



# THE CITY OF FROSTBURG

## Mayor and Council Meeting Agenda

Tuesday, February 17, 2026 at 5:30 PM

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

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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 January Council Meeting.  
Motion and Second to Approve the Minutes for the January Council Meeting.
  - B. Minutes Summary for the February 10th Closed Work Session Meeting  
Motion and Second to Approve the Minutes Summary for the February 10th Closed Work Session Meeting.
7. **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.
  - B. **June Council Meeting**  
Date changed to Thursday, June 18th at 5:30 PM
8. **Public Hearings**
  - A. Combined Sewer Overflow Monthly Public Hearing
  - B. **Ordinance 2026-02** An Ordinance to Repeal and Reenact Sections 4.01 and 4.02 of Appendix D of the City Code (The Rental Housing Code) Pertaining to Rental Housing Standards and Fire Safety.
9. **Old Business**
  - A. **Ordinance 2026-01** An Ordinance to Amend the City's Zoning Ordinance by Adding the Artisan/Small-Scale Manufacturing Land Use as a Special Exception Use in All Residential Districts, and Changing the Classification of that Use from a Special Exception Use to Permitted Use in All Commercial Districts.

Motion and Second to Amend Ordinance 2026-01 and set March 17, 2026 as a Public Hearing; PUBLIC COMMENT; Vote of the Mayor & City Council

- B.** **Ordinance 2026-02** An Ordinance to Repeal and Reenact Sections 4.01 and 4.02 of Appendix D of the City Code (The Rental Housing Code) Pertaining to Rental Housing Standards and Fire Safety.

Motion and Second to Approve Ordinance 2026-02; PUBLIC COMMENT; Vote of the Mayor & City Council

## **10. New Business**

- A.** **Resolution 2026-02** Approving an Agreement with JMA Resources, Inc. for the Use of their 76 Unboxed Software.

Motion and Second to Approve Resolution 2026-02; PUBLIC COMMENT; Vote of the Mayor and City Council.

## **11. Open Public Comment**

## **12. Adjournment**



# THE CITY OF FROSTBURG

## Mayor and Council Meeting Minutes

Tuesday, January 20, 2026 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

The Mayor called the meeting to order at 5:30 PM.

### 2. Pledge of Allegiance

### 3. Frostburg Blessing

### 4. Roll Call

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.

Voting Yea: Mayor Logsdon, Commissioner of Finance Carter, Commissioner of Public Safety Grove, Commissioner of Water, Parks and Recreation Forsythe, Commissioner of Public Works Ritchey

### 6. Approval of the Minutes

A. Minutes from the December Council Meeting.

Motion and Second to Approve the Minutes for the December Council Meeting.

Motion made by Commissioner of Finance Carter, Seconded by Commissioner of Public Works Ritchey.

Voting Yea: Mayor Logsdon, Commissioner of Finance Carter, Commissioner of Public Safety Grove, Commissioner of Water, Parks and Recreation Forsythe, Commissioner of Public Works Ritchey

### 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.

Motion made by Commissioner of Water, Parks and Recreation Forsythe.

Voting Yea: Mayor Logsdon, Commissioner of Finance Carter, Commissioner of Public Safety Grove, Commissioner of Water, Parks and Recreation Forsythe, Commissioner of Public Works Ritchey

B. Hotel/Motel Tax Revenue Requests for FY27

## 9. Public Hearings

A. Combined Sewer Overflow Monthly Public Hearing

B. **Ordinance 2026-01** An Ordinance to Amend the City's Zoning Ordinance by Adding the Artisan/Small Manufacturing Land Use as a Special Exception Use in All Residential Districts, and Changing the Classification of That Use From a Special Exception Use to Permitted Use in All Commercial Districts. Jon Miller, Director of Community Development.

### **Public Hearing Transcripts provided by FSU TV3 (Altered & Formatted into paragraph from).**

#### **Jamie Klink – City Planner**

Uh, hello everybody. My name is Jamie Klink. I am the City Planner, uh, ahead of the public hearing. I just had a very quick, uh, overview of where we're at with the artisan small scale manufacturing, uh, land use. Uh, currently, uh, it is, uh, provided for in the Frostburg Zoning Ordinance as a special exception use in commercial districts, uh, which would, uh, require a favorable recommendation from the Frostburg Planning Commission and then also approval by the Frostburg Board of Zoning Appeals prior to being allowed. And, uh, as it stands currently that, uh, land use is not permitted in residential districts. Uh, so what we are, we're proposing, uh, that land use the artisan small scale manufacturing land use, uh, be allowed as a principal permitted use in, uh, uh, all commercial districts that would allow City staff, uh, to approve that at a staff level, um, as provided that it adheres to all regulations listed in section 8.2 of the Zoning Ordinance, which deals with that land use. Uh, and then we would also add that as a special exception use in residential districts. Which would like, it currently stands with the commercial, uh, it would require a special exception that would require a favorable recommendation from the Frostburg Planning Commission, and then also approval by the Board of Zoning Appeals before it would be allowed. Um, and just the intent of this, uh, amendment, uh, really we're just looking to allow for flexible usage of property owners, uh, to use their property. Um, utilize any existing space that might not be used, um, to allow them to pur, pursue small and not very intensive business activities. Um, ones that would not require a larger building or a larger facility, um, something that they could do in their, you know, on their property without requiring larger facilities. Uh, that would also allow the city to better track and regulate these types of business activities. Uh, we would by, by providing appropriate regulations, um, that they must adhere to. Um, and then in order for them to continue those operations, they would have to continue to adhere to those regulations. Uh, and also in order to qualify under this use, all these business activities must be very small in nature. No large trucks or excessive traffic. Uh, and no, or very minimal impact would be allowed on the surrounding neighborhood, uh, especially with regard to noise, odors, fumes, dust, or any similar pollutants. But that's just kind of a very quick overview of what, uh, this ordinance is hoping to achieve. Okay. You wanna do the second reading now, or want to go vote? No, no, no. We do it. We should do the hearing first, and then that's the end. Okay. So first, um, is there anybody from Mr. Klink? This was proposed by staff, this was proposed by the Planning Commission. Where, where did this idea originate? Yeah, so we originally proposed this as, uh, just as a permitted use in commercial districts. Mm-hmm. Um, and then in discussions with the Planning Commission at their public hearing or public meeting, I believe in October, um, it was also discussed about adding this as a special exception in residential districts. Um, and so where, that's where that, uh, kind of came from and what brought this on originally, as we kind of discussed earlier, the, uh, uh, mushroom growing, uh, business, uh, it had to go through a full public hearing process, um, for it to be in a commercial zone. Um, whereas had that not,

you know, we had to do that and what this ordinance would provide for, at least in commercial zones, um, it would allow us as staff to look at that section 8.2 of the Zoning Ordinance and be able to determine that, yes, it meets all of these criteria. It won't need to go before the Board of Zoning Appeals. We could approve that. Got it. That's that level. Okay. All right. We'll move on to the public comment section now. Is there anyone from the Planning Commission here who would, who wants to stand up and talk about what, what's going on here? What, what the Planning Commission's feeling is? Mr. Snyder, I can stop, jump off and talk real quick. Uh, Jeff Snyder, uh, Planning Commission member for the City. Um, as Jamie was pointing out, um, the intention and the idea of this was from a bureaucratic standpoint, from a workable standpoint, the, um, activities that fall into the artisan in themselves are commercial. So because of that, um, you would be coming to us for a special exemption. The board discussed and thought that those, those activities in themselves are commercial, so should be allowable in the commercial without coming for a special exemption. Further staff, as we were talking, talking to staff, then you have these situations where these activities would be occurring in residential areas. So the thought process was, if this was going, if this is occurring now, the best way to regulate it is to have a special exemption process. To bring it to the city to bring it to the board. For those people that are doing this then would not run a foul of other provisions within zoning and there therefore we could permit it. And the other one is to that it would be regulated. Um, and as things would grow, if there were issues with neighbors, there's a process there we could limit size to that. We could put conditions on that. So if someone were to want to do something in a residential zone, those could be controlled. So at the end, I mean that, that was our thought process, uh, and why we made the recommendation.

**Lee Beman – 219 Shaw Street**

Good evening, Mr. Mayor Council. Thank you for the opportunity to speak this evening. Um, generally speaking, I, I think ordinances like this are, are a good idea. Um, when, when implemented correctly, uh, I believe that, uh, removing bureaucratic red tape can, can oftentimes be a good thing. Um, here, here, I I think we need to pump the brakes and look at this, uh, ordinance a little more closely. Uh, before we, uh, before we take any further action, um, I, I'd urge you to look at first and foremost, I, I believe the, uh, language with regard to the commercial uses, uh, commercial districts is entirely appropriate. Um, with regard to the residential districts, um, I, I think we're, you're missing language that would be very important in order to put those restrictions in place. The way it appears to me is that, uh, in 2019, you, you all drafted the definition of what an artisan's small scale manufacturing business was. Um, at that time, those businesses were only permitted in commercial districts by, by even through the special exception process. They were entirely prohibited in the residential. The definition of, uh, artisan small scale manufacturing certainly bears that idea behind it. Um, one of the, one of the main issues that I I see with the definition, uh, is that, uh, the small manu artist, artisan small manufacturing, uh, can be, uh, permitted as the primary use, uh, under the current definition that you have. Uh, to permit a, a manufacturing business, even on a small scale as the primary use of a building in a residential district, uh, I think really flies contrary to, uh, the protections that the zoning code tries to put in place for, uh, residential districts. Um, that's not to say that you can't do this, right. Um, I, I think if you look to your zoning code to section 8.1, uh, you define home occupations. Um, and, and I think there's good examples in there of how you could, uh, make this artisan small manufacturing work in some of the residential districts, uh, within the home occupation, for example, uh, in the R one district, if the, uh, home profession is one that would have customers or clients coming to that, uh, location, it's required to go through the special exception process. Uh, there's limits on, for example, on, or there's parking requirements, offsite parking requirements, uh, that the, uh, residence is required to meet offsite parking, uh, requirements instead of, uh, just having those, uh, customers, clients parked on the street. Uh, and there's also square footage requirements, uh, and, and again, most significantly, uh, under the home occupation provision, uh, that home occupation must be an accessory use. It's not the primary use of the property. Uh, so I, I would, I would greatly urge you to, uh, pump the brakes on this, uh, in order to look

at additional restrictions that should be put in place. Again, I, I, I don't, I don't know that this isn't something that you can figure out, that you can make work in some of the residential districts. Um, I, I would urge you however, to, uh very seriously consider, um, not permitting these uses in the R one district. Um, your, your code specifically provides that in the R one, uh, you're looking, the purpose is to have single household residential uses of low density, uh, and to protect those existing areas where custom and usage has established this pattern. Uh, I, I've lived in both R one and R two districts in Frostburg. Um, when I lived in an R two district, we, we certainly had more, uh, traffic. I think something like this would be more expected in that district. Um, but in, in the R one district, uh, I, I don't think this is expected. I don't think it's customary. Um, one, one of my family members, uh, extended family, uh, had Coops Buns, uh, which started exactly like what we're talking about here. Uh, and, and the amount of customers that they sold to on a daily basis uh, I, I can't imagine that kind of traffic in my neighborhood, uh, by Glendenning Park. Um, you know, that's, that's one of the best things about living in my neighborhood. It's one of the things that I, I love for my kids is that they, you know, they have a group of eight or 10 of them that they, they ride from the, the park to the Freeze to each other's houses. You know, they ride their bikes. I, I don't know, I'd feel comfortable with that if there was that level of traffic in there, or one district like that. Uh, so I, I believe, uh, in summation that the, uh, commercial districts, uh, I think you have it right. I think those should be permitted. Um, in the R in the residential districts. I would ask that you look at additional regulations, additional restrictions, and for the R one district, I would ask that you would consider, uh, not permitting those at all. Thank you. Your addresses. Oh, I'm sorry. Uh, Lee Beaman, uh, 219 Shaw Street, Frostburg, Maryland.

**Andrea DePlatis 43 Summit Place**

Andrea DePlatis 43 Summit Place here in Frostburg. Um, you're all familiar with PS Hair Design uh, located right here on Broadway. For years, her mother operated a beauty salon out of her home, up on Centennial Street. Armstrong Insurance for decades, Ruth and Jack Armstrong made a good living with their insurance business in their enclosed porch. You look at, uh, the Fiber Depot here in town for many years. Mrs. Ward had a business in her front parlor here out of block or so on, on Broadway. You look at these businesses that we now have here in town PS Hair Design. Imagine if she had made the decision to operate that out of her home. What would Storybook Holiday look like? Armstrong Insurance, slug and Barb Armstrong could easily have had a very successful business, not in the business district, uh, had a good income and a good life. The Fiber Depot is a destination. Mrs. Ward did it out of her front parlor. The difference in these people and these businesses is that the City has worked very hard for a very long time to strengthen our community and our business district through programs that are available, specifically concentrating on the business district. We have a designated Historic District, which is not easy to get. That comes with money. Of course that also comes with all the building. That take a lot of maintenance. The Main Street program I was here when that was established, that was a real tough road to hoe. And we still have the Main Street business whose purpose is to work with historic, traditional town centers, uh, to create thriving communities. If you have a beautiful Historic District filled with great businesses, it attracts tourists. It becomes a way to promote your community. Little businesses distributed out in the neighborhoods don't have that collective strength of benefit. Um, the Arts District, I don't know if you all know, we established an arts district, which is really a, a difficult thing to achieve for our little town. I was involved with that and the Main Street program, the arts district includes Wood Street and Center Street. I don't know if you all know who were looking at changing this ordinance. Realize that with an Arts and Entertainment, uh, District, people, artisans who live in the district, produce their art and sell their art within the district are eligible uh, I don't think they have to pay state income tax on that income. I don't know if any of you or all of you are aware of that or if you've ever promoted it. And there were two reasons to do the Wood Street and Center street, uh, connection to the university. When we were established the Arts and Entertainment District, those are small homes. Some of them have detached garages on the backs of the properties, which would be perfect for studios,

neighborhoods like the one I live in, were never intended for mixed use. Uh, the Main Street program, like anything, there's peaks and valleys and I look around now and I see, uh, a number of empty spaces. Now, if we were at a peak, all the spaces were filled, we were bursting at the seams. I would say yeah, consider maybe certain types of businesses out in the neighborhoods just to sort of hold them close until space could open up for them. But we are much stronger as a collective when it comes to supporting our businesses than we would be if everything was spread out, uh, within the communities. So anyway, I vote, no, I don't think it, I think it kind of works against everything that has been tried. Uh, the mushroom business, I could see where that wouldn't really have a bad effect. But the residential districts were never intended for mixed use. And I think if you want to do a business out of your home in a residential neighborhood, you should have to come before a commission and explain what that involves. But I think your job, uh, to make our city stronger is to promote our Business District. If I had a, a, I have had, but I don't have a property now on Main Street, but if I had a property with an empty space, I'm surprised there aren't a lot of landlords here kind of in sense saying, I could have had that tenant. And there are opportunities for popup businesses. Our spaces are small, thank goodness our rents are low. So I think allowing people to bypass all of that and take their strength away from what the potential would be for themselves and for our city. If they located in the Business District, I think it would be a disservice.

**Paul DePalatis at 43 Summit Place**

Paul DePalatis at 43 Summit Place in Frostburg. I'll be a little bit more brief. Uh, I am not in favor of this ordinance. I think there was one that was attempted some years back that was not implemented. Uh, my biggest concern is I think this will just eventually lead to degradation of the R one district, which is what it is now. It just, it'll be degraded and I'm not in favor of it. Uh, Gene Harris Jr. 83 East Main. I also have a property on Main Street, um, with a home up on Albert Avenue, 215 Albert Avenue. Um, I'm opposed to this change in zoning. I think the brakes need to be put on as somebody else has said. Um, I think a lot of people in town have no idea this is coming and having a legal notice in the newspaper every other week or something not everybody gets the paper. Not everybody reads and digests the paper, nor they know what's gonna happen here. Um, there are no sidewalks, um, up near Frost Elementary School. Glendenning Park neighborhood, if you will. Braddock Estates I don't think has sidewalks. Many areas don't have sidewalks The volume of traffic that will come in because of this change without sidewalks is gonna end up with somebody getting hurt. So, um, and I, again, I don't think the people know this is happening. Put it to a referendum, see what happens. See if the people come out to vote against it. I think they would. So I hope you, you all just hit the brakes. Let's study this some more. Let's stop it.

**Kit Pepper 211 James Court.**

I think everyone has done a wonderful job of explaining many reasons why the R one neighborhoods need to be excluded from this. As you all know, I owned a business on Main Street. I encouraged small artisans to sell their wares and do shows and do all of those things, and I value the fact that Frostburg is a home to people who are creative, who commercialize their creativity in wonderful ways. However, neighborhoods that are exclusively residential do not benefit businesses that open there. We have in Frostburg, as Andrea did such a great job of showing we have, uh, lots of opportunity in our condensed commercial area where we need those businesses. And when my business is next door to your business, you benefit from the business I get and I get back and forth. If I'm back on James Court behind a corner, then all of the traffic that I generate for my business is only because I spend money to get them there. So I just don't see any reason for it. I also think that in Allegany County there are, Frostburg is unique in that it has three beautiful R one neighborhoods. We also have, and correct me if I'm wrong, the biggest employer of people who come from other parts of the United States to live here. And I can tell you that when you move from other cities, you expect to buy a house often in a neighborhood that's a neighborhood of residential homes. In rural communities where houses are on a state road and you have an acre property and then another house, a acre property and maybe a cow field, and then you have a house and somebody has a beauty shop

in the garage. That's one thing. But when you're in a neighborhood and the houses are right next to each other, if you have a business next door to you, and Mr. Beman did a great job of pointing out, you're allowing a residential home to be the primary usage of that business. The person doesn't even have to live there. That's a big negative. And I think the City needs to look at the possibility of, I think you're gonna reduce your, uh, property taxes over a period of years if this becomes a thing, because maybe it won't reduce the property values, but I certainly think it could impede the growth of them, and that's gonna be less income from you. And I don't think anybody's going to be happy with that at all. So I ask you, the only thing that I ask is that you just exclude the R one neighborhoods and preserve these jewels that you have here in Frostburg. I think it adds to the attractiveness of the area and the value and the future. And I think by forcing businesses to be in commercial areas, we're building stronger businesses that way. Thank you.

**Kelly Mears – 58 Lyden Street**

Kelly Meers. Hi y'all. I live at 58 Lyden Street. Thankful for the opportunity to speak on the Zoning Ordinance. A lot of what I would like to comment on has been raised here, so I'll try to be brief. Um, I think what's really important to add to this conversation is a question, um, to this board around the impetus for bringing it forward. Um, what I'm hearing from this board is that a strong impetus is that these things already exist and we'd like to bring them forward to do so to exist in compliance. Um, my question to you is, if this were to pass, what is the plan to even bring those businesses to compliance and ask them to come forward to present themselves to the Zoning Board? Um, from what I understand, there wouldn't really be any actual impetus. They could continue doing their thing and operating underneath, uh, regulation and expectation without some sort of action to go and find and identify these, um, individual businesses that are in theory operating without, um, doing so in, uh, in good graces with the City. Um, my other question is, you know, I understand that part of this has to do with still requiring some exception from the Zoning Commission. Um, and my question, because this is a volunteer zoning board, is, is what types of training are we offering to those individual volunteers to help them consider what the longer term implications are when they are reviewing these types of decisions? Um, those are my two primary questions. Um, what I heard a lot of just now, and I'll, um, very much reiterate my preference towards is that people don't know that this is happening and what it means. That this is happening. Um, and so I would encourage just a slowing of the breaks, educating our public, um, and giving them a chance to, to offer their feedback in a position that is not simply at 5:00 PM uh, on a, on a school night. Um, that's all. Thank you.

**Pete Conklin – 6 Mill Street**

I just wanna second, uh, Pete Conklin 6 Mill Street. I'm actually in C one, so I don't count, but I, I'd like to second people who think this should be on ballot just to democracy. Okay.

**10. Old Business**

- A. Ordinance 2026-01** An Ordinance to Amend the City's Zoning Ordinance by Adding the Artisan/Small Manufacturing Land Use as a Special Exception Use in All Residential Districts, and Changing the Classification of That Use From a Special Exception Use to Permitted Use in All Commercial Districts. Jon Miller, Director of Community Development.

Motion and Second to Table Ordinance 2026-01; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion made by Commissioner of Public Works Ritchey, Seconded by Commissioner of Finance Carter.

Voting Yea: Mayor Logsdon, Commissioner of Finance Carter, Commissioner of Public Safety Grove, Commissioner of Water, Parks and Recreation Forsythe, Commissioner of Public Works Ritchey

## 11. New Business

- A. Ordinance 2026-02** An Ordinance to Repeal and Reenact Sections 4.01 and 4.02 of Appendix A of the City Code (The Rental Housing Code) Pertaining to Property Standards and Fire Safety. Jon Miller, Director of Community Development.

Motion and Second to Approve the Ordinance on First Reading and set the February 17, 2026 Council Meeting as an advertised Public Hearing; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion made by Commissioner of Public Works Ritchey.

Voting Yea: Mayor Logsdon, Commissioner of Finance Carter, Commissioner of Public Safety Grove, Commissioner of Water, Parks and Recreation Forsythe, Commissioner of Public Works Ritchey

- B. Resolution 2026-01** Reappointing Members of the Recreation Commission. Patrick O'Brien, City Administrator.

Motion and Second to Approve Resolution 2026-01; PUBLIC COMMENT; Vote of the Mayor and City Council.

Motion made by Commissioner of Public Safety Grove.

Voting Yea: Mayor Logsdon, Commissioner of Finance Carter, Commissioner of Public Safety Grove, Commissioner of Water, Parks and Recreation Forsythe, Commissioner of Public Works Ritchey

## 12. Open Public Comment

Carol Smith - 250 Armstrong Ave. - Compelled to speak about protecting our immigrant population. Have seen videos of ICE issues including people being stopped on their way to work, school, etc. As well as the murder of Renee Good. ICE has been seen in Cumberland. Wants us to work together. "We had whistles they had guns."

Rick Lemmert - Gram View Drive - Could Frostburg pass a DOGE test? No. Individuals on the Frostburg payroll have gone up 100%. The people needed and that is it. When he was born, one lady tabulated all of the water bills by hand. City should be strictly involved in what it needs to be involved in: Police, streets, etc. Paid up to three times the market value of properties on Center street. Card games in the street department during the day. Obviously have too many people. Paying people to drive around to get "windshield time." TV box on Main street. Good we don't have to pay the city government by the mile. Have you all discussed the tax rate. Wants to lower the tax rate. Pay over \$2,000 to the city of Frostburg because the tax assessment went up. Main thing that brought me here.

Rev Ed Clemmons Jr. - Running for house of Del 1A. Served the community in many ways in the community, served as Mayor of Luke. Price for water has to do with regulations. Best form of government is small and local government. City's cant operate on a reimbursement basis.

Kit Pepper - Thank the council city council and staff for the amount of transparency and how we include the public in the process. Thank you for voting to table the Ordinance. Need to shut down those businesses that may already be operating illegally.

Kelly Mears - 58 Linden - Appreciate the discussion this evening. Increased responsibility to bring members of the community up to speed. Nationwide protests today in recognition of the individual killed by a member of ICE. Impacts all marginalized communities and all communities. Members don't feel safe in their community or coming to meetings. Putting effort into making engagement in the city process more exciting and open for people. Pays her taxes and utility bills on time. Can members of the council say they pay all the taxes and water bills they owe?

Bernard Leek - 405 Grand Lee Drive: Against the Zoning Ordinance. Don't want delivery trucks in the residential areas. You don't have to live in the place you are doing this. Could lead to a

reduction in the housing prices. Felt he was run out from living on Bowery street because of the college kids. Don't want to start over again.

**13. Adjournment**

The Mayor adjourned the meeting at: 7:17 PM

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Todd J. Logsdon, Mayor

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Patrick O'Brien, City Administrator

**CLOSED-SESSION SUMMARY  
TO BE INCLUDED IN THE MINUTES IN THE NEXT OPEN MEETING  
(General Provisions Article § 3-306(c))**

**SUMMARY OF CLOSED SESSION HELD ON February 10, 2026**

**1. Statement of the time, place, and purpose of the closed session:**

Time of closed session: 4:49 PM

Place (location) of closed session: Frostburg City Hall, 37 S Broadway Street

Purpose of the closed session: to discuss the possible purchase of a property for development purposes.

**2. Record of the vote of each member as to closing the session:**

Names of members voting aye: No Vote

Members opposed: 0 Abstaining: 0

**3. Statutory authority to close session:**

This meeting was closed under the following provisions of General Provisions Art. § 3-305(b):

→ **Topic #1:** § 3-305(b) ( 3 ) → **Topic #2:** § 3-305(b) ( ) → **Topic #3:** § 3-305(b) ( )

**4. Listing of each topic actually discussed, persons present, and each action taken in the session:**

Topic description	Persons present for discussion	Action Taken/Each Recorded Vote
#1: Potential Purchase of Property	Mayor Todd Logsdon Commissioner Adam Ritchy Commissioner Kevin Grove Commissioner Nina Forsythe City Adm, Patrick O'Brien Dir. Finance, Amy Phillips, CPA Dir. Public Works, Hayden Lindsey Dir. Community Development, Jon Miller	Discussed the pros and cons of the potential purchase of a property for development purposes. It was decided that while the property may be beneficial in the future, until it is certain that it is needed it is not beneficial for the City to acquire it at this time.
#2:		
#3:		

Time of adjournment of closed session: 5:25 PM

\_\_\_\_\_  
Todd J. Logsdon, Mayor

\_\_\_\_\_  
Patrick O'Brien, City Administrator

City of Frostburg  
Monthly Reports



*For the month of January 2026*  
**Reports from the Departments of:**

Community Development  
Finance  
Parks and Recreation  
Street  
Water  
Police

## **CITY OF FROSTBURG**

Monthly Report: Community Development Department

For the Month of: January 2026

Submitted by: Jon Miller, Director of Community Development; Jamie Klink, Planner; Erica Beeman, Rental Housing Program Coordinator; Jay Hovatter, Code Enforcement Officer/Rental Housing Inspector

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### **Permits**

Please see attached permit report.

### **Rental Housing**

- Started intake on first fee schedule rental registration renewals, January had 460 renewals (~1188 units)
- Mailed and emailed property owners and owner agents regarding rental license renewal period and changes to Program requirements.
- Mailing address and email address updates were made for property owners who needed them.
- Updating iWorQ and Rental Housing Spreadsheet to reflect inspections completed and moved to next triennial inspection cycle.
- Provided Rental Housing welcoming materials to new property owners and rental properties brought into the program.
- Owner and Agent list was provided to citizens who requested assistance with housing in Frostburg.
- Updated emails, property agents, and phone numbers in iWorQ system.
- Finishing up with third-party inspector for last round of triennial inspections and sent final notices to overdue inspections.
- Began process of writing proposal for Vacant and Blighted Property Registration Program

## **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 January due to a lack of applications received.
- *Planning Commission* – The Frostburg Planning Commission met on Wednesday, January 14 to review the final site plan for the proposed 168,000 square-foot Vertical Converting Addition to their existing facility located along Hoffman Hollow Road in the Frostburg Industrial Park. The final site plan was unanimously approved. Additionally, staff gave an update on the status of the Frostburg Comprehensive Plan.
- *Board of Zoning Appeals* – The Board of Zoning Appeals did not meet in January due to a lack of applications received.
- *Green Team* – The Green Team met on Monday, January 5 to discuss topics that included new member recruitment, the Seed Swap/Garden Supply Swap event, the Buy Nothing Event, the Edible Arboretum, social media coordinators and postings, and the upcoming Sustainable Maryland Recertification. Additionally, an additional meeting was held on Thursday, January 22 at the Frostburg Library to discuss planning for the Buy Nothing Event which will take place in May.

## **Director's Report:**

### **Meetings, Webinars, Conferences, and Trainings Attended:**

- January 5th – Green Team
- January 6<sup>th</sup> – Staff Meeting
- January 9th – Comprehensive Plan Monthly Meeting
- January 9th – MHT Virtual Grant Informational Session
- January 13th – Staff meeting
- January 13th – Work Session
- January 15th – Department of House Community Development IGX Training
- January 20th – Mayor and Council Meeting

- January 23rd – Comp Plan Work Session

### **Director's Current Project Updates:**

- **Comprehensive Plan Re-Write** – The Comp Plan Steering Committee held their regular monthly meeting on January 9th. Following items were discussed – existing land use map, development capacity analysis, water resource element, also supplemental survey from Frostburg state. Survey yielded 17 responses, identifying reasons for choosing FSU and reasons for not staying in area after graduation. Students emphasized the need for more career opportunities and stronger job market. The next scheduled meeting of the Steering Committee is on February 6th.
- **Stabilization Grant Program** – Allegany County approved funds to be distributed to the following – Diamond building, Lucky building Hocking House.
- **Town House Project** – Photos submitted to Maryland Historic Trust for review, once receive permission for demolition we will proceed. Maryland historical Trust will review and inform us of findings, then properties will need to be archived.
- **Record Retention** - Community Development Department record retention documentation for State of Maryland Review
- **76 Unboxed** – Historic Website provided to Frostburg free of charge for life of the site, it provides data on historic properties, also gives owners opportunity to add photos of the property. Many features with the program, Historic Commission approved unanimously of moving forward with program.



# Case Activity Report

01/01/2026 - 01/31/2026

Completed Date	Compliance Deadline	Parcel Address	Description	Activity Type	Main Status
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**Group: Phone Call/Email**

1/14/2026	N/A	101 Meshach Frost Village	Code Complaint	Phone Call/Email	No CE Action Necessary

**Group Total: 1**

**Group: Re-Inspection**

1/27/2026	01/20/2026	418 TIMBER RIDGE DR	Trash set out early	Re-Inspection	Resolved

**Group Total: 1**

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**Total Records: 2**

**2/2/2026**



# Case Detail Report

01/01/2026 - 01/31/2026

Case Date	Compliance Deadline	Parcel Address	Description	Main Status
1/29/2026	02/02/2026	86 E MAIN ST	Failure to clear snow	First Warning
1/29/2026	02/02/2026	74 E MAIN ST	Failure to clear snow	First Warning
1/29/2026	02/02/2026	105 E MAIN ST	Failure to clear snow	First Warning
1/27/2026	02/06/2026	125 BOWERY ST	Loose trash on property, trash storage	First Warning
1/14/2026	N/A	101 Meshach Frost Village	Code Complaint	No CE Action Necessary
1/15/2026	01/20/2026	418 TIMBER RIDGE DR	Trash set out early	Resolved
1/5/2026	01/15/2026	113 MCCULLOH ST	Furniture	First Warning
1/5/2026	01/15/2026	122 MCCULLOH ST	Furniture	First Warning

Total Records: 8

2/2/2026



# Permit Report

01/01/2026 - 01/31/2026

Permit Type	Permit Sub Type	Parcel Address	Description	Main Status
Certificate of Appropriateness		52 W MAIN ST	Exterior Door Replacement	Closed
Use & Occupancy		218 MOONLIGHT DR	Residential Use and Occupancy	Closed
Burning		321 BARNARD ST	Burning Brush	Closed
Building	Renovation/Conversion	116 E MAIN ST	Commercial Building Renovation	Pending
Building	Accessory Structure	23 CENTENNIAL ST	Construction of a 12' x 9' Wooden Deck	Pending

**Total Records: 5**

**2/12/2026**



## Location Inspection Detail Report

01/01/2026 - 01/31/2026

Address	# Units	Date	Inspection Type	Description	Completed Date	Inspection Status
191 Park Ave.	45	1/28/2026	Rental Unit Inspection	Complaint on missing smoke alarm and heat not working.	1/28/2026	Fail
46 Paul Street	1	1/23/2026	Rental Unit Inspection	Re-inspection	1/21/2026	Pass
48 Paul Street	1	1/21/2026	Rental Unit Inspection	Rental Unit inspection	1/21/2026	Fail
110 C S. Broadway	1	1/16/2026	Rental Unit Inspection	Re Inspection 110 C	1/16/2026	Pass
116 Center Street	1	1/16/2026	Rental Unit Inspection	116 Center Re-inspection	1/16/2026	*Pending
110 C S. Broadway	1	1/14/2026	Rental Unit Inspection	110 C S. Broadway Inspection	1/14/2026	Fail
116 Center Street	1	1/14/2026	Rental Unit Inspection	116 Center Inspection	1/14/2026	Fail
4 unit A-H Bobcat Court	8	1/14/2026	Rental Unit Inspection	Unit F Re-Inspection	1/14/2026	Pass
66 Broadway	2	1/14/2026	Rental Unit Inspection	66 Broadway Unit A Re-inspection	1/14/2026	Pass
66 Broadway	2	1/14/2026	Rental Unit Inspection	66 Broadway Unit B Upstairs	1/14/2026	Pass
68 Broadway	2	1/14/2026	Rental Unit Inspection	Unit A Re-inspection	1/14/2026	Pass
68 Broadway	2	1/14/2026	Rental Unit Inspection	Unit B Re-inspection	1/14/2026	Pass
133 E. Main	2	1/14/2026	Rental Unit Inspection	Apt. 1 Re-inspection	1/14/2026	Pass
133 E. Main	2	1/14/2026	Rental Unit Inspection	Apt. 2 Re-inspection	1/14/2026	Pass
4 unit A-H Bobcat Court	8	1/9/2026	Rental Unit Inspection	Unit F	1/9/2026	Fail

Address	# Units	Date	Inspection Type	Description	Completed Date	Inspection Status
96 W. Mechanic Street, #1	1	1/7/2026	Rental Unit Inspection	Rental inspection Downstairs	1/7/2026	Fail
98 W. Mechanic Street, Apt A	1	1/7/2026	Rental Unit Inspection	Apt. A Lower	1/7/2026	Fail
98 W. Mechanic Street Apt B	1	1/7/2026	Rental Unit Inspection	Apt. B upstairs	1/7/2026	Fail
127 Center Street	1	1/6/2026	Rental Unit Inspection	Unit B Re inspection	1/6/2026	*Pending
127 Center Street	1	1/6/2026	Rental Unit Inspection	Unit B Re-inspection	1/6/2026	*Pending
127 Center Street	1	1/6/2026	Rental Unit Inspection	Unit A Re inspection	1/6/2026	*Pending
162 E. College Avenue	1	1/6/2026	Rental Unit Inspection	Re-inspection	1/6/2026	*Pending
56 A and B Spring Street	2	1/6/2026	Rental Unit Inspection	Unit A Inspection	1/6/2026	Fail
56 A and B Spring Street	2	1/6/2026	Rental Unit Inspection	Unit B	1/6/2026	Fail
119 Bowery Street	2	1/6/2026	Rental Unit Inspection	Re inspection unit A	1/6/2026	*Pending
119 Bowery Street	2	1/6/2026	Rental Unit Inspection	Re inspection Unit B No access dog	1/6/2026	*Pending
143 Wood Street	1	1/6/2026	Rental Unit Inspection	Inspection	1/6/2026	Fail
96 W. Mechanic Street, #2	1	9/9/2025	Rental Unit Inspection	Unit 2 (upstairs)	1/7/2026	Fail

Total Records: 28

2/2/2026

2026

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)	9,060,097.02
01-000-1008	RESTRICTED CASH-HEALTH INSUR COLLATERAL	20,519.00
01-000-1009	RESTRICTED CASH - RMC GRANT-HYDRO STUDY	25.00
01-000-1100	ACCOUNTS RECEIVABLE	25,758.46
01-000-1101	ACCTS REC - POLICE TICKETS/CIT	10,440.00
01-000-1140	TAXES RECEIVABLE - REAL ESTATE	466,921.08
01-000-1141	TAXES RECEIVABLE - PERSONAL PROPERTY	3,541.71
01-000-1142	TAXES RECEIVABLE - PUBLIC UTILITY	110,242.80
01-000-1143	TAXES RECEIVABLE - CORPORATION	53,659.44
01-000-1200	PREPAID EXPENSE	49,067.54
01-000-1201	PREPAID INSURANCE	126,268.06
01-000-1220	LEASE RECEIVABLE	780,013.55
01-000-1230	ACCRUED INTEREST RECEIVABLE	10,838.26
01-000-1260	NOTE RECEIVABLE - GUTHRIE	112,347.91
01-000-1500	FIXED ASSETS	26,512,972.13
01-000-1504	WIP - CHILDCARE CENTER	1,366.12
01-000-1506	WIP - GATEWAY IMPROVEMENT	834,131.81
01-000-1507	WORK IN PROCESS - MISC PROJECTS	533,740.20
01-000-1508	WORK IN PROCESS - 82-84 E MAIN	10,783.09
01-000-1570	RIGHT OF USE ASSETS	588,251.69
01-000-1571	RIGHT OF USE ASSETS - INTANGIBLE	196,633.48
01-000-1580	INTANGIBLE ASSETS	206,323.69
01-000-1600	RESERVE FOR DEPRECIATION	9,491,147.14-
01-000-1605	ACCUMULATED DEPRECIATION-ROU	263,587.51-
01-000-1650	RESERVE FOR AMORTIZATION	92,845.62-
01-000-1900	DEFERRED FINANCING OUTFLOW	505,273.00
01-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	191,069.00
	Total Assets	<u>30,563,003.77</u>

Liabilities & Fund Balance

01-000-1655	ACCUMULATED AMORTIZATION - ROU	45,184.07
01-000-2000	ACCOUNTS PAYABLE	31,208.16-
01-000-2005	CUSTOMER REFUND	437.81-
01-000-2200	FEDERAL INCOME TAX PAYABLE	42.62
01-000-2202	MARYLAND INCOME TAX WITHHELD	23.70
01-000-2207	HEALTH INSURANCE WITHHELD	47,323.37-
01-000-2209	MUTUAL OF OMAHA WITHHOLDING	2,579.60-
01-000-2220	LEASE LIABILITY	335,097.34
01-000-2225	SUBSCRIPTION LIABILITY - ROU	95,100.57
01-000-2250	UNEARNED REVENUE	156,517.86
01-000-2253	UNEARNED REVENUE - ARPA	1,331,036.61
01-000-2450	DEFERRED FINANCING INFLOW	65,759.00
01-000-2451	DEFERRED FINANCING INFLOW - OPEB	184,710.00
01-000-2452	DEFERRED FINANCING INFLOW-LEASES	747,667.95
01-000-2700	COMPENSATED ABSENCES	397,717.09
01-000-2855	OPEB OBLIGATION	506,723.00
01-000-2860	NET PENSION LIABILITY	1,434,463.00
01-000-2901	BONDS PAYABLE	2,288,000.00
01-000-2905	BOND PREMIUM	253,264.50
	Total Liabilities	<u>7,759,758.37</u>

2026

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01-000-3000	INVESTED IN FIXED ASSETS	14,712,902.00
01-000-3200	FUND BALANCE	5,684,750.62
	Total	<u>20,397,652.62</u>
	Revenue	5,210,850.62
	Less Expenses	<u>3,960,972.87</u>
	Net	<u>1,249,877.75</u>
	Total Fund Balance	<u>21,647,530.37</u>
	Total Liabilities & Fund Balance	<u><u>29,407,288.74</u></u>

2026

Assets		
02-000-1000	CASH	956,085.98
02-000-1030	RESTRICTED CASH - WATERSHED IMPROVE	55,421.42
02-000-1100	ACCOUNTS RECEIVABLE	935.20
02-000-1102	WATER ACCOUNTS RECEIVABLE	106,829.08
02-000-1115	SERVLIN FEES RECEIVABLE	3,218.61
02-000-1140	INTEREST RECEIVABLE - WATER	228.97
02-000-1201	PREPAID INSURANCE	52,587.61
02-000-1500	FIXED ASSETS	4,095,203.29
02-000-1520	WORK IN PROGRESS	206,286.03
02-000-1570	RIGHT OF USE ASSETS	140,277.91
02-000-1600	RESERVE FOR DEPRECIATION	2,984,026.14-
02-000-1605	ACCUMULATED DEPRECIATION-ROU	54,602.29-
02-000-1900	DEFERRED FINANCING OUTFLOW	90,253.00
02-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	31,845.00
	Total Assets	<u>2,700,543.67</u>
Liabilities & Fund Balance		
02-000-2000	ACCOUNTS PAYABLE	83,216.32-
02-000-2207	HEALTH INSURANCE WITHHELD	9,126.59-
02-000-2220	LEASE LIABILITY	88,475.40
02-000-2450	DEFERRED FINANCING INFLOW	11,747.00
02-000-2451	DEFERRED FINANCING INFLOW - OPEB	30,785.00
02-000-2700	COMPENSATED ABSENCES	110,817.38
02-000-2855	OPEB OBLIGATION	84,454.00
02-000-2860	NET PENSION LIABILITY	256,226.00
	Total Liabilities	<u>490,161.87</u>
02-000-3000	INVESTED IN FIXED ASSETS	1,314,663.00
02-000-3250	FUND BALANCE	753,091.24
	Total	<u>2,067,754.24</u>
	Revenue	951,695.18
	Less Expenses	<u>927,551.63</u>
	Net	24,143.55
	Total Fund Balance	<u>2,091,897.79</u>
	Total Liabilities & Fund Balance	<u>2,582,059.66</u>

2026

Assets		
03-000-1000	CASH	937,890.49
03-000-1040	BAY RESTORATION FUND CASH	10,065.86
03-000-1041	CSO CASH	967,846.10
03-000-1100	ACCOUNTS RECEIVABLE	50,943.00
03-000-1103	SEWER ACCOUNTS RECEIVABLE	122,978.75
03-000-1120	BAY RESTORATION FUND RECEIVABLE	15,195.96
03-000-1121	CSO SURCHARGE RECEIVABLE	33,817.70
03-000-1141	INTEREST REC - CSO SURCHARGE	2,789.41
03-000-1142	INTEREST RECEIVABLE - SEWER	469.65
03-000-1201	PREPAID INSURANCE	32,294.85
03-000-1500	FIXED ASSETS	28,294,006.47
03-000-1538	WIP - PHASE X-A	1,561,446.39
03-000-1539	WIP - PHASE X-B	146,754.99
03-000-1540	WIP - PHASE X-C	159,743.40
03-000-1541	WIP - PHASE IX-D	340,377.25
03-000-1542	WIP - PHASE VIII-C	350,737.68
03-000-1570	RIGHT OF USE ASSETS	86,933.24
03-000-1600	RESERVE FOR DEPRECIATION	10,300,066.20-
03-000-1605	ACCUMULATED DEPRECIATION-ROU	23,182.20-
03-000-1900	DEFERRED FINANCING OUTFLOW	71,776.00
03-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	26,537.00
	Total Assets	<u>22,889,355.79</u>
Liabilities & Fund Balance		
03-000-2000	ACCOUNTS PAYABLE	113,839.23-
03-000-2207	HEALTH INSURANCE WITHHELD	8,797.19-
03-000-2220	LEASE LIABILITY	66,362.62
03-000-2450	DEFERRED FINANCING INFLOW	9,341.00
03-000-2451	DEFERRED FINANCING INFLOW - OPEB	25,654.00
03-000-2700	COMPENSATED ABSENCES	105,127.59
03-000-2855	OPEB OBLIGATION	70,378.00
03-000-2860	NET PENSION LIABILITY	203,770.00
03-000-2900	NOTES PAYABLE	169,127.81
	Total Liabilities	<u>527,124.60</u>
03-000-3000	INVESTED IN FIXED ASSETS	18,618,002.00
03-000-3200	FUND BALANCE	1,799,175.99
	Total	<u>20,417,177.99</u>
	Revenue	2,021,827.70
	Less Expenses	<u>1,016,746.40</u>
	Net	1,005,081.30
	Total Fund Balance	<u>21,422,259.29</u>
	Total Liabilities & Fund Balance	<u>21,949,383.89</u>

2026

Assets		
04-000-1000	CASH	1,492,218.66
04-000-1130	SURCHARGE INTEREST RECEIVABLE	4,246.92
04-000-1131	WATER SURCHARGE RECEIVABLE	57,602.59
04-000-1500	FIXED ASSETS	28,467,670.69
04-000-1540	LAND	164,021.96
04-000-1600	RESERVE FOR DEPRECIATION	20,222,047.29-
	Total Assets	<u>9,963,713.53</u>
Liabilities & Fund Balance		
04-000-2000	ACCOUNTS PAYABLE	86.93-
04-000-2250	UNEARNED REVENUE	8,921.05
04-000-2900	NOTES PAYABLE	2,015,778.33
	Total Liabilities	<u>2,024,612.45</u>
04-000-3000	INVESTED IN FIXED ASSETS	5,951,050.00
04-000-3250	FUND BALANCE	953,224.56
	Total	<u>6,904,274.56</u>
	Revenue	485,603.14
	Less Expenses	90,370.80
	Net	<u>395,232.34</u>
	Total Fund Balance	<u>7,299,506.90</u>
	Total Liabilities & Fund Balance	<u>9,324,119.35</u>

Audit Adjustments for the year ended 06/30/25 are incomplete.

2026

Assets		
05-000-1000	CASH	168,156.30
05-000-1100	ACCOUNTS RECEIVABLE	50.00
05-000-1135	TRASH & GARBAGE RECEIVABLE	53,910.66
05-000-1140	INTEREST RECEIVABLE - TRASH	5,199.88
05-000-1201	PREPAID INSURANCE	9,845.31
05-000-1500	FIXED ASSETS	596,937.03
05-000-1600	RESERVE FOR DEPRECIATION	373,223.90-
05-000-1900	DEFERRED FINANCING OUTFLOW	43,350.00
05-000-1910	DEFERRED FINANCING OUTFLOW - OPEB	15,922.00
	Total Assets	<u>520,147.28</u>
Liabilities & Fund Balance		
05-000-2000	ACCOUNTS PAYABLE	2,128.55
05-000-2207	HEALTH INSURANCE WITHHELD	2,303.46-
05-000-2450	DEFERRED FINANCING INFLOW	5,642.00
05-000-2451	DEFERRED FINANCING INFLOW - OPEB	15,392.00
05-000-2700	COMPENSATED ABSENCES	29,318.47
05-000-2855	OPEB OBLIGATION	42,227.00
05-000-2860	NET PENSION LIABILITY	123,069.00
	Total Liabilities	<u>215,473.56</u>
05-000-3000	INVESTED IN FIXED ASSETS	223,712.00
05-000-3200	FUND BALANCE	14,772.24-
	Total	<u>208,939.76</u>
	Revenue	315,004.91
	Less Expenses	<u>217,529.86</u>
	Net	97,475.05
	Total Fund Balance	<u>306,414.81</u>
	Total Liabilities & Fund Balance	<u>521,888.37</u>

City of Frostburg  
COMM DEVELOPMENT SPECIAL PROJECTS FUND  
BALANCE SHEET  
AS OF: 01/31/26

2026

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Assets		
07-000-1000	CASH	31,731.63
	Total Assets	<u>31,731.63</u>
Liabilities & Fund Balance		
	Total Liabilities	<u>0.00</u>
07-000-3200	FUND BALANCE	31,687.19
	Total	<u>31,687.19</u>
	Revenue	19.29
	Less Expenses	<u>0.00</u>
	Net	<u>19.29</u>
	Total Fund Balance	<u>31,706.48</u>
	Total Liabilities & Fund Balance	<u>31,706.48</u>

City of Frostburg  
OPIOID SETTLEMENT FUND  
BALANCE SHEET  
AS OF: 01/31/26

2026

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Assets		
08-000-1000	CASH	35,725.44
	Total Assets	<u>35,725.44</u>
Liabilities & Fund Balance		
	Total Liabilities	<u>0.00</u>
08-000-3200	FUND BALANCE	23,483.08
	Total	<u>23,483.08</u>
	Revenue	4,085.90
	Less Expenses	<u>0.00</u>
	Net	<u>4,085.90</u>
	Total Fund Balance	<u>27,568.98</u>
	Total Liabilities & Fund Balance	<u>27,568.98</u>

**CITY OF FROSTBURG  
JANUARY 2026 BUDGET REPORT**

*Section 7, Item A.*

*Note: Audit adjustments for the year ended 06/30/25 are incomplete.*

Account Id	Account Description	Budget	January 2026 Rev/Expd	YTD Rev/Expd	% of Budget Earned/Incurred
01-000-4000	TAXES-REAL ESTATE	3,080,000.00	0.00	3,113,668.98	101.1
01-000-4001	PERSONAL PROPERTY TAXES	6,000.00	(31.42)	3,590.23	59.8
01-000-4002	PUBLIC UTILITY TAXES	220,000.00	0.00	210,990.60	95.9
01-000-4003	CORPORATION TAXES	85,000.00	0.00	78,639.94	92.5
01-000-4004	PRIOR YEAR TAXES	1,000.00	0.00	0.00	0.0
01-000-4005	TRAILER TAX	1,600.00	0.00	840.00	52.5
01-000-4010	INTEREST ON TAXES	35,000.00	1,075.21	16,340.60	46.7
01-000-4011	TAX CREDITS	(30,000.00)	0.00	0.00	0.0
01-000-4012	TAX ABATEMENTS	(3,000.00)	0.00	0.00	0.0
01-000-4013	ENTERPRISE ZONE CREDIT REIMBURS	16,000.00	0.00	0.00	0.0
01-000-4020	MARYLAND INCOME TAXES	700,000.00	5,043.24	323,866.88	46.3
01-000-4021	ADMISSION TAXES	18,000.00	4,711.88	4,788.09	26.6
01-000-4022	HOTEL MOTEL TAX	150,000.00	21,009.35	143,236.89	95.5
01-000-4023	HIGHWAY USE TAX	550,000.00	99,140.50	364,775.97	66.3
01-000-4024	COAL TAX	2,600.00	0.00	2,426.59	93.3
01-000-4025	HOUSING AUTHORITY	12,000.00	0.00	0.00	0.0
01-000-4027	PAYMENT IN LIEU OF TAXES	390.00	0.00	0.00	0.0
01-000-4031	LIQUOR LICENSES	10,000.00	356.25	2,071.00	20.7
01-000-4032	TRADERS LICENSES	10,000.00	6.89	941.76	9.4
01-000-4040	POLICE GRANTS	40,000.00	6,467.68	21,922.61	54.8
01-000-4041	PARKING REVENUE	700.00	0.00	0.00	0.0
01-000-4043	POLICE PROTECTION GRANTS	120,000.00	585.70	53,873.70	44.9
01-000-4045	FINES & FORFEITURES	4,500.00	810.00	2,785.00	61.9
01-000-4047	FROSTBURG STATE UNIV - MOU	10,000.00	0.00	20,000.00	200.0
01-000-4049	SCHOOL RESOURCE REIMBURSEMENT	30,000.00	0.00	0.00	0.0
01-000-4050	PERMITS, PLANNING, ETC	2,500.00	75.00	1,060.00	42.4
01-000-4051	BUILDING PERMITS	3,000.00	0.00	2,055.00	68.5
01-000-4052	RENTAL REGISTRATION	75,000.00	34,480.00	38,000.00	50.7
01-000-4054	CONSTRUCTION INSPECTIONS	28,000.00	0.00	15,395.00	55.0
01-000-4055	CODE ENFORCEMENT CITATIONS	1,250.00	250.00	2,305.00	184.4
01-000-4056	COMM DEV GRANT REVENUE	110,000.00	0.00	36,753.82	33.4
01-000-4060	SWIMMING POOL	65,000.00	0.00	34,925.45	53.7
01-000-4062	DAY CAMP REGISTRATIONS	18,000.00	0.00	9,728.50	54.1
01-000-4063	RECREATION ACTIVITIES	22,000.00	6,580.00	18,400.00	83.6
01-000-4200	OPERATING TRANSFER - WATER FUND	126,300.00	10,525.00	73,675.00	58.3
01-000-4201	OPERATING TRANSFER - SEWER FUND	242,300.00	20,192.00	141,344.00	58.3
01-000-4202	OPERATING TRANSFER - GARBAGE FUND	24,500.00	2,042.00	14,294.00	58.3
01-000-4250	NSF FEES	0.00	170.00	1,205.00	0.0
01-000-4301	RENTS	111,000.00	1,125.00	63,624.02	57.3
01-000-4302	HRD APPROPRIATION	10,700.00	1,802.00	3,604.00	33.7
01-000-4303	FRANCHISES - GAS, TV, ETC	68,000.00	0.00	34,871.51	51.3
01-000-4304	MISCELLANEOUS REVENUE	4,000.00	240.00	7,441.64	186.0
01-000-4306	PROJECT REIMBURSEMENT	2,169,000.00	0.00	46,622.26	2.2
01-000-4307	INSURANCE REIMBURSEMENTS	0.00	0.00	53,669.65	0.0
01-000-4315	PROCEEDS FROM FUND BALANCE	268,425.00	0.00	0.00	0.0
01-000-4317	SPECIAL REVENUE	666,000.00	0.00	0.00	0.0
01-000-4600	INTEREST INCOME	475,000.00	41,897.17	247,732.93	52.2
<b>CORPORATE FUND Revenue Totals</b>		<b>9,559,765.00</b>	<b>258,553.45</b>	<b>5,211,465.62</b>	
EXECUTIVE					
01-100-5000	SALARIES	22,200.00	3,700.00	12,950.00	58.3
01-100-5010	SOCIAL SECURITY	1,700.00	283.10	990.85	58.3
01-100-5012	WORKERS COMP	175.00	0.00	3.49	2.0
01-100-5050	LEGISLATIVE CONTINGENCIES	6,000.00	0.00	447.74	7.5
01-100-5104	INSURANCE - PUBLIC OFFICIALS	9,700.00	816.75	5,717.25	58.9
01-100-5150	TRAINING	2,800.00	185.00	2,100.74	75.0
01-100-5160	TRAVEL	5,700.00	45.72	192.72	3.4
01-100-5185	PROFESSIONAL FEES	30,000.00	2,083.00	20,696.00	69.0
<b>100 Executive</b>		<b>78,275.00</b>	<b>7,113.57</b>	<b>43,098.79</b>	
ADMINISTRATIVE					
01-110-5000	SALARIES	175,800.00	18,540.68	92,560.65	52.7
01-110-5001	SALARIES - BONUS	0.00	0.00	20,262.15	0.0
01-110-5010	SOCIAL SECURITY	13,400.00	1,397.51	8,502.66	63.5
01-110-5011	PENSION	21,100.00	0.00	20,347.00	96.4
01-110-5012	WORKERS COMP	600.00	0.00	11.95	2.0
01-110-5013	INSURANCE - HEALTH	34,600.00	478.75	3,521.29	10.2
01-110-5014	INSURANCE - HEALTH RETIREE	30,600.00	73.19	5,384.50	17.6
01-110-5015	CONTRIBUTION - 457	2,000.00	182.70	990.02	49.5
01-110-5030	EMPLOYEE WELLNESS	7,500.00	1,193.83	5,614.38	74.9

**CITY OF FROSTBURG  
JANUARY 2026 BUDGET REPORT**

*Section 7, Item A.*

*Note: Audit adjustments for the year ended 06/30/25 are incomplete.*

Account Id	Account Description	Budget	January 2026 Rev/Expd	YTD Rev/Expd	% of Budget Earned/Incurred
01-110-5050	RESERVE FOR CONTINGENCIES	10,000.00	18.98	4,769.00	47.7
01-110-5102	INSURANCE - GEN LIAB	150.00	14.50	101.50	67.7
01-110-5105	INSURANCE - PROPERTY	12,000.00	779.00	5,453.00	45.4
01-110-5106	INSURANCE - AD&D AND LIFE	4,500.00	0.00	0.00	0.0
01-110-5111	CONTRIBUTIONS - TOURISM	120,000.00	0.00	63,959.00	53.3
01-110-5150	TRAINING	1,200.00	0.00	2,157.16	179.8
01-110-5160	TRAVEL	1,800.00	0.00	3,275.11	182.0
01-110-5185	PROFESSIONAL FEES	1,100.00	0.00	524.13	47.7
01-110-5191	COMMUNICATIONS	12,000.00	772.34	7,422.08	61.9
01-110-5200	ADVERTISING	6,400.00	0.00	107.66	1.7
01-110-5205	LEGAL	42,500.00	0.00	11,703.75	27.5
01-110-5207	PENSION ADMINISTRATIVE FEE	7,800.00	0.00	0.00	0.0
01-110-5210	OFFICE SUPPLIES	11,000.00	462.72	7,241.21	65.8
01-110-5220	POSTAGE	28,000.00	2,500.00	16,632.72	59.4
01-110-5230	COMPUTER EXPENSE	14,000.00	1,252.42	8,126.63	58.1
01-110-5232	IT LICENSING AND FEES	40,500.00	2,614.57	22,340.70	55.2
01-110-5235	DIGITAL ENGAGEMENT	29,000.00	1,137.19	18,928.94	65.3
01-110-5301	ELECTION	12,000.00	0.00	0.00	0.0
01-110-5391	PRINCIPAL AND INTEREST ON DEBT SERVICE	154,700.00	0.00	48,086.80	31.1
01-110-5500	BUILDING - ARMORY	12,000.00	512.97	7,877.13	65.6
01-110-5502	BUILDING MAINTENANCE	26,000.00	1,848.95	12,712.86	48.9
01-110-5550	UTILITIES - BUILDING	16,000.00	1,937.89	9,606.14	60.0
01-110-5700	BANK FEES	300.00	0.00	119.06	39.7
01-110-5807	CAPITAL OUTLAY	2,270,000.00	0.00	5,801.89	0.3
<b>110 Administrative</b>		<b>3,118,550.00</b>	<b>35,718.19</b>	<b>414,141.07</b>	
FINANCE					
01-120-5000	SALARIES	82,000.00	9,085.89	41,472.17	50.6
01-120-5010	SOCIAL SECURITY	6,200.00	660.39	2,975.40	48.0
01-120-5011	PENSION	9,700.00	0.00	9,491.00	97.9
01-120-5012	WORKERS COMP	200.00	0.00	4.98	2.5
01-120-5013	INSURANCE - HEALTH	13,000.00	3,817.10	97,323.61	748.6
01-120-5015	CONTRIBUTION - 457	625.00	67.14	396.73	63.5
01-120-5102	INSURANCE - GEN LIAB	150.00	14.50	101.50	67.7
01-120-5105	INSURANCE - PROPERTY	4,500.00	292.10	2,044.70	45.4
01-120-5150	TRAINING	1,000.00	0.00	195.00	19.5
01-120-5160	TRAVEL	0.00	0.00	1,375.25	0.0
01-120-5185	PROFESSIONAL FEES	1,000.00	0.00	0.00	0.0
01-120-5310	AUDITING	85,000.00	0.00	18,425.00	21.7
01-120-5311	ACTUARIAL STUDY	6,500.00	0.00	0.00	0.0
01-120-5313	TAX COLLECTION	1,300.00	123.75	679.88	52.3
01-120-5810	RETSA OBLIGATION	16,000.00	0.00	0.00	0.0
<b>120 Finance</b>		<b>227,175.00</b>	<b>14,060.87</b>	<b>174,485.22</b>	
COMMUNITY DEV					
01-130-5000	SALARIES	128,500.00	13,363.20	64,670.41	50.3
01-130-5010	SOCIAL SECURITY	9,800.00	991.14	4,741.16	48.4
01-130-5011	PENSION	15,400.00	0.00	14,872.00	96.6
01-130-5012	WORKERS COMP	350.00	0.00	6.97	2.0
01-130-5013	INSURANCE - HEALTH	26,700.00	143.82	1,628.49	6.1
01-130-5015	CONTRIBUTION - 457	1,500.00	60.00	301.27	20.1
01-130-5102	INSURANCE - GEN LIAB	150.00	14.50	101.50	67.7
01-130-5105	INSURANCE - PROPERTY	4,500.00	389.46	2,726.22	60.6
01-130-5150	TRAINING	750.00	0.00	0.00	0.0
01-130-5160	TRAVEL	900.00	0.00	2.90	0.3
01-130-5185	PROFESSIONAL FEES	750.00	0.00	0.00	0.0
01-130-5320	ECONOMIC DEVELOPMENT	8,000.00	500.00	3,760.00	47.0
01-130-5322	PLANNING	15,000.00	0.00	72,051.50	480.3
01-130-5323	PUBLIC ART	2,000.00	0.00	199.78	10.0
01-130-5401	AUTO EXPENSE	0.00	0.00	106.25	0.0
01-130-5822	SPECIAL PROJECTS	20,000.00	83.91	13,144.25	65.7
<b>130 Community Dev</b>		<b>234,300.00</b>	<b>15,546.03</b>	<b>178,312.70</b>	
CODE ENFORCEMENT					
01-140-5000	SALARIES	81,000.00	9,960.00	40,960.18	50.6
01-140-5010	SOCIAL SECURITY	6,200.00	749.13	3,028.58	48.9
01-140-5011	PENSION	9,800.00	0.00	9,375.00	95.7
01-140-5012	WORKERS COMP	2,400.00	0.00	3.98	0.2
01-140-5013	INSURANCE - HEALTH	26,700.00	88.23	4,608.10	17.3
01-140-5015	CONTRIBUTION - 457	750.00	52.80	372.60	49.7

**CITY OF FROSTBURG  
JANUARY 2026 BUDGET REPORT**

*Section 7, Item A.*

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Account Id	Account Description	Budget	January 2026 Rev/Expd	YTD Rev/Expd	% of Budget Earned/Incurred
01-140-5100	INSURANCE - AUTO	850.00	65.24	456.66	53.7
01-140-5102	INSURANCE - GEN LIAB	150.00	14.50	101.50	67.7
01-140-5105	INSURANCE - PROPERTY	4,500.00	292.10	2,044.70	45.4
01-140-5150	TRAINING	500.00	0.00	379.00	75.8
01-140-5160	TRAVEL	500.00	0.00	0.00	0.0
01-140-5185	PROFESSIONAL FEES	400.00	0.00	0.00	0.0
01-140-5231	SOFTWARE AND SUBSCRIPTIONS	13,700.00	1,125.00	4,500.00	32.9
01-140-5330	CODE ENFORCEMENT	5,000.00	(40.00)	1,019.39	20.4
01-140-5331	CONSTRUCTION INSPECT	20,000.00	3,640.00	13,700.00	68.5
01-140-5332	RENTAL INSPECTION	1,000.00	0.00	3,150.00	315.0
01-140-5401	AUTO EXPENSE	500.00	30.00	30.00	6.0
<b>140 Code Enforcement</b>		<b>173,950.00</b>	<b>15,977.00</b>	<b>83,729.69</b>	
PUBLIC WORKS ADMIN					
01-150-5000	SALARIES	82,500.00	10,578.51	49,813.57	60.4
01-150-5010	SOCIAL SECURITY	6,600.00	766.38	3,652.44	55.3
01-150-5011	PENSION	9,800.00	0.00	9,548.00	97.4
01-150-5012	WORKERS COMP	1,800.00	0.00	31.87	1.8
01-150-5013	INSURANCE - HEALTH	20,600.00	441.76	2,182.79	10.6
01-150-5015	CONTRIBUTION - 457	800.00	105.12	520.32	65.0
01-150-5100	INSURANCE - AUTO	850.00	64.96	454.72	53.5
01-150-5102	INSURANCE - GEN LIAB	150.00	14.50	101.50	67.7
01-150-5105	INSURANCE - PROPERTY	3,000.00	194.73	1,363.10	45.4
01-150-5150	TRAINING	1,750.00	0.00	957.16	54.7
01-150-5160	TRAVEL	1,000.00	0.00	1,957.13	195.7
01-150-5185	PROFESSIONAL FEES	2,100.00	400.00	400.00	19.1
01-150-5193	ONE CALL CONCEPTS	2,200.00	78.08	696.62	31.7
01-150-5340	ENGINEERING EQUIPMENT	3,000.00	0.00	2,605.99	86.9
01-150-5341	MAPPING SUPPLIES	8,000.00	0.00	4,419.12	55.2
01-150-5342	PUBLIC WORKS	7,400.00	383.83	4,001.83	54.1
01-150-5400	GAS, OIL, GREASE	3,000.00	908.19	1,755.95	58.5
01-150-5420	FLEET LEASE	11,000.00	1,736.89	6,864.17	62.4
<b>150 Public Works Admin</b>		<b>165,550.00</b>	<b>15,672.95</b>	<b>91,326.28</b>	
PUBLIC SAFETY					
01-160-5000	SALARIES	1,152,300.00	145,218.89	691,054.55	60.0
01-160-5002	SALARIES - POLICE GRANTS	40,000.00	2,953.52	15,726.72	39.3
01-160-5003	COURT TIME	13,000.00	3,107.87	8,352.39	64.3
01-160-5010	SOCIAL SECURITY	91,000.00	11,169.41	52,576.81	57.8
01-160-5011	PENSION	347,000.00	0.00	249,722.00	72.0
01-160-5012	WORKERS COMP	72,000.00	0.00	1,434.06	2.0
01-160-5013	INSURANCE - HEALTH	259,700.00	16,648.56	118,817.46	45.8
01-160-5015	CONTRIBUTION - 457	7,500.00	870.71	4,564.96	60.9
01-160-5100	INSURANCE - AUTO	9,600.00	603.42	4,889.94	50.9
01-160-5102	INSURANCE - GEN LIAB	1,300.00	130.25	911.75	70.1
01-160-5103	INSURANCE - POLICE PROFESSIONAL	12,000.00	886.50	6,205.50	51.7
01-160-5105	INSURANCE - PROPERTY	6,900.00	445.38	3,013.66	43.7
01-160-5150	TRAINING	35,000.00	570.00	12,459.26	35.6
01-160-5170	UNIFORMS	13,000.00	0.00	8,111.95	62.4
01-160-5180	SAFETY EQUIPMENT	1,200.00	90.00	540.00	45.0
01-160-5181	LAW ENFORCEMENT EQUIPMENT	18,500.00	408.09	1,879.48	10.2
01-160-5191	COMMUNICATIONS	30,500.00	2,137.39	15,560.47	51.0
01-160-5206	C3I CLERICAL SUPPORT	6,000.00	0.00	0.00	0.0
01-160-5210	OFFICE SUPPLIES	5,000.00	335.03	2,289.08	45.8
01-160-5230	COMPUTER EXPENSE	8,500.00	27.99	10,554.98	124.2
01-160-5350	FSU MOU	10,000.00	0.00	20,000.00	200.0
01-160-5380	POLICE REFORM	31,000.00	0.00	0.00	0.0
01-160-5390	MISCELLANEOUS EXPENSE	4,000.00	360.14	4,569.53	114.2
01-160-5400	GAS, OIL, GREASE	30,000.00	1,954.97	11,640.70	38.8
01-160-5401	AUTO EXPENSE	18,000.00	5,440.01	15,154.59	84.2
01-160-5420	FLEET LEASE	61,000.00	5,064.20	34,154.49	56.0
01-160-5502	JAIL AND OFFICE MAINTENANCE	4,000.00	411.34	2,731.27	68.3
01-160-5550	UTILITIES - PUBLIC SAFETY	10,000.00	1,384.11	6,331.62	63.3
01-160-5851	FIRE DEPT APPROPRIATION	269,525.00	67,381.25	202,143.75	75.0
<b>160 Public Safety</b>		<b>2,567,525.00</b>	<b>267,599.03</b>	<b>1,505,390.97</b>	
PUBLIC WORKS - STREET					
01-170-5000	SALARIES	340,000.00	42,605.42	190,122.68	55.9
01-170-5010	SOCIAL SECURITY	26,000.00	3,138.69	13,908.16	53.5
01-170-5011	PENSION	40,800.00	0.00	39,351.00	96.5

CITY OF FROSTBURG  
 JANUARY 2026 BUDGET REPORT

Section 7, Item A.

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01-170-5012	WORKERS COMP	18,000.00	0.00	398.35	2.2
01-170-5013	INSURANCE - HEALTH	99,300.00	805.05	3,249.15	3.3
01-170-5015	CONTRIBUTION - 457	1,500.00	146.16	777.52	51.8
01-170-5018	UNEMPLOYMENT	200.00	0.00	0.00	0.0
01-170-5100	INSURANCE - AUTO	11,500.00	839.63	6,435.41	56.0
01-170-5102	INSURANCE - GEN LIAB	600.00	57.84	404.87	67.5
01-170-5105	INSURANCE - PROPERTY	12,900.00	836.25	5,885.72	45.6
01-170-5150	TRAINING	5,000.00	0.00	0.00	0.0
01-170-5170	UNIFORMS	8,000.00	494.57	3,135.23	39.2
01-170-5180	SAFETY EQUIPMENT	7,000.00	139.08	2,771.36	39.6
01-170-5191	COMMUNICATIONS	15,000.00	192.19	1,595.95	10.6
01-170-5210	OFFICE SUPPLIES	1,500.00	0.00	1,296.87	86.5
01-170-5400	GAS, OIL, GREASE	30,000.00	2,210.91	11,237.44	37.5
01-170-5420	FLEET LEASE	51,000.00	4,224.59	29,635.50	58.1
01-170-5550	UTILITIES - BUILDING	7,000.00	1,523.31	3,930.91	56.2
01-170-5710	LOADER RENTAL	0.00	0.00	73.45	0.0
01-170-5711	SALT & ABRASIVES	150,000.00	78,554.50	116,889.38	77.9
01-170-5712	SIGN MAINTENANCE	15,000.00	0.00	4,042.03	27.0
01-170-5713	STREET EQUIPMENT MAINTENANCE	120,000.00	6,149.39	60,744.96	50.6
01-170-5714	STREET LIGHTING	100,000.00	10,377.00	63,260.46	63.3
01-170-5715	STREET MAINTENANCE REPAIRS	136,000.00	957.00	32,103.18	23.6
01-170-5716	STREET SHOP EQUIPMENT	70,000.00	1,469.74	22,533.67	32.2
01-170-5717	STREET LIGHTING REPAIRS	48,500.00	3,655.00	37,051.00	76.4
01-170-5800	CAPITAL OUTLAY	596,000.00	0.00	230,929.77	38.8
01-170-5861	STREET PAVING	150,000.00	0.00	150,000.00	100.0
01-170-5865	PARKING LOT MAINTENANCE	42,500.00	0.00	3,000.00	7.1
<b>170 Public Works - Street</b>		<b>2,103,300.00</b>	<b>158,376.32</b>	<b>1,034,764.02</b>	
RECREATION					
01-180-5000	SALARIES	305,000.00	35,125.32	175,086.95	57.4
01-180-5010	SOCIAL SECURITY	23,200.00	2,570.80	12,798.34	55.2
01-180-5011	PENSION	33,100.00	0.00	35,300.00	106.7
01-180-5012	WORKERS COMP	16,100.00	0.00	362.50	2.3
01-180-5013	INSURANCE - HEALTH	91,700.00	1,215.18	9,143.49	10.0
01-180-5015	CONTRIBUTION - 457	1,750.00	178.68	770.35	44.0
01-180-5100	INSURANCE - AUTO	2,900.00	208.84	1,461.88	50.4
01-180-5102	INSURANCE - GEN LIAB	600.00	57.84	404.87	67.5
01-180-5105	INSURANCE - PROPERTY	17,600.00	1,150.12	7,965.84	45.3
01-180-5150	TRAINING	300.00	0.00	0.00	0.0
01-180-5160	TRAVEL	750.00	0.00	266.00	35.5
01-180-5170	UNIFORMS	5,000.00	626.72	2,713.98	54.3
01-180-5180	SAFETY EQUIPMENT	500.00	0.00	0.00	0.0
01-180-5400	GAS, OIL, GREASE	10,000.00	636.23	4,128.31	41.3
01-180-5420	FLEET LEASE	23,000.00	1,863.65	13,073.50	56.8
01-180-5503	ARMORY EXPENSE - GYM	9,000.00	1,523.33	3,930.95	43.7
01-180-5504	COMMUNITY CENTER	18,000.00	1,203.86	8,974.12	49.9
01-180-5510	CITY PLACE	13,000.00	2,534.92	6,924.56	53.3
01-180-5550	UTILITIES	9,000.00	242.52	2,106.97	23.4
01-180-5720	BEAUTIFY THE BURG EXPENSE	1,500.00	0.00	0.00	0.0
01-180-5721	REC EQUIPMENT MAINTENANCE	13,000.00	578.19	4,440.22	34.2
01-180-5722	REC LEAGUE APPROPRIATIONS	5,000.00	0.00	0.00	0.0
01-180-5723	REC PARK MAINTENANCE EXPENSE	58,000.00	1,696.99	26,695.77	46.0
01-180-5724	STREET TREE MAINTENANCE	7,500.00	0.00	3,750.00	50.0
01-180-5725	TRAILHEAD MAINTENANCE EXPENSE	2,000.00	0.00	0.00	0.0
01-180-5726	RECREATIONAL PROGRAMS	11,500.00	251.25	6,079.57	52.9
01-180-5772	TRASH REMOVAL	12,000.00	410.41	5,721.81	47.7
01-180-5800	CAPITAL OUTLAY	55,000.00	(25,182.70)	16,012.00	29.1
<b>180 Recreation</b>		<b>746,000.00</b>	<b>26,892.15</b>	<b>348,111.98</b>	
RECREATION-POOL					
01-181-5000	SALARIES	72,000.00	0.00	47,019.46	65.3
01-181-5010	SOCIAL SECURITY	5,500.00	0.00	3,596.96	65.4
01-181-5012	WORKERS COMP	3,800.00	0.00	91.62	2.4
01-181-5018	UNEMPLOYMENT	200.00	0.00	0.00	0.0
01-181-5507	POOL OPERATING	39,000.00	1,767.17	20,941.07	53.7
<b>181 Recreation-Pool</b>		<b>120,500.00</b>	<b>1,767.17</b>	<b>71,649.11</b>	
RECREATION - DAY CAMP					
01-182-5000	SALARIES	24,000.00	0.00	14,079.95	58.7
01-182-5010	SOCIAL SECURITY	1,850.00	0.00	1,077.11	58.2

CITY OF FROSTBURG  
JANUARY 2026 BUDGET REPORT

Section 7, Item A.

Note: Audit adjustments for the year ended 06/30/25 are incomplete.

Account Id	Account Description	Budget	January 2026 Rev/Expd	YTD Rev/Expd	% of Budget Earned/Incurred
01-182-5012	WORKERS COMP	1,300.00	0.00	29.88	2.3
01-182-5018	UNEMPLOYMENT	200.00	0.00	0.00	0.0
01-182-5507	DAY CAMP OPERATIONS	800.00	0.00	764.15	95.5
	<b>182 Recreation - Day Camp</b>	<b>28,150.00</b>	<b>0.00</b>	<b>15,951.09</b>	
	RECREATION - SEASONAL				
01-183-5012	WORKERS COMP	0.00	0.00	11.95	0.0
	<b>183 Recreation - Seasonal</b>	<b>0.00</b>	<b>0.00</b>	<b>11.95</b>	
	<b>CORPORATE FUND Expenditure Totals</b>	<b>9,563,275.00</b>	<b>558,723.28</b>	<b>3,960,972.87</b>	
02-000-4000	WATER SERVICE REVENUE	1,623,750.00	134,480.05	884,906.57	54.5
02-000-4001	INTEREST EARNED - WATER	3,600.00	107.16	856.83	23.8
02-000-4015	SERVLIN FEES BILLED	0.00	3,469.64	24,280.16	0.0
02-000-4315	PROCEEDS FROM FUND BALANCE	180,000.00	0.00	0.00	0.0
02-000-4401	SALE OF BULK WATER	0.00	0.00	100.00	0.0
02-000-4402	SALE OF METERS	5,000.00	0.00	4,950.00	99.0
02-000-4403	TAPPING FEES	5,600.00	0.00	6,300.00	112.5
02-000-4404	SUNDRY SALES	2,500.00	1,458.00	6,368.00	254.7
02-000-4408	SUNDRY SALES - CASH BASIS	0.00	0.00	0.00	0.0
02-000-4600	INTEREST INCOME	24,000.00	5.18	23,933.62	99.7
	<b>WATER FUND Revenue Totals</b>	<b>1,844,450.00</b>	<b>139,520.03</b>	<b>951,695.18</b>	
02-190-0000	WATER - ADMIN	0.00	0.00	0.00	0.0
02-190-5000	SALARIES	73,000.00	8,494.37	43,791.79	60.0
02-190-5010	SOCIAL SECURITY	5,500.00	603.05	3,232.51	58.8
02-190-5011	PENSION	8,700.00	0.00	8,449.00	97.1
02-190-5012	WORKERS COMP	1,300.00	0.00	4.48	0.3
02-190-5013	INSURANCE - HEALTH	15,300.00	(176.00)	(2,115.11)	(13.8)
02-190-5015	CONTRIBUTION - 457	850.00	84.33	429.84	50.6
02-190-5313	COLLECTION EXPENSE	2,200.00	123.75	679.88	30.9
02-190-5320	SERVLIN FEES REMITTED	0.00	6,936.00	17,341.70	0.0
02-190-5370	FMHA BOND	900.00	0.00	0.00	0.0
02-190-5600	CORPORATE OVERHEAD	126,300.00	10,525.00	73,675.00	58.3
	<b>190 Water - Admin</b>	<b>234,050.00</b>	<b>26,590.50</b>	<b>145,489.09</b>	
	WATER - FILTRATION				
02-192-5102	INSURANCE - GEN LIAB	1,400.00	144.67	1,012.69	72.3
02-192-5105	INSURANCE - PROPERTY	25,400.00	2,740.78	18,526.62	72.9
02-192-5106	INSURANCE - BOILER & MACHINERY	10,800.00	0.00	658.83	6.1
02-192-5521	PUMPING SYSTEM EXPENSE	95,000.00	14,135.07	47,557.81	50.1
02-192-5522	PURIFICATION PLANT MAINTENANCE	50,000.00	0.00	664.33	1.3
02-192-5710	FILTRATION CONTRACT PAYMENT	620,000.00	51,261.81	299,328.38	48.3
	<b>192 Water - Filtration</b>	<b>802,600.00</b>	<b>68,282.33</b>	<b>367,748.66</b>	
	WATER - SUPPLY				
02-194-5000	SALARIES	34,500.00	4,015.20	19,984.16	57.9
02-194-5010	SOCIAL SECURITY	2,600.00	307.17	1,528.82	58.8
02-194-5011	PENSION	4,100.00	0.00	3,993.00	97.4
02-194-5012	WORKERS COMP	1,700.00	0.00	45.81	2.7
02-194-5015	CONTRIBUTION - 457	100.00	0.00	0.00	0.0
02-194-5506	HYDRO FACILITY EXPENSE	5,000.00	0.00	150.00	3.0
02-194-5550	UTILITIES / WATER SUPPLY	5,000.00	1,893.24	3,499.89	70.0
02-194-5730	WATER SUPPLY EXPENSE	50,000.00	0.00	5,792.34	11.6
	<b>194 Water - Supply</b>	<b>103,000.00</b>	<b>6,215.61</b>	<b>34,994.02</b>	
	WATER - DISTRIBUTION				
02-196-5000	SALARIES	273,000.00	31,963.14	153,029.28	56.1
02-196-5010	SOCIAL SECURITY	20,800.00	2,337.34	11,137.44	53.6
02-196-5011	PENSION	27,000.00	0.00	31,597.00	117.0
02-196-5012	WORKERS COMP	13,300.00	0.00	350.55	2.6
02-196-5013	INSURANCE - HEALTH	76,400.00	724.25	7,268.12	9.5
02-196-5015	CONTRIBUTION - 457	1,000.00	50.07	266.55	26.7
02-196-5100	INSURANCE - AUTO	4,600.00	349.82	2,448.74	53.2
02-196-5102	INSURANCE - GEN LIAB	1,400.00	144.67	1,012.69	72.3
02-196-5105	INSURANCE - PROPERTY	6,400.00	0.00	0.00	0.0
02-196-5150	TRAINING	2,000.00	0.00	0.00	0.0
02-196-5170	UNIFORMS	4,000.00	385.11	1,984.28	49.6
02-196-5180	SAFETY EQUIPMENT	6,600.00	96.00	1,307.75	19.8
02-196-5191	COMMUNICATIONS	13,000.00	1,721.69	7,291.94	56.1
02-196-5210	OFFICE SUPPLIES	1,000.00	0.00	1,133.50	113.4

CITY OF FROSTBURG  
 JANUARY 2026 BUDGET REPORT

Section 7, Item A.

Note: Audit adjustments for the year ended 06/30/25 are incomplete.

Account Id	Account Description	Budget	January 2026 Rev/Expd	YTD Rev/Expd	% of Budget Earned/Incurred
02-196-5390	MISCELLANEOUS EXPENSE	1,000.00	0.00	261.22	26.1
02-196-5400	GAS, OIL, GREASE	17,000.00	1,804.02	6,518.06	38.3
02-196-5420	FLEET LEASE	33,000.00	2,606.94	18,287.68	55.4
02-196-5505	CRESTVIEW PUMPING STATION EXPENSE	12,500.00	4,055.39	18,812.01	150.5
02-196-5550	UTILITIES - WATER DISTRIBUTION	5,000.00	966.71	2,485.65	49.7
02-196-5700	DISTRIBUTION EXPENSE	61,800.00	2,371.20	35,945.35	58.2
02-196-5701	DISTRIBUTION PIPE EXPENSE	11,000.00	2,459.50	2,459.50	22.4
02-196-5702	EQUIPMENT MAINTENANCE	8,000.00	0.00	9,479.22	118.5
02-196-5703	FIRE HYDRANTS EXPENSE	5,000.00	0.00	1,680.02	33.6
02-196-5704	TRANSMISSION MAINS EXPENSE	80,000.00	9,356.44	42,845.11	53.6
02-196-5740	METERS EXPENSE	20,000.00	358.33	21,718.20	108.6
	<b>196 Water - Distribution</b>	<b>704,800.00</b>	<b>61,750.62</b>	<b>379,319.86</b>	
	<b>WATER FUND Expenditure Totals</b>	<b>1,844,450.00</b>	<b>162,839.06</b>	<b>927,551.63</b>	
03-000-4000	SEWER CHARGES	1,799,000.00	155,862.67	1,024,335.44	56.9
03-000-4001	INTEREST EARNED - SEWER	4,275.00	217.12	1,785.68	41.8
03-000-4404	SUNDRY SALES	1,500.00	2,168.28	3,045.35	203.0
03-000-4501	BAY RESTORATION FUND REVENUE	0.00	15,002.26	104,981.29	0.0
03-000-4503	SEWER TAP FEES	5,500.00	0.00	7,000.00	127.3
03-000-4600	INTEREST INCOME	44,000.00	0.00	21,625.38	49.2
	<b>Sewer Operations Total</b>	<b>1,854,275.00</b>	<b>173,250.33</b>	<b>1,162,773.14</b>	
03-220-4317	SPECIAL REVENUE	150,000.00	0.00	0.00	0.0
03-220-4520	CSO SURCHARGE REVENUE	401,000.00	33,939.16	237,557.06	59.2
03-220-4521	INTEREST EARNED - CSO SURCHARGE	1,800.00	148.19	1,035.01	57.5
03-220-4530	PROJECT REIMBURSEMENTS	1,489,000.00	197,960.43	620,462.49	41.7
03-220-4540	PROCEEDS OF DEBT	952,000.00	0.00	0.00	0.0
	<b>CSO Total</b>	<b>2,993,800.00</b>	<b>232,047.78</b>	<b>859,054.56</b>	
	<b>SEWER FUND Revenue Totals</b>	<b>4,848,075.00</b>	<b>405,298.11</b>	<b>2,021,827.70</b>	
	SEWER - ADMIN				
03-210-5000	SALARIES	73,000.00	8,494.37	43,791.79	60.0
03-210-5010	SOCIAL SECURITY	5,500.00	603.05	3,147.88	57.2
03-210-5011	PENSION	8,700.00	0.00	8,449.00	97.1
03-210-5012	WORKERS COMP	1,300.00	0.00	4.48	0.3
03-210-5013	INSURANCE - HEALTH	15,300.00	(276.00)	(2,215.11)	(14.5)
03-210-5015	CONTRIBUTION - 457	850.00	84.33	429.84	50.6
03-210-5313	COLLECTION EXPENSE	2,700.00	123.75	679.88	25.2
	<b>210 Sewer - Admin</b>	<b>107,350.00</b>	<b>9,029.50</b>	<b>54,287.76</b>	
	SEWER - OPERATING				
03-211-5000	SALARIES	202,000.00	29,097.41	134,002.69	66.3
03-211-5010	SOCIAL SECURITY	15,300.00	2,100.31	9,580.82	62.6
03-211-5011	PENSION	28,400.00	0.00	28,215.00	99.4
03-211-5012	WORKERS COMP	11,000.00	0.00	219.09	2.0
03-211-5013	INSURANCE - HEALTH	53,500.00	972.79	6,976.51	13.0
03-211-5015	CONTRIBUTION - 457	1,800.00	175.56	934.62	51.9
03-211-5100	INSURANCE - AUTO	1,700.00	129.93	909.51	53.5
03-211-5102	INSURANCE - GEN LIAB	750.00	72.33	506.32	67.5
03-211-5105	INSURANCE - PROPERTY	9,000.00	580.53	4,063.71	45.2
03-211-5150	TRAINING	1,000.00	79.85	79.85	8.0
03-211-5170	UNIFORMS	3,000.00	0.00	966.18	32.2
03-211-5180	SAFETY EQUIPMENT	1,000.00	0.00	1,085.57	108.6
03-211-5191	COMMUNICATIONS	2,400.00	160.65	1,062.69	44.3
03-211-5396	BAY RESTORATION FUND EXPENSE	0.00	89,943.21	132,375.83	0.0
03-211-5400	GAS, OIL, GREASE	10,000.00	527.12	5,443.98	54.4
03-211-5420	FLEET LEASE	21,000.00	1,701.50	11,936.02	56.8
03-211-5520	PUMPING STATION MAINTENANCE	6,000.00	0.00	1,295.00	21.6
03-211-5600	CORPORATE OVERHEAD	242,300.00	20,192.00	141,344.00	58.3
03-211-5761	SANITARY COMMISSION CHARGES	1,216,000.00	0.00	430,125.53	35.4
03-211-5762	SANITARY COMM-TRANSMISSION PROJECTS	11,800.00	0.00	5,858.10	49.6
03-211-5763	SEWER OPERATING EXPENSE	50,000.00	6,145.20	27,992.78	56.0
03-211-5764	SEWER PUMPING EXPENSE	9,000.00	333.62	6,301.24	70.0
03-211-5800	CAPITAL OUTLAY - SEWER PROJECTS	50,000.00	2,459.50	2,459.50	4.9
	<b>211 Sewer - Operating</b>	<b>1,946,950.00</b>	<b>154,671.51</b>	<b>953,734.54</b>	
	CSO				
03-220-5391	INTEREST EXPENSE	3,025.00	6,608.24	8,724.10	288.4
03-220-5392	DEBT REDEMPTION	23,750.00	0.00	0.00	0.0
03-220-5800	CAPITAL OUTLAY	2,767,000.00	0.00	0.00	0.0
	<b>220 CSO</b>	<b>2,793,775.00</b>	<b>6,608.24</b>	<b>8,724.10</b>	

CITY OF FROSTBURG  
JANUARY 2026 BUDGET REPORT

Section 7, Item A.

*Note: Audit adjustments for the year ended 06/30/25 are incomplete.*

Account Id	Account Description	Budget	January 2026 Rev/Expd	YTD Rev/Expd	% of Budget Earned/Incurred
<b>SEWER FUND Expenditure Totals</b>		<b>4,848,075.00</b>	<b>170,309.25</b>	<b>1,016,746.40</b>	
04-000-4000	WATER TAP SURCHARGE	652,000.00	56,241.39	456,851.85	70.1
04-000-4001	INTEREST EARNED SURCHARGE	3,000.00	197.15	1,355.25	45.2
04-000-4315	PROCEEDS FROM FUND BALANCE	120,000.00	0.00	0.00	0.0
04-000-4600	INTEREST INCOME	40,000.00	0.00	27,396.04	68.5
<b>PINEY SURCHARGE FUND Revenue Totals</b>		<b>815,000.00</b>	<b>56,438.54</b>	<b>485,603.14</b>	
04-200-5313	WATER SURCHARGE COLLECTION EXPENSE	2,200.00	99.00	543.89	24.7
04-200-5391	INTEREST EXPENSE	42,425.00	751.67	22,902.76	54.0
04-200-5392	DEBT REDEMPTION	421,675.00	0.00	0.00	0.0
04-200-5800	CAPITAL OUTLAY	172,000.00	0.00	0.00	0.0
04-200-5802	CAPITAL REPAIRS	45,000.00	3,736.40	66,924.15	148.7
<b>PINEY SURCHARGE FUND Expenditure Totals</b>		<b>683,300.00</b>	<b>4,587.07</b>	<b>90,370.80</b>	
05-000-4000	TRASH & GARBAGE CHARGES	534,600.00	44,930.13	309,143.94	57.8
05-000-4001	INTEREST EARNED - TRASH	3,000.00	271.54	1,884.89	62.8
05-000-4404	SUNDRY SALES	1,950.00	75.00	1,650.00	84.6
05-000-4600	INTEREST INCOME	3,500.00	0.00	2,326.08	66.5
<b>GARBAGE FUND Revenue Totals</b>		<b>543,050.00</b>	<b>45,276.67</b>	<b>315,004.91</b>	
05-230-5000	GARBAGE ADMIN. SALARIES	55,000.00	6,386.88	34,852.34	63.4
05-230-5010	SOCIAL SECURITY	4,100.00	453.17	2,507.75	61.2
05-230-5011	PENSION	6,400.00	0.00	6,366.00	99.5
05-230-5012	WORKERS COMP	800.00	0.00	4.48	0.6
05-230-5013	INSURANCE - HEALTH	12,200.00	(212.66)	(1,708.12)	(14.0)
05-230-5015	CONTRIBUTION - 457	850.00	63.24	340.35	40.0
05-230-5313	COLLECTION EXPENSE	750.00	24.75	136.00	18.1
<b>230 Garbage Admin.</b>		<b>80,100.00</b>	<b>6,715.38</b>	<b>42,498.80</b>	
05-232-5000	GARBAGE OPERATING SALARIES	91,000.00	11,233.94	46,979.21	51.6
05-232-5010	SOCIAL SECURITY	6,900.00	845.86	3,503.06	50.8
05-232-5011	PENSION	10,900.00	0.00	10,532.00	96.6
05-232-5012	WORKERS COMP	4,400.00	0.00	119.51	2.7
05-232-5013	INSURANCE - HEALTH	34,400.00	62.21	941.75	2.7
05-232-5015	CONTRIBUTION - 457	750.00	37.71	37.71	5.0
05-232-5100	INSURANCE - AUTO	2,600.00	196.24	1,373.68	52.8
05-232-5102	INSURANCE - GEN LIAB	400.00	43.08	301.57	75.4
05-232-5105	INSURANCE - PROPERTY	5,900.00	382.68	2,678.76	45.4
05-232-5170	UNIFORMS	3,000.00	234.23	755.03	25.2
05-232-5180	SAFETY EQUIPMENT	1,000.00	0.00	542.46	54.3
05-232-5210	OFFICE SUPPLIES	1,000.00	0.00	229.90	23.0
05-232-5400	GAS, OIL, GREASE	14,000.00	974.03	5,108.77	36.5
05-232-5600	CORPORATE OVERHEAD	24,500.00	2,042.00	14,294.00	58.3
05-232-5770	ASH DUMPSTER	8,500.00	0.00	0.00	0.0
05-232-5771	BULK CLEANUP EXPENSE	10,000.00	0.00	0.00	0.0
05-232-5772	LANDFILL CHARGES	130,000.00	10,711.70	78,008.43	60.0
05-232-5773	SANITATION OPERATING EXPENSE	60,000.00	0.00	9,625.22	16.0
05-232-5774	YARD WASTE COMPOSTING	1,500.00	0.00	0.00	0.0
<b>232 Garbage Operating</b>		<b>410,750.00</b>	<b>26,763.68</b>	<b>175,031.06</b>	
<b>GARBAGE FUND Expenditure Totals</b>		<b>490,850.00</b>	<b>33,479.06</b>	<b>217,529.86</b>	
07-000-4600	INTEREST INCOME	0.00	2.96	19.29	0.0
<b>COMM DEVELOPMENT SPECIAL PROJECTS FUND</b>		<b>0.00</b>	<b>2.96</b>	<b>19.29</b>	
08-000-4600	INTEREST INCOME	0.00	3.34	22.66	0.0
08-000-4800	OPIOID SETTLEMENT RECEIPTS	0.00	0.00	4,063.24	0.0
<b>OPIOID SETTLEMENT FUND Revenue Totals</b>		<b>0.00</b>	<b>3.34</b>	<b>4,085.90</b>	

**CITY OF FROSTBURG**  
**MONTHLY REPORT - TAXES**  
**FOR THE MONTH ENDING JANUARY 31, 2026**

Tax Type - Year	Principal		Receipts		Abatements/ Adjustments	Principal Receivable at 01/31/26
	Receivable at 12/31/25	Billings	Principal	Interest		
Real Estate - 20/21	\$ 237.32	\$ -	\$ -	\$ -	\$ -	\$ 237.32
Real Estate - 21/22	244.30	-	-	-	-	244.30
Real Estate - 22/23	244.30	-	-	-	-	244.30
Real Estate - 23/24	28,084.74	-	321.07	110.09	-	27,763.67
Real Estate - 24/25	93,501.57	-	394.15	53.19	-	93,107.42
Real Estate - 25/26	367,744.72	-	17,218.21	846.57	-	350,526.51
Real Estate - overpayments	(4,699.57)	-	540.31	-	-	(5,239.88)
Real Estate Total	\$ 485,357.38	\$ -	\$ 18,473.74	\$ 1,009.85	\$ -	\$ 466,883.64
Personal Prop - 23/24	\$ 1,402.28	\$ -	\$ -	\$ -	\$ -	\$ 1,402.28
Personal Prop - 24/25	1,651.05	-	-	-	-	1,651.05
Personal Prop - 25/26	799.50	-	157.20	4.72	-	642.30
Personal Property	\$ 3,852.83	\$ -	\$ 157.20	\$ 4.72	\$ -	\$ 3,695.63
Public Utility - 25/26	\$ 110,242.80	\$ -	\$ -	\$ -	\$ -	\$ 110,242.80
Corporation - 21/22	\$ 27.80	\$ -	\$ 27.80	\$ 19.74	\$ -	\$ -
Corporation - 22/23	3,523.86	-	34.80	18.20	-	3,489.06
Corporation - 23/24	7,981.80	-	48.00	15.12	-	7,933.80
Corporation - 24/25	10,166.77	-	51.00	7.58	-	10,115.77
Corporation - 25/26	32,816.58	-	882.90	-	190.35	32,124.03
Corporation - overpayments	(1.76)	-	-	-	-	(1.76)
Corporation Total	\$ 54,515.05	\$ -	\$ 1,044.50	\$ 60.64	\$ 190.35	\$ 53,660.90
Total	\$ 653,968.06	\$ -	\$ 19,675.44	\$ 1,075.21	\$ 190.35	\$ 634,482.97

## 8`CITY OF FROSTBURG

Parks and Rec Monthly report

For the Month of January 2026

Submitted by: Gene Bittinger maintenance Supervisor

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January 1 2026

Holiday

January 2 2026

Checked parks

Moved card board dumpster at the pool

Emptied salt spreader

January 5 2026

Checked the parks

Put Christmas critters away

Worked on the Food Pantry

January 6 2026

Checked parks

Meant with Brian at ST Mike;s

Worked on the Food Pantry

January 7 2026

Checked parks

Meant with Shane at the Street dept.

Hooked up man basket and got tools ready for taking down the wreaths

Worked at the Food Pantry

January 8 2026

Checked parks

Took wreaths down

Worked on the food pantry

January 9 2026

Took the day off to hunt

January 12 2026

Salted parking lots and sidewalks

Checked parks

Turned the invoices in

Worked on the food pantry

Checked cameras at field 8

January 13 2026

Checked parks

Went to the Staff Meeting

Worked at Water Street property

January 14 2026

Checked parks

Finished taking the furnace out of Water ST property

January 15 2026

Checked parks

Moved drain line on the ice machine at City Place

Fixed leaking sink at City Place

Fixed the stand on City Hall's Christmas tree and put it away

Salted all parking lots and sidewalks

January 16 2026

Checked parks

Worked on the Food Pantry

Picked up oil and filter for truck 40

January 19 2026

Holiday

January 20 2026

Checked parks

Helped the Water dept with a garage door

Changed oil in truck 40

Cleaned the office

Cleaned up around city sign

Fixed the lock on the gym door

Had stone delivered for the Food Pantry

January 21 2026

Checked parks

Put 40 ton of stone in the Food Pantry with the help of the Water Dept and Street

Took the door off of the Food Pantry

January 22 2026

Checked parks

Fueled truck 41

Cleaned the shop up

Started getting ready for the snow storm

Took scaffold to City place

Worked on upper shed garage door

Had lunch with Jimmy Williams

January 23 2026

Checked parks

Finished getting equipment ready for snow storm

Meant with Shane at the Street dept.

Turned invoices in

Helped the water Dept

January 25 2025

Plowed and salted parking lots and sidewalks

January 26 2026

Plowed and salted parking lots and sidewalks

January 27 2026

Plowed and salted parking lots and sidewalks

Picked up truck 40 from Shoes

Worked on the salt spreader

Hooked up snow blower took to Glendening for walking trails

January 28 2026

Checked parks

Salted the parking lots and sidewalks

Worked on the Food Pantry

Worked on truck 41

January 29 2026

Checked parks

Worked on the Food Pantry

January 30 2025

Checked parks

Worked on the Food Pantry

Worked on the Police Dept. door

## CITY OF FROSTBURG

Monthly Report: Street Department

For the Month of: January 2026

Submitted by: Shane Elliott & Ryan Whitaker

January 1, 2026 – Thursday – New Years Day – Plowed and salted streets

January 2, 2026 – Friday

- Emptied city trash cans where needed on Main Street
- Picked up Thursdays garbage route
- 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 hydraulic issues on plow truck #11
- Picked up supplies from Shoes Deisel
- Installed new plow light on plow rigging
- Removed broken riser on Depot Street
- Swept and mopped breakroom, restroom and office area
- Filled fluids and repaired tire chains where needed on plow equipment
- Replaced hydraulic fittings on backhoe
- Greased fittings on salt augers

January 3, 2026 – Saturday

January 4, 2026 – Sunday

**P.2**

January 5, 2026 – Monday

- Picked up Christmas trees all over town
- Installed new rails and mud flaps on plow truck #14
- Emptied and washed off all plow trucks
- Met with sewer contractor over sewer issues off College Avenue
- Repaired street sign on Victoria Lane
- Checked all sewer pumping stations – ran weekly tests on system
- Ordered road grit and road salt
- Picked up garbage that had been cleaned out of city hall
- Checked and emptied city trash cans where needed
- Took both garbage trucks to landfill
- Marked miss utility tickets and checked them in on computer
- Used loader to push up salt and grit into salt dome
- Repaired fitting coupler on steam jenny
- Tightened bolts and adjusted blade positioning on Truck 11
- Washed off wheel loader after use and greased fittings

January 6, 2026 – Tuesday

- Picked up garbage route on west end of town
- Attended interviews at City Hall
- Used wheel loader to push up loads of road grit as they arrived
- Checked all sewer pumping stations
- Ran sewer push camera in alley #35 to check for sewer issue
- Washed and disinfected camera after use
- Finished installing mud flaps on truck #14
- Dropped off truck #350 to Shoes Diesel to have wiring checked
- Marked miss utility tickets and checked them in on computer
- Picked up supplies from Carquest
- Filled several holes around town with cold patch
- Picked up truck #350 from Shoes Diesel
- Located and remarked sewer tap for homeowner on Meadow Rd.
- Washed off wheel loader after use

**P.3**

January 7, 2026 – Wednesday

- Picked up garbage route on east end of town
- Marked miss utility tickets and checked them in on computer
- Pushed up grit deliveries as they arrived
- Checked on possible plow damaged mail box complaint in Braddock Estates
- Emptied out remaining plow trucks and washed them off
- Removed any litter off Main Street
- Checked all sewer pumping stations
- Filled sink hole and compacted work area
- Ran sewer camera to inspect sewer line in Braddock Estates
- Washed off wheel loader after use
- Made a weld repair on plow to truck #6
- Ran vac truck to help water dept. with a line repair
- Emptied and clean out vac truck over at dump site
- Washed off all sewer camera equipment after use
- Removed decorations from Christmas tree by high school
- Sprayed off a few work trucks and checked fluids

January 8, 2026 – Thursday

- Came out early and helped Rec. Dept. take down Christmas wreaths
- Picked up garbage route in center section of town
- Used cold patch to fill potholes around town
- Marked miss utility tickets and checked them in on computer
- Undecorated and removed Christmas tree in front of St Micheals
- Removed litter off Main Street
- Added enzymes to Victoria Lane pump station
- Cut and removed dead trees along Frost Ave.
- Replaced broken mailbox and post on Pinecrest Drive
- Pushed up salt deliveries as they arrived
- Checked all sewer pumping stations
- Washed off a few work trucks and filled fluids where needed
- Trimmed ornamental grasses behind police station
- Used vac truck to help water dept. make repairs in several locations
- Washed off wheel loader after use
- Emptied and cleaned out vac truck over at dump site

## P.4

January 9, 2026 – Friday

- Checked and emptied city trash cans where needed
- Assisted Water Department with vac truck repairing water valve
- Removed litter off Main Street
- Cleaned rest room and lunch room
- Greased both garbage trucks and checked all fluids where needed
- Turned in invoices and other paperwork to City Hall
- Emptied out catch vac over at dump site and refilled fuel and water
- Reset float wires on Hoffman sewer pumping station
- Marked Miss Utility tickets and checked them in on computer
- Pushed up salt deliveries as they arrived
- Checked all sewer pumping stations
- Walked city streets and removed litter and debris
- Put deliveries away
- Used cold patch to fill potholes around town where needed
- Washed off wheel loader after use

January 10, 2026 – Saturday – Checked CSO's

January 11, 2026 – Sunday – Checked CSO's and salted streets

January 12, 2026 – Monday

- Picked up Christmas trees all over town
- Checked on damaged street sign complaint and notified MDOT
- Made repairs to plow rigging on Truck 6
- Turned in bills to be paid to City Hall
- Cleaned up salt in parking lot with wheel loader
- Emptied city trash cans on Main Street
- Picked up a package that was delivered to City Hall
- Removed litter off Main Street
- Checked for mechanical issues on Truck 88
- Marked miss utility tickets and checked them in on computer
- Washed off backhoe after pushing up salt
- Adjusted snow plow lift chain on Truck 11
- Checked all sewer pumping stations – Ran weekly tests

**P.5**

January 13, 2026 – Tuesday

- Picked up west end of town garbage route
- Attended staff meeting at city hall
- Finished a weld repair on plow rigging and applied a coat of paint
- Checked all sewer pumping stations
- Removed litter off Main Street and College Avenue
- Looked over the Director of Public Works vehicle to inspect for any issues
- Cleaned up broken glass and debris in roadway on Main Street
- Inspected new sewer tap and service line on Mechanic Street
- Picked up a few Christmas trees that was put out late along curblines
- Marked miss utility tickets and checked them in on computer
- Straightened sign post on State St.
- Cleaned the interior of a few trucks
- Picked up parts from Carquest
- Installed new bar and air filter on chainsaw
- Added hydraulic fluid to reservoir on wheel loader

January 14, 2026 – Wednesday

- Picked up garbage route on east end of town
- Made sure all plowing equipment was ready for tonight's forecast
- Removed litter off Main Street
- Checked on sewer odor complaint on College Avenue
- Put away Napa delivery
- Checked all sewer pumping stations
- Use push camera to check for sewer issue on Water St.
- Cleaned and disinfected camera after use
- Marked miss utility tickets and checked them in on computer
- Used catch vac to assist water dept. on Bowery St.
- Cleaned off catch basin grates around center of town where needed
- Removed litter and debris on Wood St.
- Checked fluids in catch vac and filled with water
- Emptied and cleaned out vac truck after use
- Removed dead animal in roadway due to complaint

**P.6**

January 15, 2026 – Thursday

- Called out early to plow and salt roadways
- Picked up garbage route in center section of town
- Checked on a missing riser complaint on Main Street
- Removed litter off Main Street where visible
- Marked miss utility tickets and checked them in on computer
- Salted parking lots where needed
- Fixed hydraulic leak on garbage truck and filled fluids after repair
- Checked all sewer pumping stations
- Handed out employee earned meal money
- Fabricated rubber bushing and installed on spreader control valve on Truck 11
- Used V plows to plow and salt alleyways
- Cleaned salt off concrete pad in front of salt barn
- Straightened a sign post that had been damaged
- Added fluids to Truck 01 snow plow due to leak
- Made repairs to tire chains where needed
- Filled fuel tanks and other fluids in all plowing equipment after use

January 16, 2026 – 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
- Put deliveries away as they arrived
- Straightened sign post leaning into roadway on Center Street
- Removed debris from roadway on Bowery St.
- Checked catch basin and water run off complaint on Mechanic Street
- Measure fuel tanks and drained water from safety tank
- Ran camera is storm system to look for any issues on Bowery Street
- Salted a few slick spots around town where needed
- Washed off camera system after use
- Removed dead animal in roadway on West Main Street

**P.7**

January 17, 2026 – Saturday

January 18, 2026 – Sunday

January 19, 2026 – Monday – Martin Luther King Jr Day

January 20, 2026 – Tuesday

- Emptied all City trash cans on Main St.
- Picked up trash on west end of town
- Checked all sewer pumping stations
- Performed monthly fire extinguisher check of building and all equipment/ vehicles
- Marked miss utility tickets and checked them in on computer
- Picked up pipe fittings from Lowes
- Turned in all invoices to be paid to City Hall
- Installed new water drain valve on fuel tank basin
- Repaired no parking sign on Main St.
- Cut and removed broken tree limb on Bowery St.
- Had a meeting with several sales reps.
- Picked up trash debris all over town due to high winds
- Took measurements of several manhole lids for replacement

January 21, 2026 – Wednesday

- Installed new wiper blades on Truck 8
- Checked all sewer pumping stations
- Went over all plow trucks and snow removal equipment for predicted winter storm
- Marked miss utility tickets and checked them in on computer
- Used wheel loader to haul gravel to new food pantry
- Picked up parts from Frostburg Carquest
- Installed new side broom and suction shutter on street sweeper
- Cleaned control room of Centennial Hill pump station
- Used scan tool to diagnose issue on City Hall jeep
- Checked sewer complaint on Meadow Rd.
- Used bobcat to clean up gravel in Rec. Department lot
- Replaced a few cutting edge bolts on Truck 6
- Worked over salting streets due to winter weather event

**P.8**

January 22, 2026 – Thursday

- Called in early to salt streets
- Added power steering fluid and washer fluid to Truck 8
- Tightened tire chains on all plow trucks
- Checked all sewer pumping stations
- Marked miss utility tickets and checked them in on computer
- Picked up police cruiser tires from Smitty's and dropped them off at Police Department
- Turned in all bills to be paid to City Hall
- Picked up litter all over town due to high winds
- Made and installed new hydraulic line on Truck 8
- Cleaned out a few work trucks and organized tools
- Took both trucks over to landfill and dumped due to early closing
- Picked up tree limbs from several streets after windy conditions
- Repaired stop sign and re anchored on Center St. that was blown over
- Cleaned up salt in parking lot and pushed up into pile with loader
- Picked up trash that was missed during route due to road closure

January 23, 2026 – Friday

- Checked all sewer pumping stations
- Picked up batteries and supplies from Frostburg Carquest
- Removed litter from Main Street
- Installed new batteries and electrical connectors on plow truck #14
- Measures fuel tanks and applied fuel treatment to all plowing equipment
- Installed tire chains and snow plow on backhoe
- 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
- Marked emergency miss utility ticket for a water leak on Braddock Road
- Repaired locking pin on Bobcat and greased

January 24, 2026 – Saturday

January 25, 2026 – Sunday – Plowed and salted streets

**P.9**

January 26, 2026 – Monday

- Plowed and salted streets throughout the night
- Marked miss utility tickets and checked them in on computer
- Installed new plow bolts and curb finer on snow plow
- Replaced broken switch cylinder on snow plow and filled hydraulic tank
- Checked all sewer pumping stations and ran weekly testes
- Plowed parking lots and parking areas
- Made up a new hydraulic hose and installed on plow truck
- Used V-plows to plow alleyways
- Checked on a few snow plow complaints around town
- Repaired tire chains on plowing equipment where needed
- Used loader to clean up snow, salt and grit piles
- Picked up invoices and mail from city hall
- Cleaned snow from around catch basins and pumping stations
- Refilled hydraulic reservoir on Truck 8 after line blew
- Called in an order for road salt and diesel fuel
- Plowed and salted roadways throughout evening hours

January 27, 2026 – Tuesday

- Plowed and salted roadways in the early morning hours
- Installed new curb finders and bolts on several plow trucks
- Picked up garbage route on west end of town
- Checked on sewer complaint
- Put new insurance papers in all work equipment
- Marked miss utility tickets and checked them in on computer
- Checked sewer complaint and ran sewer camera
- Pushed back intersections with plow trucks
- Checked all sewer pumping stations
- Picked up parts at Kenworth Sales in Burlington WV
- Used V-plows to push back alleyways
- Installed new air valves on plow truck #6
- Washed off all sewer camera equipment after use
- Repaired mounting brackets on plow truck #11
- Filled fuel tanks and other fluids on all plowing equipment
- Plowed and salted streets throughout the evening hours

**P.10**

January 28, 2026 – Wednesday

- Picked up garbage route on the east end of town
- Checked all sewer pumping stations
- Made repairs to broken fender on truck #11
- Plowed and salted city streets several times throughout the day
- Marked miss utility tickets and checked them in on computer
- Installed the rest of insurance literature in fleet vehicles
- Set up detour signs and stands for water dept. water leak on Main Street
- Used wheel loader to push up salt deliveries as they arrived
- Had a new tire installed at Donald B Rice Tire
- Marked an emergency miss utility ticket
- Worked on budget worksheets for the upcoming year
- Used V- plows to push back streets where cars had moved
- Made repairs to tire chains where needed
- Put napa delivery away
- Had new tire sensor installed at Smitty's Tire Shop

January 29, 2026 – Thursday

- Picked up garbage route in center section of town
- Marked miss utility tickets and checked them in on computer
- Salted streets and alleyways where needed
- Checked all sewer pumping stations
- Removed debris off Main Street
- Changed filters on diesel pumping station
- Turned in bills and invoices to be paid to City Hall
- Used loader to remove snow from parking lot
- Cleaned up frozen grit piles from in front of salt dome
- Repaired hydraulic leak on plow truck
- Finished repairs to front fender of plow truck #11
- Rebuilt several sets of snow tire chains for plow trucks
- Added more anti-gel to all diesel tanks
- Picked up parts from Carquest
- Tightened tire chains on all plow trucks and snow removal equipment

**P.11**

January 30, 2026 – 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
- Used skid steer to push back snow drifts around town
- Picked up office supplies from Staples
- Started working on installing new printer
- Replaced broken fan belt on skid steer and added fluids
- Pushed back and salted alleys where needed
- Cleared off snow from First St. due to complaint
- Removed tree limb from roadway on First Street
- Cleared trash debris in roadway on Water St.
- Put away Select Products delivery
- Clean off sewer camera and tools after use

January 31, 2026 - Saturday

# City of Frostburg

## Monthly Report: Water Department

For the Month of January, 2026

**Submitted by: Jim Williams, Supervisor**

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January 2, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Greased the equipment

January 5, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Read monthly master meters
- Read monthly meter readings
- Installed new meter East Main St.

January 6, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Cleaned the shop
- Hauled trash away
- Read monthly meter readings
- Installed new meter Delano Ave.

January 7, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Turn water off for nonpayment
- Obtain data log Bowery St.
- Installed new curb box & rod Lemert's Alley with vac truck
- Turn water back on from nonpayment list
- Power wash all the equipment

January 8, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Assisted with taking down Christmas decorations
- Installed new curb box & rod Barnard St. with vac truck
- Turn water back on from nonpayment list
- Installed new meter W. Main St.

January 9, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Missed Utility Tickets
- Checked for water leak chart is out
- Installed new curb box & rod Welsh Hill Rd with vac truck
- Reread 4-meters due to non-transmitting
- Retrieved water sample Bowery St. results was negative

January 12, 2026

- Marked Miss Utility Tickets
- Checked Pumps @ Crestview Pump Station
- Installed new wiring harness on dump truck
- Reread 5-meters due to high consumption
- Turn water off Mt. Pleasant St. vacant- something leaking inside of house
- Discovered busted pipes in vacant building in plaza New Georges Creek Rd. (¾ water line)

January 13, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Cleaned the shop
- Hauled the trash away
- Repaired water meter Frost Ave.
- Turn water off Bowery St. requested by homeowner
- Turn water on Hill St. requested by homeowner

January 14, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets

- Installed new meter Talcott Ave.
- Installed new curb box & rod Bowery St. with vac truck
- Turn water off Bowery St.
- Turn water back on Mt. Pleasant St.
- Met with homeowner Washington St. concerning high water bill

January 15, 2026

- Checked Pumps @ Crestview Pump Station
- Marked Miss Utility Tickets
- Final reading Moonlight Dr.
- Obtain data log E. Main St.
- Reread 12-meters that is on the shut off list
- Rechecked 4-shuts offs that is on the turn off list
- Reread the meters that are on the turn off list to verify usage

January 16, 2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Rechecked 3-shuts offs that is on the turn off list
- Reread the meters that are on the turn off list to verify usage

January 19, 2026-City Holiday

January 20 ,2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Cleaned the shop
- Hauled the trash away
- Installed new meter Paul St.
- Checked low water pressure E. Main St. issue is in side of house
- Final reading Ormand St.

January 21 ,2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Reread the meters that are on the turn off list to verify usage
- Turn water on Bowery St.

- Assisted Rec. Dept. with spreading out gravel @ the new food pantry building
- Final reading W. Mechanic St.

January 22 ,2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Checked for water leak chart is out
- Discovered busted pipes in vacant building in plaza New Georges Creek Rd. (fire system)
- Checked dirty water complained Frost Ave. It cleared up
- Turn water off N. Water St. requested by homeowner / vacant

January 23, 2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Turn water off S. Broadway pipes busted basement
- Final reading Ormand St.
- Installed new meter Talcott Ave.
- Turn water off McCulloh St. pipes busted in basement
- Repaired 8" water main leak on Braddock Rd. hymaxes were leaking

January 25, 2026-Repaired a 2"-water main W. Mechanic St.

January 26, 2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Plowed road Savage Pumping Station
- Plowed snow@ the shop
- Cleared snow from around fire hydrants
- Turn water off E. Main St. busted inside of house

January 27, 2025

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Cleaned the shop
- Hauled trash away
- Repaired water meter & turn water on E. Main St.
- Repaired water meter Maple St.

- Found air leak on dump truck had to order parts
- Worked on water leak W. Main St.

January 28, 2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Repaired water leak W. Main St.
- Removed an old 10"-valve W. Main St.
- Installed an 8' piece of 10" pipe & 2-hydrants

January 29, 2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Final readings Bowery St. & Spring St.
- Met with Zach concerning frozen water pipes McCulloh St.

January 30, 2026

- Checked pumps @ Crestview Pumping Station
- Marked Miss Utility Tickets
- Checked for water leak the chart was out @ W. T. P.
- Repaired water meter E. Collage Ave.
- Allegany County Utility had 2-water leaks in Borden
- Assisted the owner E. Main St. with frozen water line

**CITY OF FROSTBURG**

Monthly Report: Police Department

For the Month of: January 2026

Submitted by: PCO II Charon Clark & Chief Nicholas Costello

**IDENTIFIED INCIDENTS & COMPLAINTS for the Month**

	2025	437	2026	552
<b>ARRESTS</b>				
			On-View/Citations	10
			Warrants Served/Obtained	4
			Summonses Served	2
			Juvenile Arrests & Citations	0
			<b>TOTAL</b>	<b>16</b>
<b>C3I INVESTIGATIONS</b>			Cases	2
<b>COMMUNITY POLICING</b>			Logged Activities	0
<b>PARKING</b>			Parking Violations	48
<b>PUBLIC SERVICE</b>			Well-Being Checks	14
			Emergency Petitions	4
			Assist Other Agency	13
			Request for Officer	14
			Follow-Ups	11
			Disturbance (Multiple Inc. Types)	23
<b>TRAFFIC</b>			M/V Crashes	6
			Traffic Details	31
			DWI/DUI Arrests	1
<b>TRAFFIC STOPS</b>			Total Number of Stops	51
			Citations	7
			Warnings	48
			SEROs	0
<b>COLLECTIONS</b>			Parking Meter Fines	\$0.00
			Other Parking Fines	\$960.00
			Parking Meter Collections	\$0.00
			Municipal Infractions Paid	\$0.00
			Parking Permits	\$0.00
			Miscellaneous	\$30.00
			<b>TOTAL</b>	<b>\$990.00</b>

Respectfully Submitted,

Nicholas J. Costello  
Chief of Police

**ORDINANCE 2026 - 01**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG ENTITLED “AN ORDINANCE TO AMEND THE CITY’S ZONING ORDINANCE BY ADDING THE ARTISAN/SMALL-SCALE MANUFACTURING LAND USE AS A SPECIAL EXCEPTION USE IN ALL RESIDENTIAL DISTRICTS, AND CHANGING THE CLASSIFICATION OF THAT USE FROM A SPECIAL EXCEPTION USE TO PERMITTED USE IN ALL COMMERCIAL DISTRICTS.”**

**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 the laws of the State of Maryland;

**WHEREAS**, Article V, Sections 501 and 502 of the Charter empower the City of Frostburg 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**, artisan/small-scale manufacturing uses are defined and described in Section 8.2 of the Zoning Ordinance.

**WHEREAS**, presently, artisan/small-scale manufacturing uses are not permitted in residential zoning districts, and they are special exception uses in commercial zoning districts;

**WHEREAS**, to promote economic development opportunities, the Department of Community Development proposed amending the Zoning Ordinance to allow such uses as special exception uses in all residential districts and as permitted uses in all commercial districts.

**WHEREAS**, the Frostburg Planning Commission reviewed the proposed amendments at its November 12, 2025 public meeting and voted to recommend that the Mayor and Council adopt them;

**WHEREAS**, a public hearing on this Ordinance was held on the 20<sup>th</sup> day of January, 2026, during the City’s regular monthly meeting; and

**WHEREAS**, the Mayor and City Council reviewed the Planning Commission’s recommendations and, having considered the testimony at the public hearing, if any, adopt them as set forth hereinafter.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG** that Part 3 of Appendix A of the City Code (the Primary District Regulations) is

amended by adding subsections 3.1.C(8), 3.2.C.(17), 3.3.C.(17), 3.4.C.(17), 3.5.C.(18), 3.6.C.(9), 3.7.B.(22), 3.8.B.(37), 3.9.B.(33) and 3.10.B(12) to its terms, each of which shall state: “Artisan/small-scale manufacturing in accordance with Section 8.2”.

**SECTION 2: BE IT FURTHER ORDAINED** that Sections 3.7.C.(11), 3.8.C.(12), 3.9.C.(16), and 3.10.C.(9) of Appendix A of the City Code are deleted in their entirety.

**SECTION 3: BE IT FURTHER ORDAINED** that the first Use Regulation Table (for residential uses) at the beginning of Part 3 of the Zoning Ordinance is amended to include a new row for artisan/small-scale manufacturing uses at the end of the table, to provide as follows:

Use Description	Zoning Districts										
	R1*	R2*	R2-A*	R3	R4*	RO	C1	C2	C3	C4	T-LI
Residential											
....											
Artisan/Small-Scale Manufacturing	SE	SE	SE	SE	SE	SE	P	P	P	P	

**SECTION 4: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG** that this Ordinance shall take effect twenty (20) days from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Introduced: December 16, 2025  
 Public Hearing: January 20, 2026  
 Adopted: \_\_\_\_\_  
 Effective: \_\_\_\_\_

\_\_\_\_\_  
 Todd Logsdon, Mayor of The City of Frostburg

ATTEST

\_\_\_\_\_  
 Patrick O’Brien, City Administrator of The City of Frostburg

# PUBLIC NOTICE

**CASE NO. 01-CV-22-000556  
IN THE CIRCUIT COURT FOR  
ALLEGANY COUNTY, MARYLAND**

**John Ansell, et al.  
Substitute Trustees  
Plaintiffs,  
Vs.**

**Jerry Lee Grady et al.  
Defendants.**

**NOTICE**

Notice is hereby issued this **18th** day of **December, 2025**, that the sale of the property in this case, **605 North First Street, LaVale, Maryland 21502** reported by John Ansell, Jeremy B. Wilkins, Robert A. Oliveri, Amanda Driscoll, Paul Heinmullier, John C. Hanrahan, Kristopher Hawkins, Substitute Trustees be ratified and confirmed, unless cause to the contrary be shown on or before the **17th** day of **January, 2026**, provided a copy of this Notice be inserted in **The Cumberland Times**, a newspaper published in Allegany County, Maryland, once in each of three (3) successive weeks on or before the **17th** day of **January, 2026**.

The report states the amount of sale to be **\$65,000.00...**  
Dawne D. Lindsey  
Clerk of the Circuit Court  
for Allegany County, Maryland

**Adv.: Times - News Dec. 22, 29; Jan. 05, 2026**

**CASE NO. C-01-CV-23-000193  
IN THE CIRCUIT COURT FOR  
ALLEGANY COUNTY, MARYLAND**

**KEITH YACKO, et al,  
Substitute Trustee,  
Plaintiff  
Vs**

**DAVID K. NEDVED, et al,  
Defendants**

**NOTICE**

Notice is hereby issued this **18TH** day of **December, 2025**, that the sale of the property in this case, **360 National Hwy, LaVale, MD 21502** reported by Kendall Clark, Attorney for the Substitute Trustee, be ratified and confirmed, unless cause to the contrary be shown on or before the **17th** day of **January, 2026** provided a copy of this Notice be inserted in **THE CUMBERLAND TIMES**, a newspaper published in **ALLEGANY County, Maryland**, once in each of three (3) successive weeks on or before the **17th** day of **January, 2026**.

The report states the amount of the sale to be **\$83,500.00.**

Dawne D. Lindsey, Clerk  
of the Circuit Court for  
Allegany County, Maryland

**Adv.: Times - News Dec. 22, 29; Jan. 05**

**CITY OF FROSTBURG  
NOTICE OF PUBLIC HEARING**

**Ordinance 2026-01**

The City of Frostburg Mayor and City Council will conduct a public hearing during their regular monthly meeting on Tuesday, January 20, 2026, at 5:30 PM. The meeting will be held at 37 S. Broadway, in the Room of the Frostburg Municipal Center, and will also be livestreamed on the City's YouTube channel.

The purpose of the public hearing is to receive public comments on the following ordinance, which was introduced during the Mayor and City Council meeting on December 16, 2025:

**Ordinance 2026-01**  
Amendment of the City's Zoning Ordinance by Adding the Artisan/Small-Scale Manufacturing Land Use as a Special Exception Use in All Residential Districts, and Changing the Classification of that Use from a Special Exception Use to Permitted Use in all Commercial Districts.

The ordinance is available for review on the City's website at [www.frostburgcity.org](http://www.frostburgcity.org). Printed copies may be requested at Frostburg City Hall. Questions or comments regarding the ordinance or the public hearing may be directed to the City Administrator at 301-914-1781 or by email at [administrator@frostburgcity.org](mailto:administrator@frostburgcity.org).

**Adv.: Times - News December 29; January 5**

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**Adv.: Times - News December 29; January 5**

**ORDINANCE NO. 2026-02**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG, MARYLAND, ENTITLED “AN ORDINANCE TO REPEAL AND REENACT SECTIONS 4.01 AND 4.02 OF APPENDIX D OF THE CITY CODE (THE RENTAL HOUSING CODE) PERTAINING TO RENTAL HOUSING STANDARDS AND FIRE SAFETY.”**

**WHEREAS**, the City’s Rental Housing Ordinance is included in the City Code as Appendix D.

**WHEREAS**, Section 4.02 of the Rental Housing Ordinance sets forth fire safety standards applicable to rental housing, including a requirement that all smoke detectors be interconnected.

**WHEREAS**, the Mayor and City Council have determined that verifying proper fire and smoke separation assemblies in rental properties with adjoining rental units is impractical.

**WHEREAS**, the Rental Housing Ordinance needs to be updated to reflect State law requirements pertaining to carbon monoxide alarms (see Subtitle 11 of Title 12 of the Public Safety Article of the Annotated Code of Maryland).

**WHEREAS**, the Mayor and City Council are enacting this Ordinance to modify the interconnection requirements and update provisions pertaining to carbon monoxide alarms in Appendix D of the City Code.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND** that Sections 4.01 and 4.02 of Appendix D of the City Code are repealed and reenacted, to read as is set forth in Exhibit A attached hereto.

**SECTION 2: BE IT FURTHER ORDAINED** that any person found guilty of violating Section 4.02(d) of the Rental Housing Ordinance (tampering with life safety devices) shall be subject to a fine of \$1,000.00. The schedule of fines for municipal infractions (presently Section 2-12 of the City Code) shall be amended accordingly.

THE CITY OF FROSTBURG

By: \_\_\_\_\_  
Todd Logsdon, Mayor

ATTEST:

\_\_\_\_\_  
Patrick O'Brien,  
City Administrator

Introduced: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Effective: \_\_\_\_\_

## EXHIBIT A

### 4.01 General Standards.

All new and existing *rental units* shall meet the standards set forth in the Property Maintenance Code, incorporating by reference the edition of the International Property Maintenance Code together with the revisions and amendments thereto that were most recently adopted by the Mayor and Council. As of the effective date of this Ordinance, the Mayor and Council have adopted the 2012 edition of the International Property Maintenance Code, subject to the following revisions and amendments:

- *Section 101.1 Insert: City of Frostburg*
- *Section 103.4 Insert: Municipal Fine Schedule*
- *Section 112.4 Fine – Insert: Min and Max*
- *Section 304.14 Insert: May 15 to Sept 15 (Insect Screens)*
- *Section 602.3 Insert: October 1 to May 1 (Heat Supply)*
- *Section 602.4 Insert: October 1 to May 1 (Heat Supply)*
- *Sections 704.2 and 7.03: See Section 4.02 of this ordinance*
- *Delete Section 111 Appeal and replace with Section 4.03 of this ordinance*
- *Add Section 1.07 Definitions to Chapter 2, Definitions*
- *Replace Violations with Section 2.05 of this ordinance*

### 4.02 Fire Safety.

The fire and safety measures in this section are in addition to the Fire Safety Requirements of the International Property Maintenance Code (i.e., sections 704.2 and 704.3). In the event of any conflict between the requirements of this section and the requirements of the International Property Maintenance Code, the terms of this section shall control.

#### a. Smoke Alarms.

1. All *rental units* shall have at least one (1) Underwriters Laboratories-approved AC-powered smoke alarm with a battery backup installed (an “AC-Powered Alarm”) on each floor of a dwelling, including basement levels.
2. Areas within a *rental unit* consisting of a space substantially separated from an area containing an existing AC-Powered Alarm or otherwise isolated from an area protected by an AC-Powered Alarm may, in the reasonable discretion of the *Inspector*, be required to have additional

smoke alarms (i.e., AC-Powered Alarms or 10-year sealed battery smoke alarms “Battery-Powered Alarms”) installed in excess of one (1) AC-Powered Alarm per floor.

3. All smoke alarms (i.e., AC-Powered Alarms and Battery-Powered Alarms) shall be installed within six (6) inches of the ceiling if mounted on the wall.
  4. Smoke alarms shall be kept and maintained in good operating condition. Inoperable smoke alarms shall be repaired or replaced within three (3) days of written notice from the Inspector. However, if there isn’t a functional smoke alarm in a single-level rental unit or a level of a multi-level rental unit, the smoke alarm shall be repaired or replaced within twenty-four (24) hours of written notice from the *Inspector*.
- b. Carbon monoxide alarms.
1. Definition. “Carbon monoxide alarm” means a device that:
    - (i) senses carbon monoxide;
    - (ii) when sensing carbon monoxide, is capable of emitting a distinct and audible sound;
    - (iii) is listed and carries the listing of a nationally recognized testing laboratory approved by the Office of the State Fire Marshal; and
    - (iv)
      - (a) is wired into an alternating current (AC) powerline with secondary battery backup;
      - (b) is battery-powered, sealed, tamper-resistant, and uses a long-life battery that has a life of not less than ten (10) years; or
      - (c) is connected to an on-site control unit that monitors the carbon monoxide alarm remotely so that a responsible party is alerted when the device activates the alarm signal and receives its primary power from a battery or the control unit.
  2. Combination with smoke alarms. A carbon monoxide alarm may be combined with a smoke alarm if the combined device complies with:
    - (i) Title 9 and Subtitle 11 of Title 12 of the Public Safety Article of the Annotated Code of Maryland; and
    - (ii) American National Standards Institute (ANSI)/Underwriters Laboratories (UL) standards 217 and 2034 or ANSI/UL 268 and 2075.
  3. Location. A carbon monoxide alarm must be installed in a *rental unit* outside and in the immediate vicinity of each separate sleeping area and

on every level, including the basement. Notwithstanding the foregoing, if there is a centralized alarm system capable of emitting a distinct, audible sound to warn all occupants, the owner of the rental unit may install a carbon monoxide alarm within twenty-five (25) feet of any carbon monoxide-producing fixture or equipment.

c. Fire Extinguishers.

- i. Every *rental unit* shall contain not less than one (1) fire extinguisher, 2.5 pound charge, approved by Underwriters Laboratories for combating Class A, B, and C fires.
- ii. Fire extinguishers must be mounted in plain sight on a wall in or readily accessible to the kitchen area, except that the location of fire extinguishers regulated and approved by the State Fire Marshal for multi-family rental properties will be acceptable.

d. Tampering with Life Safety Devices.

Any person who tampers with, removes without immediately replacing or vandalizes any life safety device (i.e., a smoke alarm, carbon monoxide alarm, fire extinguisher, fire alarm and/or carbon monoxide alarm system, sprinkler system, standpipe system, and similar safety devices and systems) shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code.

**RESOLUTION 2026-02**

**A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING AN AGREEMENT WITH JMA RESOURCES, INC. FOR THE USE OF THEIR 76 UNBOXED SOFTWARE.**

**WHEREAS**, the City of Frostburg has an identified historic district, established to preserve and protect the architectural, cultural, and historical character of the community; and,

**WHEREAS**, the City of Frostburg has numerous properties with historic significance in and outside of the historic district; and,

**WHEREAS**, the Mayor and City Council of Frostburg have established a Historic District Commission to review alterations, construction, demolition and related activities affecting properties in the historic district and to advise the Mayor and City Council on historic preservation efforts; and,

**WHEREAS**, JMA Resources, Inc. reached out to the City of Frostburg to be a part of a software test group for its, soon to be launched, historic district software known as “76 Unboxed”; and,

**WHEREAS**, JMA Resources, Inc. has offered the City of Frostburg free perpetual use of the software for providing feedback during the test phase; and,

**WHEREAS**, the Community Development staff have reviewed the software and presented it to the Historic District Commission at their February meeting where it received a unanimous vote for use by the Commission.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of Frostburg, Maryland hereby approve entering into an agreement with JMA Resources, Inc. for the free use of their 76 Unboxed software in exchange for feedback from the City after the final review and approval of the agreement by the City Attorney; and,

**BE IT FURTHER RESOLVED**, that the City Administrator is authorized to execute any necessary agreements, subscriptions, or related documents required for the use of said software.

**ADOPTED**, this 17<sup>th</sup> day of February, 2026.

Frostburg Mayor and Council

BY \_\_\_\_\_  
Todd J. Logsdon, Mayor

Attest:

\_\_\_\_\_  
Patrick O’Brien, City Administrator

# TECHNOLOGY RESEARCH & DEVELOPMENT PARTNERSHIP AGREEMENT

THIS TECHNOLOGY RESEARCH & DEVELOPMENT PARTNERSHIP AGREEMENT (the "**Agreement**") made on \_\_\_\_\_ (the "**Effective Date**"), by and between **JMA RESOURCES, INC.** (hereinafter referred to as "**JMA**"), a Pennsylvania corporation with its principal business located at 2 Market Plaza Way, Suite 6, Mechanicsburg, PA 17055 and **City of Frostburg** (hereinafter referred to as "**City**") located at 37 S Broadway, Frostburg, MD 21532.

**WHEREAS** JMA has the capability and capacity to provide certain experimental technology products and services; and

**WHEREAS** City desires to retain JMA to provide access to those products and services, and JMA is willing to perform such services under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JMA and City agree as follows:

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City and JMA (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## 1. SERVICES PROVIDED

The City hereby agrees to engage JMA to provide the City with the following services (the "Services"):

- a. JMA to provide access to the 76Unboxed system for:
  - Municipal Staff (as appropriate for system use)
  - Historic District Commission members
  - City Council Members (including Mayor if appropriate)
  - Property Owners within the Historic District
  
- b. Issue Diagnosis & Resolution: Troubleshoot and resolve reported bugs or operational issues, and assist users of the products with usability questions, access problems, and data anomalies.
  
- c. Frostburg to provide:
  - Access to all parties identified in section 1.a. for JMA to collect feedback including usage experience, problem reporting, professional personal opinions on the product via polling, survey and interview.
  - Assistance in communication and implementation where appropriate
  - Good faith effort to use the product as part of their conduct of municipal business, specifically, the Historic District Commission processes.

System Terms and Conditions are currently in draft and will not be finalized until June 1. Drafts will be provided for review and feedback throughout the testing process.

### CONTACT

 2 Market Plaza Way, Suite 6  
Mechanicsburg, PA 17055

 717.409.0020 Office  
717.467.4005 Fax

 [info@jmares.com](mailto:info@jmares.com)

## 2. TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will continue until termination via written notification by either of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days' written notice to the other Party.

## 3. PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## 4. CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## 5. FEES

In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay a total of \$0 for as long as this agreement is in place and the product ("76Unboxed") is supported by JMA, but not less than 5 years.

## 5. REIMBURSEMENT OF EXPENSES

The Service Provider will assume responsibility for all expenses it incurs by execution of this agreement.

## 6. CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and Customer records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

## 7. OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related materials (the "Intellectual Property") created, developed, or produced under this Agreement will be the sole and exclusive property of JMA ("Service Provider").

---

### CONTACT

 2 Market Plaza Way, Suite 6  
Mechanicsburg, PA 17055

 717.409.0020 Office  
717.467.4005 Fax

 [info@jmares.com](mailto:info@jmares.com)

**8. RETURN OF PROPERTY**

Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

In the event that this Agreement is terminated by the Customer prior to completion of the Services the Service Provider will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Service Provider or, where agreed between the Parties, to compensation in lieu of recovery.

**9. CAPACITY/INDEPENDENT SERVICE PROVIDER**

In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent Service Provider and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Customer is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Service Provider during the Term. The Service Provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Service Provider under this Agreement.

**10. AUTONOMY**

Except as otherwise provided in this Agreement, the Service Provider will work autonomously and without direct supervision by the Customer but will remain responsive to the reasonable needs, concerns, and requirements of the Customer. The Service Provider agrees to perform the Services in accordance with the agreed-upon timelines, quality standards, and any applicable laws or corporate policies provided by the Customer.

**11. EQUIPMENT**

Except as otherwise provided in this Agreement, the Service Provider will provide at the Service Provider's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

**12. NO EXCLUSIVITY**

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

**13. NOTICE**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

City of Frostburg  
37 South Broadway  
Frostburg, MD 21532, USA

JMA Resources, Inc.  
2 Market Plaza Way, Suite 6  
Mechanicsburg, PA 17055, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **14. INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **15. MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **16. ASSIGNMENT**

The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

#### **17. ENTIRE AGREEMENT**

This Agreement, including and together with any related Statements of Work, Addendums, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement sets forth the entire Agreement between the parties and supersedes any and all other Agreements between the parties hereto; the terms may not be changed or modified except by an instrument of writing duly signed on behalf of both parties.

#### **18. ENUREMENT**

This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **19. TITLES/HEADINGS**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**20. GENDER**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**21. SEVERABILITY**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**22. WAIVER**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**City of Frostburg**

**JMA Resources, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed name*

Nancy Martindell  
\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Title*

President  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## Terms and Conditions of Use

Last Modified: DATE

### Acceptance of the Terms and Conditions of Use

These Terms and Conditions of Use are entered into by and between you and JMA Resources, Inc. dba 76 Unboxed ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms and Conditions of Use**"), govern your access to and use of **WEBSITE DOMAIN NAME**, including any related apps/applications, content, functionality, and services offered on or through **WEBSITE DOMAIN NAME** (the "**Website**"), whether as a guest or a registered user.

Please read the Terms and Conditions of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms and Conditions of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions of Use and our Privacy Policy, found at PRIVACY POLICY URL, incorporated herein by reference.** If you do not want to agree to these Terms and Conditions of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 13/18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Changes to the Terms and Conditions of Use

We may revise and update these Terms and Conditions of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. You are expected to check this page from time to each time you access this Website so you are aware of any changes, as they are binding on you.

### Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* **LINK TO PRIVACY POLICY**, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or

entity. You also acknowledge that your account is personal to you and agree not to provide any other access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions of Use.

**Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* **LINK TO THE WEBSITE AND SOCIAL MEDIA FEATURES** with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: **EMAIL ADDRESS**.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are

reserved by the Company. Any use of the Website not expressly permitted by these Terms and Co is a breach of these Terms and Conditions of Use and may violate copyright, trademark, and other laws.

**Trademarks**

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

**Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms and Conditions of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms and Conditions of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

**User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms and Conditions of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms and Conditions of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

**YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we cannot/do not undertake to review all material before it is posted on the Website and prompt removal of objectionable material after it has been posted.

Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions of Use and our Privacy Policy [LINK TO PRIVACY POLICY](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**Copyright Infringement**

If you believe that any User Contributions violate your copyright, please see our Copyright Policy [LINK TO COPYRIGHT POLICY](#) for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

**Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information.

Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include/includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services.

All statements and/or opinions expressed in these materials, and all articles and responses to questions, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials.

These materials do not necessarily reflect the opinion of the Company.

We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

**Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy [LINK TO PRIVACY POLICY](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Online Purchases and Other Terms and Conditions**

All purchases through our site or other transactions for the sale of goods or services, or information carried out through the Website, or resulting from visits made by you, are governed by our Terms of Sale [LINK TO TERMS OF SALE](#), which are hereby incorporated into these Terms and Conditions of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms and Conditions of Use.

**Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms and Conditions of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms and Conditions of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

**Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**Geographic Restrictions**

The owner of the Website is based in the Commonwealth of Pennsylvania in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

**YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

**TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR**

**OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.**

**THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the site.

**THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions of Use, or your use of any information obtained from the Website.

**Governing Law and Jurisdiction**

All matters relating to the Website and these Terms and Conditions of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in the County of Cumberland, Pennsylvania, or the Federal Court where Cumberland County is situated, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms and Conditions of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising from these Terms and Conditions of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law.

**Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions of Use will continue in full force and effect.

**Entire Agreement**

The Terms and Conditions of Use, our Privacy Policy, and **Terms of Sale** constitute the sole and entire agreement between you and JMA Resources, Inc. dba 76 Unboxed regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**Your Comments and Concerns**

This website is operated by JMA Resources, Inc. dba 76 Unboxed, 2 Market Plaza Way, Suite 6, Mechanicsburg, Pennsylvania 17055.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy **LINK TO COPYRIGHT POLICY** in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: **EMAIL ADDRESS**.