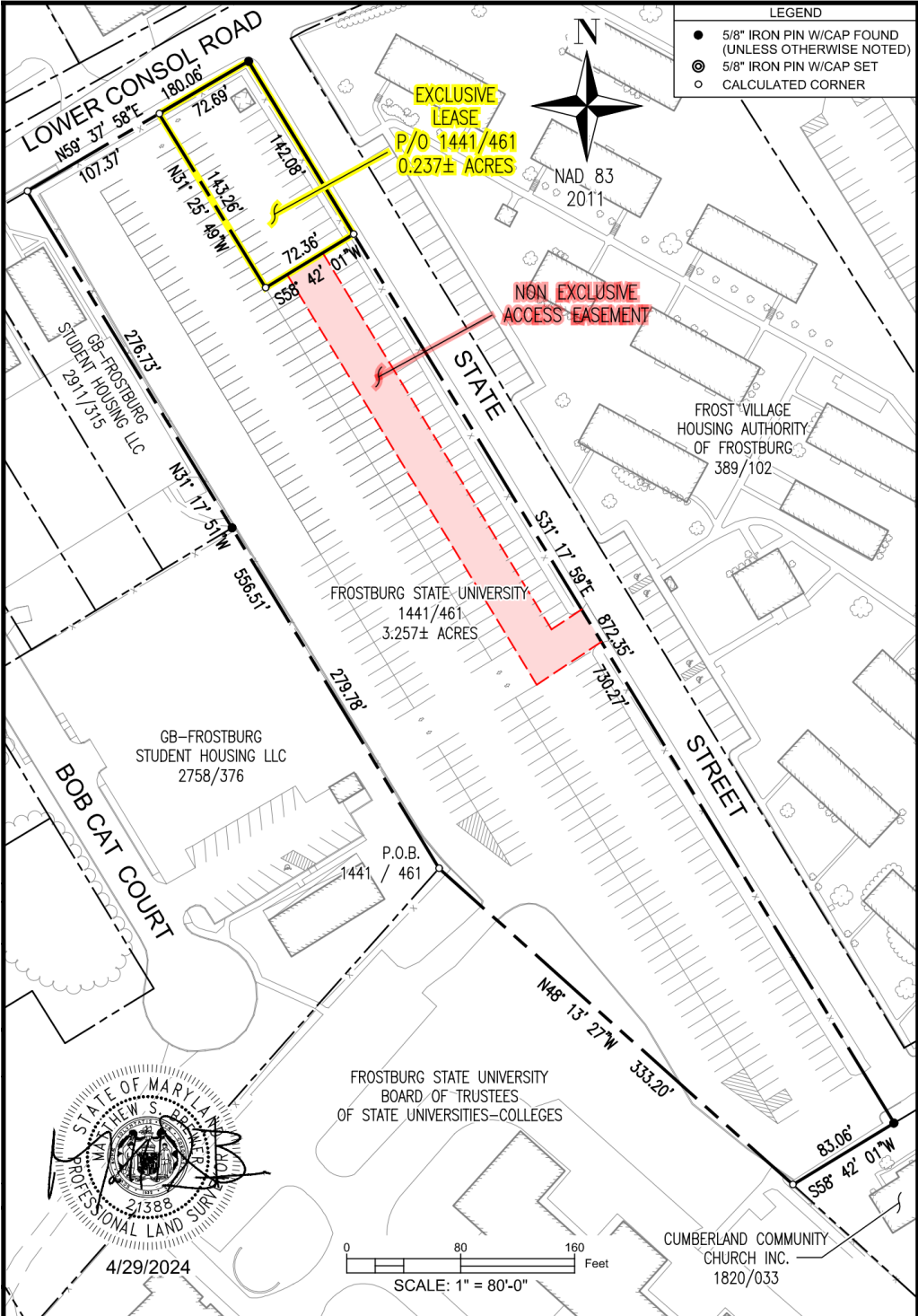
1. South 31 degrees 17 minutes 59 seconds East for a distance of 142.08 feet to a point, thence leaving the westerly margin of State Street and the 3rd line of aforesaid deed (1441 / 461) and running with new division lines thru the whole tract of which this is a part;
2. South 58 degrees 42 minutes 01 second West for a distance of 72.36 feet to a point, thence;
3. North 31 degrees 25 minutes 49 seconds West for a distance of 143.26 feet to a point along the southerly margin of Lower Consol Road and on the 2nd line of the aforesaid deed (1441 / 461), thence running with the southerly margin of Lower Consol Road and with part of the said 2nd line (1441 / 461);
4. North 59 degrees 37 minutes 58 seconds East 180.06 feet to the point of beginning, containing 0.237 acres, more or less, as shown on a plat entitled "Plan of Survey prepared for Frostburg State University", dated April 29, 2024, attached hereto and intended to be made a part hereof (the "Plat").

ALL OF THE ABOVE described parcel being part of the same property conveyed by a deed dated October 31, 2007 from Frostburg State University Foundation, Inc. a Maryland non-profit corporation to State of Maryland for the use of the University System of Maryland on behalf of its constituent institution Frostburg State University in deed Liber 1441, Folio 461, among the land records of Allegany County Maryland.

ALSO TO BE CONVEYED a non-exclusive access easement for the purpose of ingress, egress and regress to and from the above described exclusive lease area, over and across the existing parking lot to State Street, as shown on the Plat.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right-of-ways, et cetera as of record, and as shown on the Plat.

[Plat shown on following page.]



<p>SURVEYOR'S CERTIFICATION</p> <p>I HEREBY CERTIFY THAT I PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT, IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION .12 OF ARTICLE §15-308(b)(4) ANNOTATED CODE OF MARYLAND.</p> <p>I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE, WAS MADE ON ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS OUTLINED IN §15-208-B ANNOTATED CODE OF MARYLAND.</p> <p>NOTE: THIS SURVEYOR HAS EXAMINED ONLY THE DEEDS IDENTIFIED HEREON AND AS SUCH CANNOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OUT-CONVEYANCES ET CETERA THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.</p>			
<p>PLAN OF SURVEY prepared for FROSTBURG STATE UNIVERSITY LOWER CONSOL ROAD CITY OF FROSTBURG, ELECTION DISTRICT 26-000, ALLEGANY COUNTY MARYLAND</p>			
SCALE: 1" = 80'-0"		DATE: 4/29/2024	
		TAX MAP 201	PARCEL 659
Surveyors Engineers Planners		CRD FILE: 24010	PROJECT No. 2024010
		DRAWN: BBA	APPROVED: MB

RESOLUTION 2024-58

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING CERTAIN PROJECTS AND PROGRAMS TO BE IMPLEMENTED USING THE AMERICAN RESCUE PLAN ACT FUNDS.

WHEREAS, The City of Frostburg has been allocated \$8.379 M through the State and Local Coronavirus Relief Funds as part of the American Rescue Plan Act; and,

WHEREAS, The City is to spend these funds in accordance with the Final Rule and supplementary guidelines issued by the U.S. Treasury; and,

WHEREAS, the Council will review projects and approve staff to proceed with project or program implementation in order to obligate the entirety of the funds by December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Frostburg approves the use of American Rescue Plan Act funds for the following programs and projects:

- Street Lighting Control Box for Main Street lights
- Community Center Masonry repairs
- Rec Department UTV with plow and bucket attachments
- FFD Electronic Signage Board
- Sidewalk Repairs (Park, Center, other areas identified).

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-59

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, AUTHORIZING A CONTRACT WITH STEVENS ELECTRICAL, LLC.

WHEREAS, the Lighting Control for the Street Lights located on Depot Hill is in poor condition and is need of upgrading; and,

WHEREAS, The City has approved American Rescue Plan Act Funds to be allocated to complete the work; and,

WHEREAS, it is the recommendation of the Director of Public Works to approve this contract as a sole source procurement as the proposal is from a firm that has significant familiarity with the City resource for which the service is sought.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Frostburg authorizes the City Administrator to accept an estimate from Stevens Electrical, LLC in the amount of \$28,425.00 for the Depot Hill Lighting Control Upgrade.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-60

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, AUTHORIZING THE PURCHASE OF EQUIPMENT

WHEREAS, the City recognizes the need to replace equipment and/or purchase new equipment from time to time; and,

WHEREAS, the City has obtained a quote for Bobcat Toolcat UW56 available for purchase under a cooperative purchasing agreement for government pricing.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, hereby approves the purchase a Bobcat Toolcat UW56 in the amount of \$76,000.00 from American Rent-All.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

RESOLUTION 2024-61

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING A TEMPORARY REPEAL OF THE OPEN CONTAINER LAW

WHEREAS, FrostburgFirst has requested a temporary repeal of the Open Container Law for the Cider Crawl as part of Fall in Love with Frostburg.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Frostburg hereby approves the possession and consumption of alcoholic beverages on Main Street, Broadway and Water Streets during the 2024 Cider Crawl on Saturday, September 28, 2024 from 11 am to 5 pm, provided that no glass containers be carried on the streets or sidewalks and that all other related alcohol and traffic laws and regulations of the State of Maryland and Allegany County be observed by all participants.

ADOPTED this 17th day of September, 2024.

Frostburg Mayor and Council

BY _____
Todd J. Logsdon, Mayor

Attest:

Elizabeth Stahlman, City Administrator

CITY OF FROSTBURG

Monthly Report: Police Department

For the Month of: August 2024

Submitted by: PCO II Charon Clark & Chief Nicholas Costello

IDENTIFIED INCIDENTS & COMPLAINTS for the Month

	2023 <u>694</u>	2024 <u>588</u>
ARRESTS		
		On-View/Citations <u>5</u>
		Warrants Served/Obtained <u>7</u>
		Summonses Served <u>5</u>
		Juvenile Arrests & Citations <u>0</u>
		TOTAL <u>17</u>
C3I INVESTIGATIONS		Cases <u>2</u>
COMMUNITY POLICING		Logged Activities <u>7</u>
PARKING		Parking Violations <u>9</u>
PRISONERS		Custodial Arrests <u>7</u>
PUBLIC SERVICE		Well-Being Checks <u>15</u>
		Emergency Petitions <u>2</u>
		Assist Other Agency <u>16</u>
		Request for Officer <u>38</u>
		Follow-Ups <u>20</u>
		Disturbance (Multiple Inc. Types) <u>33</u>
TRAFFIC		M/V Crashes <u>10</u>
		Traffic Details <u>25</u>
		DWI/DUI Arrests <u>2</u>
TRAFFIC STOPS		Total Number of Stops <u>89</u>
		Citations <u>31</u>
		Warnings <u>94</u>
		SEROs <u>3</u>
COLLECTIONS		Parking Meter Fines <u>\$0.00</u>
		Other Parking Fines <u>\$130.00</u>
		Parking Meter Collections <u>\$0.00</u>
		Municipal Infractions Paid <u>\$0.00</u>
		Parking Permits <u>\$20.00</u>
		Miscellaneous <u>\$100.00</u>
		Park Mobile <u>\$51.52</u>
	This month year prior: <u>\$732.00</u>	TOTAL <u>\$251.52</u>

Respectfully Submitted,

Nicholas J. Costello
Chief of Police