



# THE CITY OF FROSTBURG

## Mayor and Council Work Session Agenda

Wednesday, May 14, 2025 at 4:00 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. Roll Call**

**3. Special Presentations and Requests**

- A. Review of 2025 Maryland General Assembly Legislative Session, Rich Reinhardt, Percy Public Affairs.

**4. Council Meeting Topics**

- A. Public Hearing for Ordinances 2025-01, 2025-02 & 2025-03
  - Ordinance 2025-01 - FY26 Operating Budget and Schedule of Municipal Fees
  - Ordinance 2025-02 - Serveline Leak Protection Program
  - Ordinance 2025-03 - Frostburg Fire Department No.1 Property Tax Credit
- B. Audit RFP
- C. Commercial Tax Credit Text Amendment
- D. Rental Housing Ordinance Text Amendments
- E. Maryland Department of Planning Annual Report
- F. Historic District Commission Reappointment, Maureen Brewer
- G. Temporary Repeal of the Open Container Law for Derby Day
- H. Demolition Agreement: 82/84/86 East Main Street
- I. Emergency Procurement

**5. Discussion Items**

- A. Glendening Parking
- B. Employee Benefits Update

**6. Adjournment**

# ORDINANCE 2025-01

## FORMAL ADOPTION OF THE FISCAL 2025/2026 CORPORATE, WATER, SEWER, GARBAGE AND WATER SURCHARGE FUND OPERATING BUDGETS FOR THE CITY OF FROSTBURG

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FROSTBURG, MARYLAND, ENTITLED “**FORMAL ADOPTION OF THE FISCAL YEAR 2025/2026 CORPORATE, WATER, SEWER, GARBAGE AND WATER SURCHARGE FUND OPERATING BUDGETS FOR THE CITY OF FROSTBURG**”

WHEREAS: Section 702 and 703 amended of the Frostburg City Charter provides for the adoption of a fiscal year budget beginning July 1, 2025 – June 30, 2026; and

WHEREAS: Said Charter mandates that the budget shall be adopted by the governing body in the form of an ordinance;

NOW, THEREFORE, in consideration of the foregoing, the Mayor and City Council of the City of Frostburg ordain and establish this ordinance as follows:

BE IT FURTHER RESOLVED that the following be set forth:

<b>OPERATING BUDGETS:</b>	<b>See Attachment</b>
<b>TAXES:</b>	<b>See Attachment</b>
<b>WATER RATES:</b>	<b>See Attachment</b>
<b>SEWAGE RATES:</b>	<b>See Attachment</b>
<b>GARBAGE RATES:</b>	<b>See Attachment</b>
<b>MISCELLANEOUS FEES:</b>	<b>See Attachment</b>

Introduction:	April 15, 2025
Public Hearing:	May 20, 2025
Adoption:	May 20, 2025
Effective:	June 9, 2025

ATTEST:	MAYOR & CITY COUNCIL OF FROSTBURG
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<hr/>	By: <hr/>
Lydia Claar, Acting Deputy City Admin	Todd J. Logsdon, Mayor

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
01-000-4000	Taxes - Real Estate	\$ 3,080,000
01-000-4001	Personal Property Taxes	6,000
01-000-4002	Public Utility Taxes	220,000
01-000-4003	Corporation Taxes	85,000
01-000-4004	Prior Year Taxes	1,000
01-000-4005	Trailer Tax	1,600
01-000-4010	Interest on Taxes	35,000
01-000-4011	Tax Credits	(30,000)
01-000-4012	Tax Abatements	(3,000)
01-000-4013	Enterprise Zone Reimbursement	16,000
01-000-4020	Maryland Income Tax	700,000
01-000-4021	Admission Taxes	18,000
01-000-4022	Hotel Motel Tax	150,000
01-000-4023	Highway Use Tax	550,000
01-000-4024	Coal Tax	2,600
01-000-4025	Housing Authority	12,000
01-000-4027	Payment in Lieu of Taxes	3,900
01-000-4031	Liquor Licenses	10,000
01-000-4032	Traders Licenses	10,000
01-000-4040	Police Grants	40,000
01-000-4041	Parking	700
01-000-4043	Police Protection Grant	120,000
01-000-4045	Fines & Forfeitures	4,500
01-000-4047	Frostburg State University MOU	10,000
01-000-4049	School Resource Reimbursement	30,000
01-000-4050	Permits, Planning	2,500
01-000-4051	Building Permits	3,000
01-000-4052	Rental Licensing	75,000
01-000-4054	Construction Inspections	28,000
01-000-4055	Code Enforcement Citations	1,250
01-000-4056	Comm Dev Grant Revenue	110,000
01-000-4060	Swimming Pool	65,000
01-000-4062	Day Camp Registrations	18,000
01-000-4063	Recreation Activities	22,000
01-000-4200	Operating Transfer - Water Fund	126,300
01-000-4201	Operating Transfer - Sewer Fund	242,300
01-000-4202	Operating Transfer - Garbage Fund	24,500
01-000-4301	Rents	111,000
01-000-4302	HRD Appropriation	10,700
01-000-4303	Franchises	68,000
01-000-4304	Miscellaneous Revenue	4,000
01-000-4306	Project Reimbursement	2,169,000
01-000-4315	Proceeds from Fund Balance	268,425
01-000-4317	Special Revenue	666,000

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
01-000-4600	Interest Income	475,000
	<b>Total Corporate Fund Revenue</b>	<b>\$ 9,563,275</b>
	<b>Corporate Fund Expenses</b>	
	<b>Executive</b>	
01-100-5000	Salaries	\$ 22,200
01-100-5010	Social Security	1,700
01-100-5012	Workers Comp	175
01-100-5050	Legislative Contingencies	6,000
01-100-5104	Insurance - Public Officials	9,700
01-100-5150	Training	2,800
01-100-5160	Travel	5,700
01-100-5185	Professional Fees	30,000
	<b>Total Executive</b>	<b>\$ 78,275</b>
	<b>Administrative</b>	
01-110-5000	Salaries	\$ 175,800
01-110-5010	Social Security	13,400
01-110-5011	Pension	21,100
01-110-5012	Workers Comp	600
01-110-5013	Insurance - Health	34,600
01-110-5014	Insurance - Health Retiree	30,600
01-110-5015	Contribution - 457	2,000
01-110-5030	Employee Wellness	7,500
01-110-5050	Reserve For Contingencies	10,000
01-110-5102	Insurance - Gen Liab	150
01-110-5105	Insurance - Property	12,000
01-110-5106	Insurance - AD&D and Life	4,500
01-110-5111	Contributions - Tourism	120,000
01-110-5150	Training	1,200
01-110-5160	Travel	1,800
01-110-5185	Professional Fees	1,100
01-110-5191	Communications	12,000
01-110-5200	Advertising	6,400
01-110-5205	Legal	42,500
01-110-5207	Pension Administrative Fee	7,800
01-110-5210	Office Supplies	11,000
01-110-5220	Postage	28,000
01-110-5230	Computer Exp	14,000
01-110-5232	IT Licensing and Fees	40,500
01-110-5235	Digital Engagement	29,000
01-110-5301	Election	12,000
01-110-5391	Principal and Interest on Debt Service	154,700

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
01-110-5500	Building - Armory	12,000
01-110-5502	Building Maintenance	26,000
01-110-5550	Utilities - Building	16,000
01-110-5700	Bank Fees	300
01-110-5807	Capital Outlay	2,270,000
	Total Administrative	<u>\$ 3,118,550</u>
	<b>Finance</b>	
01-120-5000	Salaries	\$ 82,000
01-120-5010	Social Security	6,200
01-120-5011	Pension	9,700
01-120-5012	Workers Comp	200
01-120-5013	Insurance - Health	13,000
01-120-5015	Contribution - 457	625
01-120-5102	Insurance - Gen Liab	150
01-120-5105	Insurance - Property	4,500
01-120-5150	Training	1,000
01-120-5185	Professional Fees	1,000
01-120-5310	Auditing	85,000
01-120-5311	Actuarial Study	6,500
01-120-5313	Tax Collection	1,300
01-120-5810	RETSA Obligation	16,000
	Total Finance	<u>\$ 227,175</u>
	<b>Community Development</b>	
01-130-5000	Salaries	\$ 128,500
01-130-5010	Social Security	9,800
01-130-5011	Pension	15,400
01-130-5012	Workers Comp	350
01-130-5013	Insurance - Health	26,700
01-130-5015	Contribution - 457	1,500
01-130-5102	Insurance - Gen Liab	150
01-130-5105	Insurance - Property	4,500
01-130-5150	Training	750
01-130-5160	Travel	900
01-130-5185	Professional Fees	750
01-130-5320	Economic Development	8,000
01-130-5322	Planning	15,000
01-130-5323	Public Art	2,000
01-130-5822	Special Projects	20,000
	Total Community Development	<u>\$ 234,300</u>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
	<b>Code Enforcement</b>	
01-140-5000	Salaries	\$ 81,000
01-140-5010	Social Security	6,200
01-140-5011	Pension	9,800
01-140-5012	Workers Comp	2,400
01-140-5013	Insurance - Health	26,700
01-140-5015	Contribution - 457	750
01-140-5100	Insurance - Auto	850
01-140-5102	Insurance - Gen Liab	150
01-140-5105	Insurance - Property	4,500
01-140-5150	Training	500
01-140-5160	Travel	500
01-140-5185	Professional Fees	400
01-140-5231	Software and Subscriptions	13,700
01-140-5330	Code Enforcement	5,000
01-140-5331	Construction Inspect	20,000
01-140-5332	Rental Inspection	1,000
01-140-5401	Auto Expense	500
	Total Code Enforcement	<u>\$ 173,950</u>
	<b>Public Works Administration</b>	
01-150-5000	Salaries	\$ 82,500
01-150-5010	Social Security	6,600
01-150-5011	Pension	9,800
01-150-5012	Workers Comp	1,800
01-150-5013	Insurance - Health	20,600
01-150-5015	Contribution - 457	800
01-150-5100	Insurance - Auto	850
01-150-5102	Insurance - Gen Liab	150
01-150-5105	Insurance - Property	3,000
01-150-5150	Training	1,750
01-150-5160	Travel	1,000
01-150-5185	Professional Fees	2,100
01-150-5193	One Call Concepts	2,200
01-150-5340	Engineering Equipment	3,000
01-150-5341	Mapping Supplies	8,000
01-150-5342	Public Works	7,400
01-150-5400	Gas, Oil, Grease	3,000
01-150-5420	Fleet lease	11,000
	Total Public Works Administration	<u>\$ 165,550</u>
	Total Admin and Executive Expense	<u>\$ 3,997,800</u>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
<b>Public Safety</b>		
01-160-5000	Salaries	\$ 1,152,300
01-160-5002	Salaries - Police Grants	40,000
01-160-5003	Court Time	13,000
01-160-5010	Social Security	91,000
01-160-5011	Pension	347,000
01-160-5012	Workers Comp	72,000
01-160-5013	Insurance - Health	259,700
01-160-5015	Contribution - 457	7,500
01-160-5100	Insurance - Auto	9,600
01-160-5102	Insurance - Gen Liab	1,300
01-160-5103	Insurance - Police Professional	12,000
01-160-5105	Insurance - Property	6,900
01-160-5150	Training	35,000
01-160-5170	Uniforms	13,000
01-160-5180	Safety Equipment	1,200
01-160-5181	Law Enforcement Equipment	18,500
01-160-5191	Communications	30,500
01-160-5206	C3I Clerical Support	6,000
01-160-5210	Office Supplies	5,000
01-160-5230	Computers	8,500
01-160-5350	FSU MOU	10,000
01-160-5380	Police Reform	31,000
01-160-5390	Miscellaneous Expense	4,000
01-160-5400	Gas, Oil, Grease	30,000
01-160-5401	Auto Expense	18,000
01-160-5420	Fleet Lease	61,000
01-160-5502	Jail and Office Maintenance	4,000
01-160-5550	Utilities - Public Safety	10,000
01-160-5851	Fire Dept Appropriation	269,525
	<b>Total Public Safety</b>	<b>\$ 2,567,525</b>
<b>Public Works - Street</b>		
01-170-5000	Salaries	\$ 340,000
01-170-5010	Social Security	26,000
01-170-5011	Pension	40,800
01-170-5012	Workers Comp	18,000
01-170-5013	Insurance - Health	99,300
01-170-5015	Contribution - 457	1,500
01-170-5018	Unemployment	200
01-170-5100	Insurance - Auto	11,500
01-170-5102	Insurance - Gen Liab	600
01-170-5105	Insurance - Property	12,900
01-170-5150	Training	5,000

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
01-170-5170	Uniforms	8,000
01-170-5180	Safety Equipment	7,000
01-170-5191	Communications	15,000
01-170-5210	Office Supplies	1,500
01-170-5400	Gas, Oil, Grease	30,000
01-170-5420	Fleet Lease	51,000
01-170-5550	Utilities - Building	7,000
01-170-5711	Salt & Abrasives	150,000
01-170-5712	Sign Maintenance	15,000
01-170-5713	Street Equipment Maintenance	120,000
01-170-5714	Street Lighting	100,000
01-170-5715	Street Maintenance Repairs	136,000
01-170-5716	Street Shop Equipment	70,000
01-170-5717	Street Lighting Repairs	48,500
01-170-5800	Capital Outlay	596,000
01-170-5861	Street Paving	150,000
01-170-5865	Parking Lot Maintenance	42,500
	Total Public Works - Street	<u>\$ 2,103,300</u>
	<b>Recreation</b>	
01-180-5000	Salaries	\$ 305,000
01-180-5010	Social Security	23,200
01-180-5011	Pension	33,100
01-180-5012	Workers Comp	16,100
01-180-5013	Insurance - Health	91,700
01-180-5015	Contribution - 457	1,750
01-180-5100	Insurance - Auto	2,900
01-180-5102	Insurance - Gen Liab	600
01-180-5105	Insurance - Property	17,600
01-180-5150	Training	300
01-180-5160	Travel	750
01-180-5170	Uniforms	5,000
01-180-5181	Safety Equipment	500
01-180-5400	Gas, Oil, Grease	10,000
01-180-5420	Fleet Lease	23,000
01-180-5503	Armory Expense - Gym	9,000
01-180-5504	Community Center	18,000
01-180-5510	City Place	13,000
01-180-5550	Utilities	9,000
01-180-5720	Beautify The Burg Expense	1,500
01-180-5721	Rec Equipment Maintenance	13,000
01-180-5722	Rec League Appropriations	5,000
01-180-5723	Rec Park Maintenance Expense	58,000
01-180-5724	Street Trees	7,500



**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
01-180-5725	Trailhead Maintenance Expense	2,000
01-180-5726	Recreational Programs	11,500
01-180-5772	Trash Removal	12,000
01-180-5800	Capital Outlay	55,000
	Total General Recreation	<u>\$ 746,000</u>
	<b>Recreation-Pool</b>	
01-181-5000	Salaries	\$ 72,000
01-181-5010	Social Security	5,500
01-181-5012	Workers Comp	3,800
01-181-5108	Unemployment	200
01-181-5507	Pool Operating	39,000
	Total Pool	<u>\$ 120,500</u>
	<b>Recreation - Day Camp</b>	
01-182-5000	Salaries	\$ 24,000
01-182-5010	Social Security	1,850
01-182-5012	Workers Comp	1,300
01-182-5108	Unemployment	200
01-182-5507	Day Camp Operations	800
	Total Day Camp	<u>\$ 28,150</u>
	Total Recreation	<u>\$ 894,650</u>
	<b>Total Corporate Fund Expenses</b>	<u><u>\$ 9,563,275</u></u>
	<b>Corporate Fund Net Income (Loss)</b>	<u><u>\$ -</u></u>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
<b>Water Fund Revenues</b>		
02-000-4000	Water Service Revenue	\$ 1,623,750
02-000-4001	Interest Earned - Water	3,600
02-000-4315	Proceeds from Fund Balance	180,000
02-000-4402	Sale of Meters	5,000
02-000-4403	Tapping Fees	5,600
02-000-4404	Sundry Sales	2,500
02-000-4600	Interest Income	24,000
	<b>Total Water Revenue</b>	<b>\$ 1,844,450</b>
<b>Water Fund Expenses</b>		
<b>Water - Administration</b>		
02-190-5000	Salaries	\$ 73,000
02-190-5010	Social Security	5,500
02-190-5011	Pension	8,700
02-190-5012	Workers Comp	1,300
02-190-5013	Insurance - Health	15,300
02-190-5015	Contribution - 457	850
02-190-5313	Collection Expense	2,200
02-190-5370	FMHA Bond	900
02-190-5600	Corporate Overhead	126,300
	<b>Total Water Administration</b>	<b>\$ 234,050</b>
<b>Water - Filtration</b>		
02-192-5102	Insurance - Gen Liab	\$ 1,400
02-192-5105	Insurance - Property	25,400
02-192-5106	Insurance - Boiler & Machinery	10,800
02-192-5521	Pumping System Expense	95,000
02-192-5522	Purification Plant Maintenance	50,000
02-192-5710	Filtration Contract Payment	620,000
	<b>Total Water Filtration</b>	<b>\$ 802,600</b>
<b>Water - Supply</b>		
02-194-5000	Salaries	\$ 34,500
02-194-5010	Social Security	2,600
02-194-5011	Pension	4,100
02-194-5012	Workers Comp	1,700
02-194-5015	Contribution - 457	100
02-194-5506	Hydro Facility Expense	5,000
02-194-5550	Utilities - Water Supply	5,000
02-194-5730	Water Supply Expense	50,000
	<b>Total Water Supply</b>	<b>\$ 103,000</b>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
	<b>Water - Distribution</b>	
02-196-5000	Salaries	\$ 273,000
02-196-5010	Social Security	20,800
02-196-5011	Pension	27,000
02-196-5012	Workers Comp	13,300
02-196-5013	Insurance - Health	76,400
02-196-5015	Contribution - 457	1,000
02-196-5100	Insurance - Auto	4,600
02-196-5102	Insurance - Gen Liab	1,400
02-196-5105	Insurance - Property	6,400
02-196-5150	Training	2,000
02-196-5170	Uniforms	4,000
02-196-5180	Safety Equipment	6,600
02-196-5191	Communications	13,000
02-196-5210	Office Supplies	1,000
02-196-5390	Miscellaneous Expense	1,000
02-196-5400	Gas, Oil, Grease	17,000
02-196-5420	Fleet Lease	33,000
02-196-5505	Crestview Pumping Station Expense	12,500
02-196-5550	Utilities - Water Distribution	5,000
02-196-5700	Distribution Expense	61,800
02-196-5701	Distribution Pipe Expense	11,000
02-196-5702	Equipment Maintenance	8,000
02-196-5703	Fire Hydrants Expense	5,000
02-196-5704	Transmission Mains Expense	80,000
02-196-5740	Meters Expense	20,000
	Total Water Distribution	<u>\$ 704,800</u>
	<b>Total Water Fund Expenses</b>	<u><u>\$ 1,844,450</u></u>
	<b>Total Water Fund Net Income (Loss)</b>	<u><u>\$ -</u></u>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
<b><u>Sewer Fund Operating Revenues</u></b>		
03-000-4000	Sewer Charges	\$ 1,799,000
03-000-4001	Interest Earned - Sewer	4,275
03-000-4404	Sundry Sales	1,500
03-000-4503	Sewer Tap Fees	5,500
03-000-4600	Interest Income	44,000
	<b>Total Sewer Operating Revenue</b>	<b>\$ 1,854,275</b>
<b><u>Sewer Operating Expenses</u></b>		
<b><u>Sewer - Administration</u></b>		
03-210-5000	Salaries	\$ 73,000
03-210-5010	Social Security	5,500
03-210-5011	Pension	8,700
03-210-5012	Workers Comp	1,300
03-210-5013	Insurance - Health	15,300
03-210-5015	Contribution - 457	850
03-210-5313	Collection Expense	2,700
	<b>Total Sewer Administration</b>	<b>\$ 107,350</b>
<b><u>Sewer - Operating</u></b>		
03-211-5000	Salaries	\$ 202,000
03-211-5010	Social Security	15,300
03-211-5011	Pension	28,400
03-211-5012	Workers Comp	11,000
03-211-5013	Insurance - Health	53,500
03-211-5015	Contribution - 457	1,800
03-211-5100	Insurance - Auto	1,700
03-211-5102	Insurance - Gen Liab	750
03-211-5105	Insurance - Property	9,000
03-211-5150	Training	1,000
03-211-5170	Uniforms	3,000
03-211-5180	Safety Equipment	1,000
03-211-5191	Communications	2,400
03-211-5400	Gas, Oil, Grease	10,000
03-211-5420	Fleet Lease	21,000
03-211-5520	Pumping Station Maintenance	6,000
03-211-5600	Corporate Overhead	242,300
03-211-5761	Sanitary Commission Charges	1,216,000
03-211-5762	Sanitary Comm-Transmission Projects	11,800
03-211-5763	Sewer Operating Expense	50,000
03-211-5764	Sewer Pumping Expense	9,000
03-211-5805	Capital Outlay - Sewer Projects	50,000
	<b>Total Sewer Operating</b>	<b>\$ 1,946,950</b>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
	Total Sewer Operating Expenses	\$ 2,054,300
	Sewer Operating Net Income (Loss)	\$ (200,025)
	<b>CSO Revenue</b>	
03-220-4520	CSO Surcharge Revenue	\$ 401,000
03-220-4521	Interest Earned - CSO Surcharge	1,800
03-220-4317	Special Revenue	150,000
03-220-4530	Project Reimbursements	1,489,000
03-200-4540	Proceeds of Debt	952,000
	Total CSO Revenue	\$ 2,993,800
	<b>CSO Expenses</b>	
03-220-5391	Interest Expense	\$ 3,025
03-220-5392	Debt Redemption	23,750
03-220-5800	Capital Outlay	2,767,000
	Total CSO Expense	\$ 2,793,775
	CSO Net Income (Loss)	\$ 200,025
	<b>Sewer Fund Net Income (Loss)</b>	<b>\$ -</b>
	<b>Water Surcharge Fund Revenue</b>	
04-000-4000	Water Tap Surcharge	\$ 652,000
04-000-4001	Interest Earned - Surcharge	3,000
04-000-4405	Project Reimbursements	120,000
04-000-4600	Interest Income	40,000
	Total Water Surcharge Revenue	\$ 815,000
	<b>Water Surcharge Fund Expenses</b>	
04-200-5313	Collection Expense	\$ 2,200
04-200-5391	Interest Expense	42,425
04-200-5392	Debt Redemption	421,675
04-200-5800	Capital Outlay	172,000
04-200-5802	Capital Repairs	45,000
	Total Water Surcharge Expense	\$ 683,300
	<b>Water Surcharge Net Income (Loss)</b>	<b>\$ 131,700</b>

**CITY OF FROSTBURG  
OPERATING BUDGET  
FOR THE YEAR ENDED JUNE 30, 2026**

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT
<b>Garbage Fund Revenues</b>		
05-000-4000	Trash & Garbage Charges	\$ 534,600
05-000-4104	Interest Earned - Garbage	3,000
05-000-4404	Sundry Sales	1,950
05-000-4600	Interest Income	3,500
	Total Garbage Revenue	<u>\$ 543,050</u>
<b>Garbage Fund Expenses</b>		
<b>Garbage Fund - Administration</b>		
05-230-5000	Salaries	\$ 55,000
05-230-5010	Social Security	4,100
05-230-5011	Pension	6,400
05-230-5012	Workers Comp	800
05-230-5013	Insurance - Health	12,200
05-230-5015	Contribution - 457	850
05-230-5313	Collection Expense	750
	Total Garbage Administration	<u>\$ 80,100</u>
<b>Garbage Operating</b>		
05-232-5000	Salaries	\$ 91,000
05-232-5010	Social Security	6,900
05-232-5011	Pension	10,900
05-232-5012	Workers Comp	4,400
05-232-5013	Insurance - Health	34,400
05-232-5015	Contribution - 457	750
05-232-5100	Insurance - Auto	2,600
05-232-5102	Insurance - Gen Liab	400
05-232-5105	Insurance - Property	5,900
05-232-5170	Uniforms	3,000
05-232-5180	Safety Equipment	1,000
05-232-5210	Office Supplies	1,000
05-232-5400	Gas, Oil, Grease	14,000
05-232-5600	Corporate Overhead	24,500
05-232-5770	Ash Dumpster	8,500
05-232-5771	Bulk Cleanup Expense	10,000
05-232-5772	Landfill Charges	130,000
05-232-5773	Sanitation Operating Expense	60,000
05-232-5774	Yard Waste Composting	1,500
	Total Garbage Operating	<u>\$ 410,750</u>
	Total Garbage Expenses	<u>\$ 490,850</u>
	<b>Garbage Net Income (Loss)</b>	<u><b>\$ 52,200</b></u>

**CITY OF FROSTBURG  
SCHEDULE OF MUNICIPAL FEES**

**REAL ESTATE TAXES:** \$0.70 per \$100 of Assessed Value

The interest rate on real estate taxes is 1.5% per month after the due date.

**TRAILER/MOBILE HOME TAXES:** \$5.00 per lot per month on each occupied mobile home lot; taxes are payable monthly by the landowner

**PERSONAL PROPERTY TAXES:** \$1.50 per \$100 of Assessed Value

Personal property taxes are assessed and billed monthly throughout the fiscal year by the City as assessment certifications are received from the State Department of Assessments and Taxation. The due date for personal property taxes is not less than 30 days after the billing date. The interest rate on personal property tax is 1.5% and is added monthly to any delinquent amount due.

**WATER SHUT OFF PENALTY:** .....\$48

**AFTER HOURS WATER RECONNECTION FEE:** .....\$80

**SUPPLEMENTAL WATER METER READINGS**.....\$10

**REJECTED PAYMENT CHARGES (CHECK, ACH, CREDIT AND DEBIT CARD)**

First Offense .....\$30

Second and Continuing Offense .....\$50

**OTHER FEES**

Administrative rebilling fee .....\$10 per billing

Interest..... 1½ % per month on unpaid balances

**ELECTRONIC PAYMENT PROCESSING FEES (For payments processed in person at the Municipal Center at 37 Broadway and online tax payments and utility payments)**

Credit Cards.....percentage of the total transaction as required per Vendor (not less than 2.95%)

E-Checks (Remitted via the City's website)..... Transaction fee is paid by the City

**ELECTRONIC PAYMENT PROCESSING FEES (Permit and rental licensing online payments only)**

Credit or debit card .....3.25% of the total transaction amount (\$2.00 minimum)

**ELECTRONIC PAYMENT PROCESSING FEES (Debit or credit card payments through Square only)**

Card presented in person and entered electronically .....3.75%

Card entered manually.....4.75%

**WATER RATES**

WATER CONSUMPTION	<u>IN CITY CUSTOMERS</u>
0 – 50,000 gallons per billing.....	<b>\$6.21/1,000 gallons</b>
50,001 gallons per billing and over.....	<b>\$11.88 /1,000 gallons</b>

Based on an evaluation of water consumption on an annual basis in February each year, in-city customers who typically consume an average of 1,000,000 gallons per month over a 12 month period are billed for water consumption as follows:

0 – 500,000 gallons per billing.....	<b>\$6.21/1,000 gallons</b>
500,001 gallons per billing and over.....	<b>\$11.88/1,000 gallons</b>

WATER CONSUMPTION	<u>INDIVIDUAL CUSTOMER ACCOUNTS OUTSIDE CITY</u>
0 – 50,000 gallons per billing.....	<b>\$9.32/1,000 gallons</b>
50,001 gallons per billing and over.....	<b>\$17.82/1,000 gallons</b>

	<u>BULK DELIVERY TO ALLEGANY COUNTY</u>
All water consumption .....	<b>\$3.97/1,000 gallons</b>

**SEWER RATES**

Billed based on water consumption	<u>ALL CUSTOMERS</u>
0 – 50,000 gallons per billing.....	<b>\$11.80/1,000 gallons</b>
50,001 gallons per billing and over.....	<b>\$15.25/1,000 gallons</b>

**WATER SURCHARGE**

Surcharge per unit or equivalent	
In-City Frostburg customers .....	\$8.30/month
Out of City customers .....	\$8.30/month
County customers except Eckhart.....	\$8.30/month
County customers - Eckhart .....	\$2.96/month

**CSO (Combined Sewer Overflow) SURCHARGE**

Surcharge per unit or equivalent .....	\$7.00/month
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<b>ServLine Residential Leak Insurance</b> .....	\$1.70/month
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Single family residential units are automatically enrolled in the program coverage unless the customer opts out of this service by contacting ServLine at 1-800-XXXX.

**GARBAGE RATES**

Residential customers.....	\$18.00/month
In-City residential recycling credit (requires enrollment with Burgmeier's) .....	\$3.00 per month



**Special Garbage Charges**

A special garbage collection can be scheduled for a prepaid fee of \$75 per load.

An excess trash charge of \$75 will be assessed to the property owner for each load over the first pick-up truck sized load during bulk pick-up.

**SALE OF BULK WATER** – \$100 is due with the Application for Bulk Water. Upon approval by the Director of Public Works, water is billed at \$10 per 1,000 gallons and payable within 30 days. Written documentation of water usage must be provided by the approved user.

**WATER CONNECTIONS**

Fee applicable to in-city and out-of-city connections – credits applicable to in-city connections only

		Credits applicable to in-city and out-of-city connections					Credits applicable to in-city connections only	
Tap Size	Tap & Connection Fee	less applicable connection credit	New Connection Credit (new tap is made to line by City Water Dept.)	Residential Existing Tap Credit (issued if tap to be used is existing and approved by City Engineer (e.g. subdivisions))	Commercial Existing Tap Credit (issued if tap to be used is existing and approved by City Engineer (e.g. new shopping center))	Redevelopment Credit (issued when new tap is made to line for <u>existing or razed</u> structure for sprinkler system)		
3/4"	\$1,500		-	\$1,000	\$1,000	\$600		
1"	\$1,800		-	\$1,200	\$1,200	\$800		
1 1/2"	\$3,000		-	\$2,000	\$2,000	\$1,500		
2"	\$4,500		-	\$2,500	\$2,500	\$2,500		
4"	\$6,000		-	n/a	\$3,000	\$3,000		
6"	\$9,000		-	n/a	\$4,500	\$4,500		
8"	\$12,000		-	n/a	\$6,000	\$6,000		
Taps 10" and larger will be priced by City Engineer								

**SEWER CONNECTIONS**

Use Type	Tap & Connection Fee		New Connection Credit (new tap is made to line by City Street Dept.)	Existing Tap Credit (issued if tap is pre-existing (e.g. subdivisions))	Redevelopment Credit (issued when new tap is made to line for <u>existing or razed</u> structure(s))
Single Family Residential (including townhouse & twin family where each unit is on a fee-simple lot)	\$2,000	less applicable connection credit	\$ -	\$1,500	\$500
Two-family & Multi-family *	\$2,500		\$ -	\$2,000	\$500
Commercial *	\$3,000		\$ -	\$2,500	\$500

\* Fee may be higher if actual costs incurred are greater

**WATER METER FEES complete with 1 check valve and 1 coupling**

<i>Meter size</i>	<i>Meter + Registry</i>	<i>Additional Coupling</i>	<i>Additional Check Valve</i>
Water meter bottom	\$25	-	-
≤ 3/4"	\$450	\$25	\$125
1"	\$900	\$30	\$225
1 1/2"	\$1,000	\$85	Supplier cost plus 10%
2"	\$1,200	\$110	Supplier cost plus 10%
<i>Meters larger than 2" shall be priced by City Engineer</i>			
Water meter registry only		\$225	
Water meter excluding registry	"Meter + Registry" fee above less \$225		

**EXTENDED SEWER & WATER TAPS: RESIDENTIAL/COMMERCIAL**

Note: This extended sewer and water tap charge applies to new building and/or conversion building and shall be assessed at the time the building permit is issued.

Add \$0 for each additional unit over 1 ..... \$0 each (water)

**LAND USE AND BUILDING PERMIT FEES**

*Call City Hall for the number of inspections required as they vary by project. The inspection fee is based on use type.*

Residential Permit Fees

Single Family ..... \$75  
Twin Dwelling/ Two-Family ..... \$100  
Renovation (Structural Changes) ..... \$25

Single and Two-Family Sprinkler Rebate ..... \$500

After the Use & Occupancy Permit has been issued by the City following the construction of a new single or two-family home with a sprinkler system (required by State Law), a rebate will be issued to the property owner.

Residential Inspection Fees

Inspections ..... \$75 per inspection

## Electric Service

100-200 amp ..... \$100 per service  
400 amp ..... \$150 per service

Plan Review (non-refundable) ..... \$100 per hour

**CITY OF FROSTBURG  
SCHEDULE OF MUNICIPAL FEES**

Commercial and Multi-Family Permit Fees

Multi-Family Housing.....	\$50 per unit
Commercial.....	\$100 plus \$0.05 per square foot
Renovation (Structural Changes).....	\$25

Commercial and Multi-Family Housing Inspection Fees

Multi-Family .....	\$75 per inspection plus cost of electric service
Plan Review (non-refundable).....	\$125 per hour
Commercial (retail, assembly, restaurant and similar spaces)	
First 5,000 square feet.....	\$0.95 per square foot
Additional square footage .....	\$0.25 per square foot
Office Space .....	\$0.50 per square foot
Hotel .....	\$300 per room for first 20 rooms
Additional rooms .....	\$100 per room
Electric Service	
100-200 amp .....	\$125 per service
400 amp .....	starting at \$175 per service
600 amp .....	\$375 per service
800 amp .....	\$675 per service
1000 amp .....	\$925 per service
Transfer Switch -	\$50 in addition to service cost

Commercial re-inspections are minimum of \$125 per trip.

Other occupancies, change of occupancy, and remodel prices are determined by the inspector.

Residential and Commercial Accessory Structures and Additions (sq. ft. based on total floor area)

<300 square feet.....	\$10
300-899 square feet.....	\$40
>900 square feet.....	\$75
Fences/Swimming Pools.....	\$25
Retaining walls >30" in height .....	\$25

Residential and Light Commercial Photovoltaic Inspection

First 5,000 KWA.....	\$175
Price per additional KWA, up to 1 megawatt .....	\$25
Battery .....	\$50
Plan Review (residential installations).....	\$80
Plan Review (commercial installations).....	\$125
Car charger.....	\$50

**CITY OF FROSTBURG  
SCHEDULE OF MUNICIPAL FEES**

Energy/Telecom Structure (per new structure) ..... \$50  
*Plan review, inspections, and/or grading permit may be required depending on project*

**Demolition Permit & Inspection Fees**

Demolition ..... \$25  
 Demolition of Structure damaged by fire or other natural disaster, or listed on the  
 Code Enforcement Blighted Property List ..... \$0.00  
 Inspections (typically 2) ..... \$75 per inspection

**Emergency or re-inspections if work is not ready for inspection ..... \$100**

**Grading**

*If an Allegany Soil Conservation District review is required, ASCD will charge fees based on the official ASCD fee schedule, in addition to, or in lieu of, City of Frostburg fees.*

Forest Harvest ..... \$25  
 Minor/Standard Plan ..... \$25  
 Major Plan ..... \$100  
 Street Entrance ..... \$25  
 Stormwater Facility ..... \$100

**Sign Permits** (See City Zoning Ordinance § 7 for Signs requiring a Permit)

*Sign area is determined per the City Zoning Ordinance § 7*

Replacement of lettering or light panel on existing sign structure ..... \$0  
 Directional, instructional, or “wayfinding” sign ..... \$0  
 Less than 25 square feet ..... \$30  
 25 to 60 square feet ..... \$45  
 61 to 180 square feet ..... \$75  
 Greater than 180 square feet ..... \$150  
 Electronic Messaging Centers (EMCs) ..... permit fee based on size + \$100

**Other Permit Fees**

Open Cut Permit ..... \$25  
 Zoning Certification ..... \$0  
 Home Occupation Permit ..... \$25  
 Residential Occupancy Permit ..... \$0  
 Commercial Use and Occupancy Permit ..... \$25

**Solicitor Permits**

Door to Door (effective for one year from date of issuance) ..... \$25  
 Short-Term Mobile/Temporary Business Unit ..... \$50  
 Seasonal Mobile/Temporary Business Unit ..... \$75  
 Long-Term Mobile/Temporary Business Unit ..... \$150  
 One-Time Special Event ..... \$0

Subdivision Review

Consultation Meeting .....	\$0
Formal Application (water/sewer/public road available at site) .....	\$200
Formal Application (review of off-site infrastructure extension included).....	\$400

Board of Zoning Appeals

Special Exception .....	\$250
Variance.....	\$250
Administrative Error .....	\$150

Re-Zoning Request

Zoning Map Error or Map Change.....	\$100
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**MISCELLANEOUS PERMIT FEES**

Burning Permit .....	\$0
Chicken License.....	\$30

**POLICE DEPARTMENT**

Parking Violations	
Handicap Only .....	\$50
Fire Hydrant Violations .....	\$50
All Others .....	\$30
Second offense or continuing violations may be doubled.	

Late Fee: A fee of \$5 is added when parking tickets are delinquent. Thirty days after delinquency, a ticket may be flagged with MVA and the original fine will be doubled.

Vehicles may be towed if they have accumulated three or more unpaid violations thirty (30) days after the issuance of first violation.

## Parking Permits (City Place lot)

The permit fee is \$40 per month or \$400 for an annual permit which is purchased in advance.

## Parking Permits (all other City parking lots)

The permit fee is \$20 per month or \$200 for an annual permit which is purchased in advance.

Copies .....	\$10.00
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**RENTAL HOUSING LICENSING & INSPECTION**

Initial Rental Licensing  
License per unit, prior to occupancy.....\$40

Rental License Renewal  
Annual License per unit, by February 1.....\$40  
Annual License per unit, by March 1.....\$50  
Annual License per unit, by April 1.....\$100  
Annual License per unit, after April 1.....\$100 + \$250 citation

Rental units will forfeit any “*grandfathering*” if not licensed and fees paid by June 1<sup>st</sup>.

Rental Housing Annual License Fee includes one primary rental housing inspection to occur once every three (3) years by City licensed Rental Housing Inspector, and one reinspection (if required).

Second and Subsequent Re-inspection Fee (if required); to be paid to the City.....\$25

**DOCUMENTS**

Zoning Ordinance ..... \$8.00  
Subdivision Regulations..... \$5.00  
Rental Housing Code.....\$5.00  
Rental Unit Verification.....\$5.00  
Comprehensive Plan..... \$5.00  
Personnel Policy ..... \$6.00  
Miscellaneous copies.....\$0.10 per page

(Remainder of page is intentionally blank.)

**CITY OF FROSTBURG  
SCHEDULE OF MUNICIPAL FEES**

**RECREATION FEES**

	<b>City Resident</b>	<b>Non-City Resident</b>	
<b>Community Center</b>	\$300/day \$ 40/hour	\$350/day \$ 50/hour	(\$150 Security Deposit)
<b>Preston Amphitheater</b>	\$300/day \$ 40/hour	\$350/day \$ 50/hour	(\$250 Security Deposit)
<b>City Place</b>			
Hall	\$300/day \$ 40/hour	\$350/day \$ 50/hour	(\$150 Security Deposit)
Meeting Room	\$150/day \$ 25/hour	\$175/day \$ 35/hour	
<b>Pavilion Rentals</b>	\$ 50/day	\$ 65/day	

Additional charges may apply for damages and police response as set forth in the rental agreement.

<b>Armory Gym Rental</b>	\$ 35/hour/month \$ 15/hour	\$ 50/hour/month \$ 20/hour	
	\$ 55/hour/month \$ 25/hour		
Armory Special Event	\$ 40/hour	\$ 50/hour	(\$150 Security Deposit)
<b>Field Rental</b>	\$ 75/day \$ 25/hour	\$ 90/day \$ 35/hour	
<b>Rec Facility Key Deposit</b>	\$40/key	\$40/key	
<b>Special Event Fee</b> (all buildings; events ending after 11:00pm) .....	\$50 per hour		
<b>League Participation Fee</b> (non-City residents) .....	\$5 per person		

**RECREATION FEES – DAY CAMP**

Daily Rate.....	\$22 per child
Weekly Rate (5 day weeks).....	\$105 per child
Weekly Rate (3 day weeks).....	\$66 per child

**RECREATION FEES – SWIMMING POOL****Daily Pool Admissions**

Adults - \$6.00

Children (age 5 – 17) - \$5.00

Children (age 4 and under) – Free with a paying adult

Group Rate (15 or more ages 5 &amp; up) - \$1.00 off each admission

<b>Pool Passes</b>		<b>City Resident</b>	<b>Non-City Resident</b>
Individual Season Pass	1 Pass	\$ 60.00	\$ 70.00
	2 Passes	\$115.00	\$135.00
	3 Passes	\$165.00	\$195.00
	4 Passes	\$210.00	\$250.00
	5 Passes	\$250.00	\$300.00
	6 Passes	\$285.00	\$345.00

Individual Season Passes can only be purchased in increments of 6 or less.

15 Swim Punch Pass:	1 for \$60.00	15 admissions ~	\$4.00/admission
	2 for \$110.00	30 admissions ~	\$3.67/admission
	3 for \$150.00	45 admissions ~	\$3.33/admission
	4 for \$180.00	60 admissions ~	\$3.00/admission

\*If purchasing 4 or more punch passes, each additional 15 swim punch pass is \$45.00 if purchased on the same day. **Punch passes are valid for individual or group entry for up to 15 admissions per pass.**

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 Todd J. Logsdon, Mayor

ATTEST: \_\_\_\_\_  
 Lydia Claar, Acting Deputy City Administrator



**CITY OF FROSTBURG**  
**HOTEL/MOTEL TAX ALLOCATIONS - FY26**  
**REFLECTED IN ACCOUNT 01-110-5111 (CONTRIBUTIONS - TOURISM)**

<b>ORGANIZATION</b>	<b>AMOUNT</b>
FrostburgFirst Operating	\$ 30,000
Classy Chassis Car Club/Cruisin Main Street	1,500
FSU Cultural Event Series	7,000
Elk's Derby Day	2,500
House and Garden Club	3,000
Children's Lit. Center/Storybook Holiday	3,000
Frostburg Museum	10,000
Allegany Arts Council	2,500
Arion Band (Charter Provision \$500)	1,000
Palace Theater	5,000
FSU Appalachian Festival	2,500
Holiday Lamppost Committee	6,000
Mountain Maryland Trails	5,000
Allegany Museum/Thrasher Carriage Museum	5,000
Savage Mountain Punk Fest	2,000
FSU TV-3	2,499
FSU Center for Literary Arts	1,500
WMSR	20,000
FSU WFWM Radio 91.9 FM	1,500
Camp Hope	2,500
Frostburg Little League	1,960
MCCA - Beyond the State	1,500
FBPA	2,500
<b>Total Allocated to Outside Organizations</b>	<b>\$ 119,959</b>

**ORDINANCE NO. 2025-02**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 6-7 OF THE CITY CODE PERTAINING TO THE CITY’S LEAK ADJUSTMENT POLICY FOR WATER LEAKS FOR THE PURPOSE OF ESTABLISHING A LEAK PROTECTION PROGRAM, WHEREBY CUSTOMERS WHO ARE RENDERED INELIGIBLE FOR RELIEF UNDER THE LEAK ADJUSTMENT POLICY CAN OBTAIN RELIEF BEYOND THAT WHICH IS AVAILABLE UNDER THE LEAK ADJUSTMENT POLICY.”**

**WHEREAS**, the City’s Leak Adjustment Policy is set forth in Section 6-7 of the City Code;

**WHEREAS**, the Mayor and City Council decided to establish a Leak Protection Program whereby responsibility for the adjustment of the water bill portion of utility bills for certain residential customers will be shifted from the City under the Leak Adjustment Policy to a third-party service provider under the Leak Protection Program;

**WHEREAS**, the benefits afforded by third-party service providers under the Leak Protection Program will exceed those which are provided by the City under the Leak Adjustment Policy;

**WHEREAS**, customers who are eligible to participate in the Leak Protection Program will be required to pay a small fee to receive Leak Protection Program benefits;

**WHEREAS**, customers eligible for relief under the Leak Adjustment Policy will be permitted to opt out of the Leak Protection Program, but said customers will remain ineligible for relief under the Leak Adjustment Policy; and

**WHEREAS**, it is expected that the Leak Protection Program will benefit the City and eligible customers.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND** that Section 6-7 of the Frostburg City Code be and are hereby repealed and reenacted with amendments, to read as is set forth in the attached Exhibit A:

**SECTION 2: BE IT FURTHER ORDAINED**, that this ordinance shall take effect on August 1, 2025.

THE MAYOR AND CITY COUNCIL OF  
FROSTBURG

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

ATTEST:

\_\_\_\_\_  
Lydia Claar, Acting Deputy City Administrator

Introduced: April 15, 2025  
Public Hearing: May 20, 2025  
Adopted: May 20, 2025  
Effective: August 1, 2025

## **EXHIBIT A**

### **Sec. 6-7. Leak Adjustment Policy; Leak Protection Program.**

- (a) *Leak Adjustment Policy.* The city's Leak Adjustment Policy for adjusting utility bills for water leaks is set forth in this subsection. Customers who are eligible for the Leak Protection Program described in subsection (b) hereafter shall not be eligible for relief under this Leak Adjustment Policy.
- (1) *Application for adjustment.* Water service leak adjustments may be granted once every four (4) years. Applications for leak adjustments shall be submitted to the director of finance utilizing city-approved forms. To be eligible for relief, the customer must submit the application within forty-five (45) days of the billing date for the monthly billing period for which the relief is sought. The application will require that the customer submit documentation showing that: (i) there was a leak, (ii) the leak has been repaired, and (iii) the leak was not caused by the gross negligence of the customer, including, but not limited to, allowing the pipes or water meter to freeze. Examples of evidence that a leak was repaired may include a plumber or handyman invoice, proof of parts purchased, before and after photos, or other written explanations. The director of finance or the city administrator shall decide whether an application may be granted.
  - (2) *Calculation of adjustment.* The leak adjustment shall be calculated in the following manner:
    - (i) Determine the average water consumption of the most recent twelve (12) months that reflect normal usage. If a customer has owned or leased the property for less than twelve (12) months, annual consumption for this calculation will be the greater of thirty-eight thousand (38,000) gallons or actual metered consumption from the date the customer acquired title or commenced leasing the property.
    - (ii) Determine the estimated leak volume by subtracting the average water consumption from the total water consumption of the current billing period.
    - (iii) Multiply the estimate leak volume by fifty percent (50%).
    - (iv) Add the reduced estimated leak (step iii) to the average consumption (step 1) to determine the leak-adjusted amount of water.

Standard water rates apply to the leak-adjusted consumption.
  - (3) *Additional adjustments.* For multi-tenant commercial properties or multifamily units, the city administrator may grant one (1) additional leak adjustment within a four-year period preceding the date of an application for relief, provided the leak did not occur in a separately metered unit owned or occupied by a person or persons who were given relief during the four-year period preceding the application for a leak adjustment. Additional leak adjustments may be approved by the mayor and city council on a case-by-case basis. A leak adjustment shall only apply to the bill for one (1) billing cycle. The leak adjustment applies to the water and sewer charges for that particular billing cycle.
- (b) *Leak Protection Program.* The city may establish a Leak Protection Program by contracting with companies in the business of providing indemnification to customers who have experienced water leaks. Customers eligible for the Leak Protection Program shall be automatically enrolled in it. All customers will be notified of the leak protection program with their utility bill prior to implementation of the program. The monthly fee for participation in the Leak Protection Program shall be set forth in the City's Schedule of Municipal fees and the fee will be separately listed on the monthly utility service bill. Customers may opt out of the Leak Protection Program. Such customers shall remain ineligible for relief under the Leak Adjustment Policy.

**ORDINANCE NO. 2025-03**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO RENUMBER SECTIONS 3-5 AND 3-6 OF THE CITY CODE AS 3.6 AND 3.7, RESPECTIVELY, AND TO ENACT A NEW SECTION 3-5 OF THE CITY CODE PERTAINING TO THE ESTABLISHMENT OF A TAX CREDIT FOR MEMBERS OF FROSTBURG FIRE DEPARTMENT NO. 1.”**

**WHEREAS**, Frostburg Fire Department No. 1, Inc. is the corporate name of the Frostburg Fire Department (the “FFD”), an entity which is separate, distinct, and is not affiliated with The City of Frostburg (the corporate name of the City);

**WHEREAS**, in accordance with Section 9-260 of the Tax-Property Article of the Annotated Code of Maryland, the Mayor and City Council are passing this Ordinance to establish real estate tax credit for eligible members of the FFD;

**WHEREAS**, statewide, there is a decreasing pool of persons who are eligible and willing to serve as fire department volunteers;

**WHEREAS**, the FFD provides fire protection services for the City, the adequacy of which is dependent upon the number of its firefighter volunteers;

**WHEREAS**, this Ordinance is designed to incentivize persons to serve as volunteer firefighters with the FFD; and

**WHEREAS**, the Mayor and City Council believe the passage of this Ordinance is in the City’s best interest.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND** that Sections 3-5 and 3-6 of the City Code are renumbered as Sections 3-6 and 3-7, respectively.

**SECTION 2: BE IT FURTHER ORDAINED** that Section 3-5 of the Frostburg City Code is hereby enacted, to read as is set forth in the attached Exhibit A.

**SECTION 3: BE IT FURTHER ORDAINED**, that this Ordinance shall take effect twenty (20) days from the date of its passage, but the credit will first be available for the taxes due for FY2026.

THE MAYOR AND CITY COUNCIL OF  
FROSTBURG

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

ATTEST:

\_\_\_\_\_  
Lydia Claar,  
Acting Deputy City Administrator

Introduced: April 15, 2025  
Public Hearing: May 20, 2025  
Adopted: May 20, 2025  
Effective: June 9, 2025

## **EXHIBIT A**

### **Sec. 3-5. Tax credits for members of Frostburg Fire Department No. 1, Inc.**

(a) **Definitions.** For the purposes of this section.

“Dwelling” has the meaning set forth in Section 9-105 of the Tax-Property Article of the Annotated Code of Maryland, as may be amended from time to time.

“FFD” means Frostburg Fire Department No. 1, Inc., the corporate name of the Frostburg Fire Department. The FFD and the City are separate and distinct legal entities which are not affiliated with one another.

“Public Safety Officer” or “Volunteer” means a volunteer firefighter with the FFD. The City’s elected officials are not Volunteers for the purpose of this section of the City Code and are not eligible for the Tax Credit.

“Tax Credit” means the tax credit which is the subject of this Section.

(b) **Purpose.** This section is passed in accordance with Section 9-260 of the Annotated Code of Maryland, which authorizes the governing authority or a municipal and county government to grant a credit against the county or municipal corporation property tax imposed on a Dwelling located in the county or municipal corporation that is owned by a public safety officer who is eligible for the credit authorized under section 9-105 of the aforesaid Tax-Property Article (i.e., the Homestead Property Tax Credit). The purpose of this section of the City Code is to establish a such credit for eligible Volunteers of the FFD in order to attract new Volunteers and retain current ones.

(c) **Eligibility criteria.** To be eligible for the Tax Credit for each year it is sought, all of the criteria set forth below must be satisfied:

- (i) As of the July 1 of the tax year for which the credit is sought, the Volunteer is alive, is an active member of the FFD, and has successfully completed any initial probationary period required by the FFD.
- (ii) The Tax Credit is exclusively available for Dwellings.
- (iii) The Volunteer must be an active member of the FFD as of the December 31 preceding the tax year for which the credit is sought, as certified in a writing provided by two officers of the FFD. The certification shall be provided to the City’s Director of Finance no later than the May 1 preceding the tax year for which the Tax Credit is sought. The Tax Credit will not be granted unless and until the Chief produces this certification.
- (iv) The Volunteer must satisfy the eligibility requirements of the income tax credit provided under the Honorable Louis L. Goldstein Volunteer Police, Fire, Rescue, and Emergency Medical Services Personnel Subtraction Modification Program set forth in Section 10-208(i-1) and (l) of the Tax-General Article of the Annotated Code of Maryland, as amended from time to time.
- (v) The Volunteer must complete and submit an application for the Tax Credit in accordance with the requirements set forth hereinafter.
- (vi) The Volunteer must meet all of the other terms and conditions set forth herein.

(d) **Application process.**

- (1) The City's Director of Finance shall create a form application to be provided to all persons seeking to apply for the Tax Credit.
  - (2) The applications must be submitted no later than the May 1 preceding the tax year for which the credit is sought. Without exception, late applications shall be rejected.
  - (3) If an application is rejected, the applicant may not submit an application for a Tax Credit until the next tax year.
  - (4) An application must be submitted for each year the Tax Credit is sought. Applications will not carry over from year to year.
- .
- (e) *Credit amount.*
- (1) If a Dwelling is solely owned by one (1) Volunteer or it is owned by multiple persons, only one of whom is a Volunteer, the Tax Credit shall not exceed \$500.00 per year.
  - (2) If a Dwelling is owned by two (2) or more Volunteers, the Tax Credit shall not exceed \$1,000.00.
  - (3) The Tax Credit may not exceed the amount of the City taxes due for the year the Tax Credit is sought.
  - (4) If a Tax Credit has been granted for a Dwelling which is sold during the tax year for which the tax Credit has been granted, a portion of the Tax Credit shall be refunded to the City for the portion of the tax year following the date of the deed transferring the Dwelling from the Volunteer to a third party.
  - (5) The Tax Credit is not transferable.
  - (6) The Tax Credit may not be combined with any tax credits other than the Homestead Tax Credit.



May 9, 2025  
10200 Grand Central Avenue  
Suite 250  
Owings Mills, MD 21117

Section 4, Item B.



Certified Public  
Accountants &  
Business Advisors

## Cost Proposal to Provide Professional Auditing Services

# City of Frostburg

Submitted by SB & Company, LLC



Chris Lehman  
Engagement Partner  
Email: clehman@sbandcompany.com  
Phone: 410-584-2201

# Cost Proposal

May 9, 2025  
Ms. Lydia Claar  
Acting Deputy City Administrator  
City of Frostburg  
Frostburg Municipal Center  
37 S Broadway, PO Box 440  
Frostburg, Maryland 21532

## RE: Request for Proposals for Professional Auditing Services – Cost Proposal

Dear Ms. Claar,

SB & Company, LLC ("SBC") is pleased to present our cost proposal to provide financial auditing services to the City of Frostburg ("the City"). We propose to perform the financial statement audit and Single Audit for the fiscal year ending June 30, 2025.

SBC will perform the audit in accordance with generally accepted auditing standards, the Governmental Accounting Standards Board ("GASB"), the Financial Accounting Standards Board ("FASB"), the provisions of the Federal Single Audit Act of 1996, the U.S. General Accounting Offices ("GAO"), "Governmental Auditing Standards" (1994) and the Office of Management and Budget ("OMB") Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations. Additionally, SBC shall prepare the Uniform Financial Report for submission to the State Department of Fiscal Services and express an opinion as to whether the City is in compliance with the Uniform System of Accounts as required by the State of Maryland.

SBC confirms that we have the resources and staffing availability to perform the audit timely, on-site, and with minimal procedures performed after the close of field work. SBC commits to performing the work within your desired. The authorized and binding representative for this engagement is Chris Lehman. Chris Lehman is authorized to bind the selected bidder to all statements, including services and prices contained in the bid. Should you have any questions, please feel free to contact me or Bill Seymour, advisory partner, at any time.

**Christopher Lehman, CPA**  
Engagement Partner  
410.584.2201 Direct  
301.785.7408 Mobile  
clehman@sbandcompany.com

**Mr. Bill Seymour, CPA, CMGA**  
Advisory Partner  
410.584.1404 Direct  
443.220.4401 Mobile  
wseymour@sbandcompany.com

Sincerely,  
SB & Company, LLC



By: Christopher Lehman

# Fees

See the following cost forms that highlight SBC’s cost proposal to the City.

## Hourly Rate

See SBC’s hourly rates below that we would bill the Authorities for services outside of the scope of work if requested. These rates may be discounted based on the nature and timing of additional services.

Personnel	Hourly Rate
Partner	\$300
Manager	200
Supervisor	175
Staff	145

## Fee Philosophy

Our practice in billing clients is to live by the fee commitment we make to a client, even if our estimate of the time to complete the engagement is incorrect. If we incur additional time for additional services that are not part of the original scope of services, we will discuss the services with you in advance along with our estimate of the fees to be incurred. We will not bill for normal issues that may come up in an audit, adoption of new standards, or year-round meetings and consultation. This practice ensures there are no surprise bills.

All of SBC’s personnel are client serving. There are no national office charges that are layered on top of the revenue needed to support the local office. Members of national offices are typically the most expensive personnel and do not interact with clients. This means that this cost is allocated to the local offices to pass on to their respective clients. Additionally, national offices have other charges (litigation, insurance, etc.) that are borne out of non-public sector practices (i.e., SEC practice) that are allocated across the entire firm. As a result, it is not uncommon to have a national office incur from 30% up to 50% of the fees charged to a local client. Clients can pay up to twice as much for items that do not directly benefit them when working with national offices. By having 100% client service offices and partners, SBC reduces the need to have this overhead charge and can pass the savings along to you.

## APPENDIX A

## PROFESSIONAL AUDITING SERVICES - COST PROPOSAL FORM

Firm Name: SB & Company, LLC

	FY25	FY26	FY27
City Audit and Related Reports	\$ 36,850	\$ 37,955	\$ 39,093
Single Audit and Related Reports (with one major program)	5,000	5,150	5,304
Single Audit – each additional program	1,500	1,545	1,591
Examination Engagement (if a Single Audit is not required)	2,000	2,060	2,121
Other (specify):			
Total All-inclusive Maximum Price	\$ 45,350	\$ 46,710	\$ 48,109

Firm Contact Name: Christopher LehmanAuthorizing Official Title/Position: MemberFirm Address: 10200 Grand Central Avenue; Suite 250Owings Mills, Maryland 21117Firm Contact Email: clehman@sbandcompany.comFirm Contact Phone: 410-584-2201

APPENDIX B

PROFESSIONAL AUDITING SERVICES - SCHEDULE OF PROFESSIONAL FEES

Firm Name: SB & Company, LLC

FY25 Audit	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	25	\$ 300	\$ 250	\$ 6,250
Managers	50	200	170	8,550
Supervisory Staff	120	175	150	18,000
Staff	120	145	105	12,600
Other (specify):				
				\$ 45,350

**ORDINANCE NO. 2025-04**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO AMEND SECTION 7-4(f) OF THE CITY CODE PERTAINING TO A TAX CREDIT FOR THE REHABILITATION OF COMMERCIAL STRUCTURES FOR THE PURPOSE OF CLARIFYING THAT THE MAYOR AND CITY COUNCIL MAKE THE DETERMINATION AS TO WHETHER A REQUEST FOR THE TAX CREDIT SHOULD BE GRANTED.”**

**WHEREAS**, Section 7-4 of the City Code pertains to a tax credit for the rehabilitation of commercial structures.

**WHEREAS**, among other things, Section 7.4(f) provides that an applicant for the tax credit must prepare an adaptive reuse plan that must be approved by the Director of Community Development and the Director of Finance prior to the authorization of the tax credit. It is implicit that the Mayor and City Council make the decision whether to authorize the tax credit.

**WHEREAS**, State law (Md. Tax-Prop. Code Ann. § 9-256) provides that the Mayor and City Council are to make the said decision.

**WHEREAS**, the purpose of this Ordinance is to make it clear that the Mayor and City Council are responsible for determining whether the tax credit should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND** that Section 7-4(f) of the City Code is amended by inserting the following language at its end:

The Mayor and Council shall review the plan and make a determination as to whether the tax credit should be granted or denied.

**SECTION 2: BE IT FURTHER ORDAINED**, that this Ordinance shall take effect twenty (20) days from the date of its passage.

THE MAYOR AND CITY COUNCIL OF  
FROSTBURG

By: \_\_\_\_\_

Todd J. Logsdon, Mayor

ATTEST:

\_\_\_\_\_  
Lydia Claar,  
Acting Deputy City Administrator

Introduced:

Public Hearing:

Adopted:

Effective:

## Appendix D RENTAL HOUSING

### Sec. 1. - Purpose, applicability, and definitions.

#### 1.01 Purpose.

The purpose of this ordinance is to protect the health, safety, and welfare of tenants and the public through the regulation of rental housing within the City of Frostburg. This ordinance establishes minimum property maintenance standards, a comprehensive rental licensing and inspection program, and a framework for compliance enforcement. The ordinance is intended to support housing quality, promote neighborhood stability, and facilitate clear, transparent expectations between property owners, tenants, and the City. The Mayor and Council further intend that this ordinance be administered using modern, accessible technology and be responsive to changing community housing needs.

#### 1.02 Effective Date.

This ordinance shall take effect on [Insert Date], and shall supersede all previous versions of the City's Rental Housing Code.

#### 1.03 Interpretation and Application of Ordinance.

The provisions of this ordinance are minimum standards for public health, safety, and welfare. In any instance where the requirements of this ordinance differ from those of other applicable laws, codes, or ordinances, the stricter standard shall prevail. The definition of "abandoned" as provided in this ordinance shall govern for rental housing matters, notwithstanding any differing definitions contained in other City codes, including the Zoning Ordinance.

#### 1.04 Reasonable Accommodation.

Nothing in this ordinance shall be interpreted or applied in a way that interferes with an owner's obligation to provide reasonable accommodations for persons with disabilities, as required under the Fair Housing Amendments Act of 1988 and any other applicable law.

#### 1.05 Scope.

This ordinance shall apply to all real property in the City that contains one (1) or more rental units, whether occupied or vacant.

#### 1.06 Severability.

The sections, paragraphs, sentences, clauses and words of this ordinance are severable, and if any word, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining words, clauses, sentences, paragraphs and sections of this Ordinance.

#### 1.07 Definitions and Use of Words, Terms and Phrases.

- a. For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:
  - i. Unless the term "natural person" is used, the word "person" includes a firm, association, organization, partnership, trust, limited liability company, corporation or other entity as well as an individual human being.
  - ii. The present tense includes the future tense.
  - iii. The singular number includes the plural; and the plural number includes the singular.
  - iv. The use of one gender applies to all genders.
  - v. The word "shall" indicates a mandatory provision.



- vi. The phrase "used or occupied" when used in this ordinance to describe rental housing shall include in its meaning "intended, designed, or arranged to be used or occupied."
- b. Definitions: For the purpose of this ordinance, the following definitions shall apply:
  - Abandoned:* The status of any dwelling unit or residential building, structure, property, or part thereof that (i) has not been actively used as a rental unit for a period of twelve (12) consecutive months, or for a minimum of eighteen (18) months during any three-year period, and (ii) has not been continuously registered as a rental property during these periods of disuse.
  - Bathroom:* A room containing plumbing fixtures including a bathtub or shower.
  - Bedroom:* A separate room intended for sleeping and providing the occupant with privacy from common areas and other spaces.
  - City:* The City of Frostburg, Maryland.
  - Digital platform:* The software system designated by the City for the administration of rental licensing, inspections, fee collection, and recordkeeping.
  - Dwelling unit:* A series of rooms connected together constituting a separate independent residence and containing at least a bathroom, a kitchen, and a sleeping area or bedroom for the private and exclusive use of occupants.
  - Habitable area:* Any room meeting the requirements of this ordinance for living, sleeping, cooking, or dining purposes, but not including bathrooms, pantries, hallways, storage areas, utility rooms; garage areas, cellars, or attic spaces are not habitable rooms unless they are finished to meet the requirement of a living, sleeping, cooking, or dining room.
  - Immediate family:* A spouse, parent, child (natural or adopted), brother, sister, or grandparent.
  - Imminent danger:* A condition which could cause serious or life-threatening injury or death at any time.
  - Inspector or Rental Housing Inspector:* The Rental Housing Inspector described in section 2.02 hereinafter.
  - Kitchen:* An area containing a sink connected to hot and cold running water, space and safe access to utility hookups for adequate refrigeration and cooking appliances, fixed counter space made of impermeable and cleanable surface suitable for food preparation, and adequate storage space for food and kitchen utensils.
  - Landlord:* The owner, lessor, or sublessor of real property containing one (1) or more rental units.
  - Mayor and Council:* The Mayor and City Council of the City of Frostburg, Maryland.
  - Major renovation:* Any structural change affecting the envelope of the building or resulting in a reconfiguration of interior space.
  - Natural person:* A human being.
  - Occupant:* A natural person who lives within a dwelling unit.
  - Owner:* Any person, alone or jointly or severally with others, who owns, holds, or controls the whole or any part of the fee simple or leasehold title to any rental unit, with or without accompanying actual possession thereof, and shall include, the holders of legal or equitable title. Persons having control include, but are not limited to, personal representatives of deceased title holders, guardians of the property and attorneys-in-fact of disabled title holders, and court-appointed receivers. Until legal title to a property subject to a land installment contract, rent to own or similar arrangement has been passed to the purchaser/tenant, the legal title holder shall be deemed to be the owner of that property.

*Owner's agent:* A natural person twenty-five (25) years of age or older whose residence or business office is located within a twenty-five-mile radius of the City, which area is graphically depicted in the Exhibit 1 attached hereto, and who is certified by the City through the process identified in section 2.04.b hereinafter. This ordinance does not empower an owner's agent to perform any acts which are not specifically set forth under the terms of this ordinance. Having an owner's agent shall not relieve an owner from the performance of owners' obligations under the terms of this ordinance.

*Previously existing nonconformity:* Occupancy levels or permissible numbers of rental units in a rental property which were lawful before the Zoning Ordinance or an amendment thereto was passed, but which would not be permitted thereafter.

*Primary residence:* A dwelling unit maintained and routinely occupied by at least one (1) individual owner for more than fifty percent (50%) of the year which can be proven to be the individual owner's legal residence through tax records or other official documents filed with the State or Federal government.

*Property Maintenance Code:* Any property maintenance code duly adopted by the Mayor and Council.

*Registration:* The annual licensing process by which a property owner submits a complete rental application and fee to the City. Registration may be completed electronically via a City-approved digital platform.

*Rental Housing Officer:* The Rental Housing Officer described in section 2.1 hereinafter.

*Rental unit:* Any dwelling unit not occupied solely by the owner or the owner with the owner's relatives by blood, adoption or marriage as a primary residence.

*Tax exempt owner:* An owner who is exempt from the payment of ad valorem real property tax to the City..

*Tenant:* A natural person who occupies a dwelling unit with the consent of the owner for monetary or non-monetary consideration; but not the owner's relatives by blood, adoption or marriage living with the owner; and not a lodger in an approved boarding unit as defined in Section 121 of the Zoning Ordinance. If the owner does not reside in a rental unit, his relatives residing therein shall be considered to be tenants for the purposes of this ordinance.

*Vacant unit:*

*Temporarily vacant unit:* A rental unit that is unoccupied for fewer than twelve (12) consecutive months and is actively maintained and registered.

*Permanently vacant unit:* A rental unit that is unoccupied for twelve (12) or more consecutive months and has not been registered with the City during this period.

*Zoning Ordinance:* This term means the current Zoning Ordinance of The City of Frostburg, Maryland.

## **Sec. 2. - General provisions.**

### **2.01 Rental Housing Officer.**

The Mayor and Council shall appoint or designate one (1) or more of its employees, including , but not limited to a Residential Housing Inspector, to serve as Rental Housing Officers responsible for the enforcement of this ordinance and related administrative duties. Alternatively, the Mayor and Council may retain the services of a third-party contractor for the performance of the duties of the Rental Housing Officer.

### **2.02 Rental Housing Inspector.**

The Mayor and Council shall appoint or designate one (1) or more of its employees to serve as as Rental Housing Inspector(s). Alternatively, the Mayor and Council may retain the services of a third-party contractor for the performance of the duties of the Rental Housing Inspector.

All rental inspections shall be performed by trained City personnel or independent contractors. The inspector(s) shall meet the following standards:

- a. *Certifications.* The Rental Housing Inspector shall maintain certification through the International Code Council (ICC) as a Property Maintenance and Housing Inspector. The City may recognize equivalent certifications as deemed appropriate by the Community Development Director.
- b. *Roles and Responsibilities. The Rental Housing Inspector shall:*
  - i. Conduct all inspections required under this ordinance, including, but not limited to, routine inspections, complaint-based inspections, re-inspections, and inspections of newly established rental units.
  - ii. Utilize City-provided software to document inspections, findings, notices, and compliance records.
  - iii. Coordinate inspection schedules with property owners and/or their designated Owner's Agents.
- c. *Code Enforcement Dual Role.* The director of the Department of Community Development may assign a Rental Housing Officer to perform rental inspections provided they are properly trained and certified in accordance with this section.

#### 2.03 Conflicts of interest.

Rental Housing Inspectors shall not inspect properties and Rental Housing Officers may not conduct code enforcement activities for properties in which they or their immediate family members have a financial interest, ownership stake, employment role, or any other affiliation. Inspectors must disclose any potential conflicts to the Community Development Director. This subsection applies exclusively to the conduct of rental inspections. It does not supersede or take the place of the City of Frostburg Ethics Law (Section 3.2 of the City Code), which City of Frostburg Ethics Law shall take precedence in the event of a conflict between its provisions and those of this ordinance. For the purpose of this provision, affiliation means:

- (i) Having a direct financial interest in the entity which owns or manages the property,
- (ii) Being an officer, director, trustee, partner, or employee of the entity which owns or manages the property, or
- (iii) The inspector's spouse, parent, child or sibling owns or manages the property or has an interest in it as described in (i) and (ii) above.

#### 2.04 Administration and Enforcement of this Ordinance.

- a. The Department of Community Development shall administer this ordinance. The Rental Housing Officer and supporting staff shall carry out all functions as assigned under this ordinance or directed by the Community Development Director or the City Administrator.
- b. The Rental Housing Officer shall oversee the annual registration process, inspection scheduling, compliance tracking, and the issuance of notices and citations.
- c. The Rental Housing Inspector shall be responsible for conducting inspections and maintaining all related inspection records using the City's designated software platform. Paper forms may not be used for official documentation except in emergency or field-restricted circumstances.
- d. All inspection records, registration data, and notices of violation shall be maintained digitally in the City's rental housing software system. The system shall support online license renewals, payment processing, automated reminders, and inspection workflows.
- e. The City shall establish an annual inspection fee schedule and include it in the adopted municipal budget. Owners shall remit all inspection fees directly to the City. A passed inspection report is not considered valid until the corresponding fee is paid.

- f. Any conditions observed during an inspection that appear to violate other municipal, County, State, or Federal laws shall be reported to the Rental Housing Officer, who will coordinate appropriate referrals or enforcement action. The Rental Housing Officer or Inspector shall provide the owner and the owner's agent written notice of the nature of each violation of this ordinance and the City Code, the action required to correct it and the time frame within which that action must be taken; except that notice of violations involving imminent danger may be made by any means calculated to provide actual notice to affected parties.
- g. In the event an imminent danger is found to exist, the Inspector shall immediately notify the Rental Housing Officer and the Community Development Director. Upon confirmation, the Rental Housing Officer may order temporary vacation of the unit pending corrective action and/or take such action as is permitted under the City Code or other applicable laws, rules and regulations.

#### 2.05 Owner's Agents.

- a. An owner's agent shall be retained by the owner of a rental unit in the following instances:
  - (a) The Owner is a natural person who does not reside within a twenty-five-mile radius of the City of Frostburg, as depicted in Exhibit A; or
  - (b) The rental unit is owned by more than two (2) natural persons or is owned by an entity other than a single natural person.
- b. Commencing on the effective date of this Ordinance, all owner's agents must be certified on an annual basis through the Community Development Department. The certification process will ensure that owner's agents are familiar with the City's Rental Housing Code and the Property Maintenance Code referenced herein.

#### 2.06 Owner and Tenant Responsibilities.

- a. The City will hold the owner of a rental unit generally responsible for meeting requirements of this ordinance both directly and through activities of any identified certified owner's agent provided by the owner when required herein, and will in this regard apply penalties and take enforcement measures against the owner as a remedy when deficiencies are noted by inspection or when rental units are not properly registered.
- b. Tenants must support owners' efforts to comply with this Ordinance as follows:
  - i. Every tenant shall keep in a clean and sanitary condition all habitable or accessible portions of the premises, both interior and exterior, that are made available for the tenant's use.
  - ii. Every tenant shall ensure that trash, garbage, and other refuse is stored and disposed of in a clean and sanitary manner in accordance with the City's refuse ordinance.
  - iii. No tenant shall, by negligence or abuse, create or contribute to the creation of any violation of this ordinance.
  - iv. No tenant shall create or permit to be created by guests or others any noise, smoke, vibration, fumes, vapor, glare, odor, or dust within that portion of the premises that is made available for the tenant's use as would interfere with the reasonable use and enjoyment of other rental units on the premises or of nearby properties.
  - v. No tenant shall store flammable or hazardous materials or devices in such quantities or in such a manner as to create a fire, health, or other hazards to the premises or to nearby properties or persons.
  - vi. Tenant vehicles are to be parked or driven on improved parking areas or driveways only. Off-street vehicle parking shall not be used in a manner that blocks public access to any sidewalk or roadway.

This subsection shall not be interpreted to limit an owner's responsibilities under the terms of this Ordinance.

#### 2.06 Zoning Ordinance.

- a. No rental unit shall be created or occupied except as permitted under the Zoning Ordinance.
- b. Rental units with previously existing non-conformities may continue to be occupied at the historically established unit density or occupancy subject to the terms of the Zoning Ordinance applicable to non-conformities and provided that the subject rental property complies with the terms of this ordinance, the Zoning Ordinance and other applicable laws, rules and regulations.
- c. No new rental units shall be established or added, nor shall the occupancy limit of any rental unit be increased, except in conformity with this ordinance, the Zoning Ordinance and other applicable laws, rules and regulations.
- d. Rental units that have been abandoned as defined herein, have lost rental status for any reason, have become unregistered for any reason, or have not been inspected as required in accordance with this ordinance, shall lose or forfeit any previously existing nonconformity and must meet current density and occupancy standards prior to future use and occupancy as rental units.

#### 2.07 Parking Requirements.

Parking shall be provided for all rental units in conformance with part 6 of the Zoning Ordinance. Newly created off-street parking shall conform to the requirements of part 6, including surface coverage, dimensions, driveways, drive aisles, and landscaping requirements.

### **Sec. 3. - Registration and inspection of rental units.**

#### 3.01 Occupancy.

- a. No dwelling unit may be rented or otherwise occupied by someone other than the owner and their immediate family or, if the unit is owned by a trust, the trust beneficiary and that individual's immediate family, unless the dwelling unit is occupied rent free and is registered and has passed inspection in accordance with this ordinance.
- b. Occupancy limits shall be determined by the Zoning Ordinance, subject to reasonable accommodation pursuant to the Fair Housing Amendments Act of 1988.

#### 3.02 Rental Registration.

- a. All rental units must be registered annually by February 1. The City shall maintain an online portal to accept registration forms, payments, and supporting documentation. Paper forms will be available upon request.
- b. The City will issue automatic renewal reminders to all registered owners via the online system at least thirty (30) days in advance of the renewal deadline.
- c. All delinquent fees, fines, or City charges must be paid before a rental unit may be registered or have its registration renewed.
- d. Any person becoming a new owner of an existing registered rental unit shall file a complete registration form within thirty (30) days of the property transfer. However, the new owner shall not have to pay the registration fee until the next annual registration if the previous owner had properly registered the property and paid the registration fee for the calendar year in which the transfer takes place.
- e. Any newly-established rental unit must be registered within thirty (30) days of construction, conversion from owner-occupied or nonresidential commercial status, conversion adding rental units, or other change in property status resulting in a new rental unit.

- f. The Department of Community Development shall create a registration form for use by owners seeking to register rental units. The registration form shall require an owner to provide the following information and documents:
  - i. The street address of the rental unit, including unit/apartment numbers recognized by the United States Postal Service, if applicable.
  - ii. The name, address, phone number and e-mail address of each owner. If the owner is a corporation or business entity, the names, phone numbers, and e-mail addresses of each corporate/business entity owner must be provided along with the administrative contact designated to be the responsible party for the corporation/business entity.
  - iii. If required, the name, address, phone number, e-mail address of the owner's agent and signed statement consenting to serve as the owner's agent for the particular rental unit.
  - v. Valid Maryland lead certification for each unit, dated and matched to each tenant turnover.
  - vi. Disclosure of whether the unit is occupied, temporarily vacant, or permanently vacant.
  - vii. The owners must sign the registration form under oath.
- g. The owner shall provide the office of the Rental Housing Officer with written or e-mail notification within ten (10) days of any change of the owner's agent. The information and documentation described in subsection (e)(iii) above shall be provided within that same time frame.
- h. Any owner designating an owner's agent in the registration process that is found by the Rental Housing Officer not to be reliably available or able to perform the customary duties as defined, or is found not to have a current owner's agent training certification issued by the City shall designate a different individual who is able to properly fulfill the requirements for a certified owner's agent within ten (10) days of being notified of the deficiency.
- i. The Frostburg Housing Authority, as defined by the "Cooperation Agreement" between the City of Frostburg and the Authority, is exempt from the annual registration and the periodic inspections set forth in this ordinance, provided the Authority maintains all required standards and inspections as set forth by the U.S. Department of Housing and Community Development. The City reserves the right to conduct inspections based on tenant complaints, in cooperation with the Authority.

### 3.03 Rental Inspections.

- a. The City shall inspect all rental units at least once every three (3) years. Units may also be inspected upon a tenant's complaint, upon the transfer of a property including a rental unit, or a change in occupancy.
- b. Upon presentation of proper credentials, the owner of a rental unit shall allow the Rental Housing Officer, Rental Housing Inspector or a duly authorized representative of the foregoing to enter the rental unit at a reasonable time and with reasonable notice to perform the duties prescribed to them under the terms of this ordinance. Reasonable notice shall be defined as a minimum of ten (10) calendar days' advance written notice.
- c. It shall be the responsibility of the owner or the owner's agent to notify all tenants of the time and date of inspection appointments.
- d. The owner or the owner's agent shall be present at the time of any and all inspections other than emergency inspections, failing which an officer or inspector shall not enter the residence and the inspection shall not occur.
- e. The City shall inspect rental units at least once every three (3) years. The City will issue notices to owners and/or owners' agents informing them that they must contact the Department of Community Development within thirty (30) days of the date of the notice to schedule an inspection. The inspection

must be scheduled to take place within ninety (90) days of the date of the notice, subject to no more than two (2) thirty (30)-day extensions of time for good cause shown. Requests for extensions of time must be submitted in writing before the current deadline for scheduling an inspection expires. In no event may an owner schedule an inspection for more than 150 days after the date of the aforesaid notice to the owner or the owner's agent,

- f. All corrective action identified during an inspection must be completed within thirty (30) calendar days of the date on which the inspector finds and documents, by copy of a signed and dated inspection report provided to the owner or owner's agent, any and all deficiencies found in the presence of the owner or owner's agent at the conclusion of the inspection, except that violations concerning the immediate health and safety of the occupants shall be repaired within three (3) working days of notice of said deficiency.
- g. Following completion of remedial work identified in an inspection report, the owner or owner's agent shall call the office of the inspector or submit an online request to schedule a re-inspection to be completed on or before the last day of the period set for corrective action. If the inspector is not notified for a re-inspection or an extension prior to the expiration of the compliance period, the standard re-inspection charge will apply.
- h. Up to two (2) extensions may be granted to the inspection deficiency compliance period not to exceed a total of ninety (90) days including the initial thirty (30) day period provided for in subsection (f) hereinbefore. If the owner is making a good faith effort to complete required repairs or improvements to the property but is unable to comply due to the magnitude of the work, delays due to non-receipt of materials or equipment, delays in a hired contractor's schedule for completing the work, or delays due to weather or other matters that the Rental Housing Officer or the inspector finds are beyond the owner's control. Extensions of time shall be limited to the amount of time reasonably required to address such matters.
- i. Unregistered rental units and rental units that have had their registrations revoked shall be posted with a placard indicating that the unit is presently ineligible for rental registration and occupancy by tenants until the unit has been brought into compliance with the terms of this ordinance.
- j. Any person who defaces or removes a placard posted pursuant to this subsection without the approval of the Rental Housing Officer shall be guilty of a municipal infraction and shall be subject to penalties provided in this Code
- k. shall made in writing and submitted to the Department of Community Development.
- l. Complaints or inquiries alleging violations of minimum property standards must be filed in writing or by e-mail and addressed or delivered to the Department of Community Development, in which case an inspection will be undertaken using the standard process for routine inspections, beginning with notice to the owner or owner's agent. The Rental Housing Officer or inspector shall provide a copy of the results of any inspection to the person filing the complaint upon the complainant's request. However, when a complaint is made by a tenant concerning a health or safety deficiency within that tenant's rental unit or when a written or e-mail report of conditions potentially threatening the health and safety of the community is made from any source and in any manner, the Rental Housing Officer or inspector shall promptly investigate said complaint or report to determine if conditions constituting an imminent danger exist. The office of the Rental Housing Officer will advise the owner or owner's agent about said complaint or report and any findings no later than the next calendar day following the Rental Housing Officer's or inspector's visit, or immediately upon a finding of imminent danger. Interior unit inspections where health or safety deficiencies are alleged will be made only in the presence of and with the express permission of the complaining tenant, except that if the Rental Housing Officer or inspector finds conditions that may endanger the public or represent imminent danger the Rental Housing Officer or inspector shall take all measures necessary to protect the public safety.

#### 3.04 Fees for Registration and Inspection.

Registration and inspection fees shall be established by the City and shall be assessed to and paid by the owner of each rental unit in accordance with the "Schedule of Municipal Fees" as incorporated in the budget adopted annually by the Mayor and Council.

## **Sec. 4. – Property standards.**

### **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 which 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)
- 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 following Fire and Safety measures are required in addition to the Fire Safety Requirements of the International Property Maintenance Code:

#### **a. *Smoke Detectors.***

1. All rental units shall have at least one (1) Underwriters Laboratories-approved AC-powered smoke detector with a battery backup installed on each floor of a dwelling including basement levels.
  - (a) Smoke detectors are to be installed within six (6) inches of the ceiling if mounted on the wall.
  - (b) Required smoke detectors shall be located outside of a bedroom in a central location or common area to protect the primary means of egress from a rental unit.
  - (c) Areas within a rental unit consisting of a space substantially separated from an area containing an existing approved smoke detector or otherwise isolated from an area protected by an approved smoke detector as determine by the Inspector shall be required to have additional smoke detectors installed in excess of one (1) smoke detector per floor.
2. All smoke detectors within a rental unit must be interconnected so that all detectors within the unit sound if anyone is activated.
3. Adjoining rental units in a rental property not furnished with approved fire and smoke separation assemblies shall be required to interconnect smoke detectors between units.



4. All newly-created rental units; all substantially remodeled, enlarged, expanded, or upgraded rental units; or all rewired rental units shall meet all applicable code requirements, including creating interconnected smoke detectors.
5. Any inoperable smoke detectors shall be repaired or replaced within three (3) days of notice of defect.
6. In rental units containing attached garages or units with fuel-fired appliances or heating source, a carbon monoxide detector with 120v power and battery backup shall be installed in the vicinity of the subject equipment or entry door to a habitable area and interconnected with an approved smoke detector system.

b. *Fire Extinguishers.*

1. Every rental unit shall contain not less than one (1) fire extinguisher, two and one-half-pound charge, approved by Underwriters Laboratories for combating Class A, B, and C fires.
- 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.

#### 4.03 Emergency Escape and Rescue Openings.

The following emergency escape and rescue opening standards are required in addition to the Fire Safety Requirements of the International Property Maintenance Code:

- a. Rental units that undergo major renovation shall be subject to current emergency escape and rescue opening provisions (window sizes and standards for sleeping rooms) found in the City's adopted building codes pursuant to the Maryland Building Performance Standards.
- b. Emergency escape openings shall conform to the rental housing code in place at the time of construction. If no rental housing code was in place requiring an emergency escape and rescue opening at the time of construction, the following shall apply to all sleeping rooms:
  - i. Any sleeping room shall have an emergency escape and rescue opening.
  - ii. An emergency escape and rescue opening that does not meet the standards set forth in the Maryland Building Performance Standards may continue to exist except where the condition creates an inimical hazard to public welfare. The emergency escape and rescue opening shall be sufficient in size to allow an adult to exit the room in case of a fire. In the instance where the Inspector must determine the adequacy of the emergency escape and rescue opening, the following procedure shall be followed:
    - (a) The Inspector, the Owner or Owner's Agent, and a third party, age eighteen (18) or older, must each test opening the window and exiting through the clear open space. To demonstrate that the clear opening is sufficient in size, each individual test must be witnessed by the other two (2) parties. The test shall not require the participants to jump or fall; the purpose is to verify that there is a sufficient clear opening to exit the room in the event of an emergency.
  - iii. The bottom of the opening shall be not more than forty-four (44) inches above the sleeping room's floor. In an instance where the bottom of the opening exceeds forty-four (44) inches from the floor, provisions shall be made to permanently affix a ladder or construct a step to achieve the forty-four-inch requirement
- c. Replacement windows not associated with a major renovation should have a clear opening equal to or greater than the clear opening of the window to be replaced.

#### 4.04 New Construction.

All newly constructed rental housing, or all new construction or structural changes required or proposed with respect to existing rental housing, must comply with standards found in the City's adopted building codes pursuant to the Maryland Building Performance Standards. .

**Sec. 5. - Violations and penalties.**

- 5.01. Municipal infraction. Any person who violates the provisions of this ordinance shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code.
- 5.02. Revocation of registration. Rental units that are not made available for inspection or that are otherwise in violation of this ordinance or other City ordinances shall be ineligible for registration and shall have their existing registration revoked.

Exhibit 1 - Frostburg's 25-Mile Radius Map



# City of Frostburg

**Todd J. Logsdon**  
Mayor

Commissioners

**Donald L. Carter, Jr.**  
Commissioner of  
Finance

**Kevin G. Grove**  
Commissioner of  
Public Safety

**Nina Forsythe**  
Commissioner of  
Water, Parks and  
Recreation

**Adam Ritchey**  
Commissioner of  
Public Works

**Hayden Lindsey  
& Lydia Claar**  
Acting City  
Administrators

Maryland Department of Planning  
Planning Best Practices  
Attn: David Dahlstrom, AICP

Re: Annual Report Calendar Year 2024

Dear Mr. Dahlstrom:

The Frostburg Planning Commission approved the following annual report for the reporting year 2024 as required under §1-207(b) and §1-208(c)(1)(i) and (c)(3)(ii) of the Land Use Article on 4/9/2025. In addition, this report has been filed with the local legislative body.

1. Number of new Residential Permits Issued inside and outside of the Priority Funding Area (PFA):

**Table 1: New Residential Permits Issued  
Inside and Outside the Priority Funding Area (PFA)**

Residential – Calendar Year 2024	PFA	Non - PFA	Total
# New Residential Permits Issued	8	0	8

2. Is your jurisdiction scheduled to complete and submit to Planning a 5-Year Mid-Cycle comprehensive plan implementation review report this year? If yes, please submit the 5-Year Report as an attachment.

Y ☐ N ☒

*Note: To find out if your jurisdiction is scheduled to submit this report, please consult the Transition Schedule section located at: <https://planning.maryland.gov/pages/OurWork/compPlans/ten-year.aspx>*

3. Were there any growth-related changes, including land use changes, zoning ordinance changes, rezonings, new schools, changes in water or sewer service, or municipal annexations that changed municipal and unincorporated boundaries? **Yes; temporary water service extension to Lonaconing due to their water treatment plant being off-line.**
4. If yes, please list the annexation resolution(s), describe or attach a map of the changes, and provide a description of consistency of internal, state or adjoining local jurisdiction plans. Have you submitted copies of each adopted resolution been to: Georgeanne Carter, Legislative Counsel Municipal Resolution Reposition Department of Legislative Services, 90 State Circle, Annapolis MD, 21401-1991?

Y ☐ N ☒

5. Did your municipality identify and/or implement recommendations, related to the following general planning topics, to improve the local planning and/or development process? Please select all that apply.

Y ☒ N ☐

<input type="checkbox"/> Green Infrastructure	<input checked="" type="checkbox"/> Revitalization and Infill
<input type="checkbox"/> Zoning Reform	<input checked="" type="checkbox"/> Bike/Ped Planning
<input type="checkbox"/> Climate Change	<input checked="" type="checkbox"/> Commercial Redevelopment
<input type="checkbox"/> Affordable/Workforce Housing	<input type="checkbox"/> Sustainable Growth
<input type="checkbox"/> Equity	<input type="checkbox"/> Placemaking
<input type="checkbox"/> Resilience	<input type="checkbox"/> Aging Population
<input type="checkbox"/> Water/Air Quality	<input type="checkbox"/> Sensitive Area Preservation
<input checked="" type="checkbox"/> Water/Sewer Capacity	<input type="checkbox"/> Expedited Review for Preferred Projects
<input type="checkbox"/> Brownfield Remediation	

Please describe any other planning improvements identified or implemented in 2024.  
N/A

6. Are there any issues that MDP can assist you with in 2025? If yes, please describe. Y ☒ N ☐  
**Comprehensive Planning and guidance related to MD House Bill 805**

7. Have all Planning (Commission/Board) and Board of Appeals members completed the [Maryland Planning Commissioners Association \(MPCA\)](#) training course? Y ☒ N ☐

Sincerely,



Bethany Fife  
Director of Community Development



# City of Frostburg

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*Commissioner of  
Public Works*

**Hayden Lindsey  
& Lydia Claar**  
*Acting City  
Administrators*

## Memorandum

To: Mayor, City Council, Hayden Lindsey, Acting City Administrator,  
and Lydia Claar, Acting Deputy City Administrator  
From: Jamie Klink, Planner JK  
Date: April 28, 2025  
Re: Board Appointment for the Frostburg Historic District  
Commission

Historic District Commissioner Maureen Brewer's term expires May 19, 2025 and has indicated that she is willing to serve another three year term. Mrs. Brewer has represented the City of Frostburg with distinction and expertise as a Historic District Commissioner, and her service to our community has been invaluable to the preservation of our precious resources in Frostburg's Historic District.

Staff recommends that Maureen Brewer be reappointed to a new three year term. Staff feels that she brings a demonstrated interest and a strong background to the historic preservation of our City, and her academic and professional training lends a specific expertise to the Commission.

Please provide staff with recommendations for the Historic District Commission vacancy, request staff to solicit letters of interest, or reappoint the current member listed above during your May 2025 Mayor and Council meeting.

The Mayor and Council have the authority to appoint individuals of their choice to the Board.

If you have any questions or concerns please contact me at your convenience.



126 East Main St  
Frostburg MD 21532

May 3, 2025

City of Frostburg  
34 S. Broadway  
Frostburg, MD 21532

Dear Honorable Mayor and Commissioners,

The 49<sup>th</sup> Annual Frostburg Elks Derby Day will be held Friday, July 4th starting at 9 a.m. with a rain date scheduled for Saturday, July 5th.

At this time, the Derby Day Committee would like to request an open container permit for the event.

Thank you for your time and consideration of our request.

Sincerely,

Frostburg Elks  
Sharon Kyle, Derby Day Committee  
240-362-8029