



# THE CITY OF FROSTBURG

## Mayor and Council Work Session Agenda

Tuesday, June 10, 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. Renewal of Main Street Maryland Program Agreement for Designated Communities. Deirdre Robertson, FrostburgFirst.

**4. Council Meeting Topics**

- A. FY 25 Budget Amendments. Elaine Jones, CPA, Director of Finance.
- B. Update to the Designation of Retirement Coordinators. Elaine Jones, CPA, Director of Finance.
- C. Update to the Individuals Authorized on Certain City Accounts. Elaine Jones, CPA, Director of Finance.
- D. Public Hearing on Ordinances 2025-04 and 2025-05. Bethany Fife, Director of Community Development.  
  
**Ordinance 2025-04** - An Ordinance to Amend Section 7-4(f) of the City Code to Clarify the Final Decision-Making Authority of the Mayor and City Council Regarding Commercial Rehabilitation Tax Credit Applications.  
  
**Ordinance 2025-05** - An Ordinance to Repeal and Re-Enact the Rental Housing Ordinance, Appendix D of the City Code, to Establish the Positions of Rental Housing Officer and Inspector, Revise Application and Inspection Procedures, and Strengthen Enforcement Provisions.
- E. Request to Repeal Open Container Law for Lemonade Stroll Event. Lydia Claar, Acting Deputy City Administrator.

**5. Other Discussion Items**

- A. MOU for Stabilization Grant. Bethany Fife, Director of Community Development.
- B. Piney Dam VFD. Hayden Lindsey, Acting City Administrator.
- C. Employee Health Insurance Opt Out Payment. Hayden Lindsey, Acting City Administrator.
- D. Proposed Changes to Agreement with 84–88 East Main Street Property Owners. Hayden Lindsey, Acting City Administrator.

**6. Adjournment**



## Maryland Department of Housing and Community Development Main Street Maryland Program Agreement for Designated Communities

This Agreement is entered into among and executed by the MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“DHCD”), CITY OF FROSTBURG (the “Local Government”), and HISTORIC FROSTBURG, A MAIN STREET MARYLAND COMMUNITY, INC. (in partnership with the Local Government, the “MSM Community”).

This Agreement is for the purpose of implementing the Main Street Approach™ in the designated program (the “Program”) area in FROSTBURG, Maryland. For this purpose, the parties below mutually agree to use their best efforts regarding the following:

### I. RESPONSIBILITIES OF THE LOCAL GOVERNMENT

- **Commit:** The Local Government is responsible for maintaining the Main Street designation in accordance with the responsibilities of this agreement.
- **Identify a Partner, if Desired:** The Local Government may choose to identify a nonprofit partner to administer the local Main Street Maryland program (the “Local Program”). An executed agreement documenting the partnership must be provided to DHCD.
- **Provide Ongoing Support:** In addition to providing operating funding to support the Local Program, the Local Government will endeavor to demonstrate leadership and support through committee participation, in-kind donations, and policy support for the Local Program. The Local Government should also provide infrastructure improvements and business incentives that enhance the designated Program area.
- **Sign an Agreement:** Local commitment and support are critical to Program success. The Local Government and DHCD must sign an agreement that clearly specifies the responsibilities of each party.
- **Report Challenges:** If the MSM Community experiences challenges meeting participation requirements in one or more areas, the Local Government should contact DHCD in a timely manner to discuss challenges and develop strategies and a timeline to address these challenges.

### II. RESPONSIBILITIES OF THE MSM COMMUNITY

- **Use The Main Street Approach™, Including Maryland’s “Fifth Point”:** The MSM Community must use the national Main Street Approach™. This approach is a revitalization strategy that uses a four-point framework: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. It is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that



impact the quality of life in a community, and a strategic focus on core principles of downtown and neighborhood revitalization that are rooted in historic preservation. Likewise, the MSM Community must use Maryland's "Fifth Point": Clean, Safe and Green.

- **Work in a Traditional Main Street District:** The Main Street Approach™ is part of a transformation strategy to be implemented within certain geographic boundaries as approved by DHCD. A business district must be a physical setting conducive to applying the Main Street Approach™, including a pedestrian scale and orientation; a critical mass of buildings with first floor businesses or a critical mass of buildings zoned for first floor commercial; and a substantial number of structures eligible for rehabilitation incentives. Districts also must demonstrate a historic preservation ethic that protects the local community identity.
- **Have a Board of Directors:** The MSM Community must have a Board of Directors (the "Board"). The Board must be composed of a representative base of the district stakeholders and community members, dedicated to leading the Local Program. The historic downtown constituency is unique and has not been adequately served by traditional economic and business development groups, a separate, independent Board with a mission to act as the advocate for historic downtown is essential to stem economic decline and foster progress.
- **Have Sustainable Program Funding:** The financial stability of the MSM Community is crucial to achieving the Program's mission. In addition to paying salaries, the MSM Community's operating budget must demonstrate diverse funding sources that cover all program and administrative expenses, including activities outlined in the comprehensive work plan, overhead and program administration, travel and professional development.. Budgets will vary by community and example budgets are available from DHCD. DHCD strongly encourages the MSM Community to implement the following funding model: one-third from the Local Government, one-third from grants and foundations, and one-third from corporate and individual donors.
- **Employ A Program Director:** Paid professional staff to manage the downtown and the revitalization work is critical and required to meet accreditation with Main Street America. At a minimum, DHCD requires a part-time manager (the "MSM Manager") at 25+ hours a week for cities under 5,000 in population and a full-time manager at 35+ hours a week for cities over 5,000 in population. However, DHCD strongly encourages a full-time manager, no matter the population size, to be most effective. Salaries should be commensurate with public-oriented professionals in the area. If this position becomes vacant, DHCD shall be involved in the process for selection of a new MSM Manager.
- **Have Organizational Systems and Structures:** Administrative systems and tools help effectively manage Local Program activities throughout the MSM Community while benchmarking progress. Each year DHCD requires that the MSM Community submit to DHCD a work plan that is aligned with the MSM Community's transformation strategy and outlines programming across the Main Street Approach™ and Maryland's "Fifth Point". Work plans (template provided by Main Street America) will include one or more

projects or events, expected (measurable) outcomes, specific tasks needed to accomplish the project or event, assignments of those tasks showing volunteer and staff responsibilities, timelines, and budgets. The MSM Community should operate in compliance with its bylaws, operating agreement, and other organizational documents as applicable. In executing this Agreement, the MSM Community confirms that its organizational documents do not conflict with the requirements identified herein.

- **Program Logo:** DHCD’s Program logo must appear on the MSM Community’s website/webpage. The MSM Community may use DHCD’s Program logo on social media, email, and marketing materials when appropriate. Electronic artwork and style guides are provided.
- **Maintain Accreditation Standards:** The MSM Community must be recognized as a Main Street America™ nationally accredited program at least once every two years to demonstrate the performance standards of the Local Program. Main Street America’s annual national assessment is used to make the accredited determination. Failure to remain in compliance with this standard may result in the community moving to the Aspiring tier level, which requires the completion of a two-year curriculum in order to return to Designated.
- **Maintain Membership with the National Main Street Center:** The MSM Community must maintain compliance with Main Street America™ through the National Main Street Center, Inc. (“National Main Street”). The MSM Community must sign the National Main Street Trademark Sublicense Agreement (“Sublicense Agreement”) and must be and remain in good standing as a member at the accredited and/or affiliated membership level. National Main Street will send logos and website language following receipt of the signed Sublicense Agreement.
- **Professional Development and Training:** The MSM Managers are required to attend certain DHCD meetings, including but not limited to regional site visits, training sessions, Power Hours, the annual Main Street Maryland Conference, and the National Main Street Now Conference. Though MSM Managers are required to attend the Main Street Now conference at least every other year, DHCD recommends annual attendance as it is the best opportunity to receive professional development and training in the field.
- **Submit Information to DHCD:** The MSM Community must submit the following to DHCD:
  - Ongoing, as changes occur:
    - Contact information for any MSM Community staff
  - Annually:
    - Most recent end-of-year financial statement with detailed income sources. Audited financial statements are required for organizations with \$750,000 or more in charitable contribution in one fiscal year. Reviewed financial statements are required for organizations with charitable contributions between \$300,000 and \$749,999 per fiscal year. Organizations with charitable contributions less than \$300,000 per fiscal year are typically exempt from review requirements.

- A current list of the members of the Board, identifying any affiliations each Board member has with the district, including but not limited to any potential conflicts of interest;
  - Adopted conflict of interest policy for the organization;
  - Annual comprehensive work plan for the upcoming year with measurements of success and defined transformation or economic strategy(s);
  - Annual impact data including job creation, private and public investment, business opened/closed, and more.
  - Local design guidelines (if applicable);
  - All local grant applications, as applicable, such as Façade Improvement, Small Business Support, etc; and
  - If the MSM Community is a nonprofit organization, most recent IRS Form 990, Bylaws/Operating Agreement, and Articles of Incorporation/Organization, proof of good standing and current charitable registration status in the State of Maryland.
- **Report Challenges:** If the MSM Community is experiencing challenges meeting the requirements in one or more areas, the MSM Community should contact DHCD as soon as possible to discuss the situation, arrange assistance, and develop a schedule to address the challenges in a timely manner.

### III. RESPONSIBILITIES OF DHCD

DHCD will provide the services listed below to the MSM Community using a performance-based approach that will require discussions between the MSM Community and DHCD to set appropriate targets and outcomes. DHCD is committed to maintaining long-term relationships with the MSM Community.

- **Specialist Services and Technical Assistance:**
- Design Assistance: As resources allow, DHCD will provide architectural and/or design services to support requests for façade designs, consultations, and training.
  - Specialist On-site Visits: DHCD staff is available on request. Specialists are available based on need and as resources allow.
  - Program Assessment: DHCD will perform a constructive assessment annually to determine Main Street America accreditation according to the performance standards that provide national recognition.
- **Program Support and Professional Development:**
- Program Trainings and Workshops: A variety of training and peer gatherings are offered for Local Program professionals and Local Government officials. These events are provided by DHCD and outside specialists to include virtual, in-person, and field training sessions as well as presentations on downtown revitalization topics. Certain

training/workshops are required for MSM Managers; and DHCD will endeavor to hold such events at least quarterly.

- Board Training: Board members are required to attend training offered by DHCD during the first year of their first term of service.
- Organizational Assistance: DHCD can assist with organizational issues, including the role and responsibilities of staff and the Board. Assistance includes annual work plan development, fund development, volunteer management plans, and non-profit organizational management. Additional topics available. Assistance may be provided on-site or virtually.
- Main Street Improvement Grants and other DHCD Grants: The MSM Community receives funding by applying to the Main Street Improvement Grant program as well as priority consideration for funding from other DHCD programs and other State agencies.
- Resource & Information Sharing: Timely electronic communications from the National Main Street Center to assist local programs with accessing programs, services, and information from the global network. Networking with other communities, whether in person or virtually, is strongly encouraged. DHCD maintains a contact list for local program use.

■ **Provide Marketing:**

- Public Relations: Press coverage and exposure are provided through media releases and marketing materials and maintenance of the Program website.
- Use of DHCD's Program Logo: Electronic artwork and style guide are provided.

- **Sign an Agreement:** Local commitment and support are critical to Program success. The Local Government; the MSM Community, if separate from the Local Government; the downtown organization (if applicable); and DHCD must sign an agreement that clearly specifies the responsibilities of each party.

#### IV. MISCELLANEOUS & SIGNATURES

- The term of this Agreement shall begin July 1, 2025 and will expire on June 30, 2026.
- This Agreement may be revised only by a written agreement signed by all parties.
- This Agreement may be terminated by any party by giving written notice to all other parties at least thirty (30) days before the effective date of termination. Reasons for termination may include, but are not limited to, non-compliance with this Agreement or non-appropriation of funding. Upon termination, Main Street™ status and permission to use the Main Street™ trademarked name will be revoked.
- This Agreement supersedes any and all other agreements, either oral or written, between the parties below regarding the subject matter herein.
- This Agreement may be signed in counterparts, all of which collectively shall be deemed one agreement.
- The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed

versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Board of Directors or Advisory President/Chair/Executive Lead: The Main Street Community)

PRINTED FIRST AND LAST NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Local Government – Mayor or if not a municipality, County Executive)

PRINTED FIRST AND LAST NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(MD Department of Housing and Community Development)

PRINTED FIRST AND LAST NAME: Carol Gilbert POSITION: Assistant Secretary

**CITY OF FROSTBURG**  
**BUDGET ORDINANCE FOR THE YEAR ENDING JUNE 30, 2025**  
**CONDENSED SUMMARY BY FUND AND DEPARTMENT**

	ORIGINAL BUDGET			WITH JANUARY AMENDMENTS			WITH JUNE AMENDMENTS		
	Revenue	Expense	Net Income (Loss)	Revenue	Expense	Net Income (Loss)	Revenue	Expense	Net Income (Loss)
Corporate Fund									
Executive		\$ 565,575			\$ 591,425			\$ 601,675	
Administration		3,211,475			1,521,940			1,735,320	
Finance		232,150			233,550			222,050	
Community Development		407,425			407,825			414,825	
Code Enforcement		175,925			159,925			154,225	
Public Works Administration		145,975			148,825			148,825	
Public Safety		2,362,470			2,287,070			2,297,070	
Street		1,867,625			1,881,925			2,111,625	
Recreation		890,125			1,195,510			1,195,510	
Total Corporate Fund	\$ 9,858,745	\$ 9,858,745	\$ -	\$ 8,427,995	\$ 8,427,995	\$ -	\$ 8,881,125	\$ 8,881,125	\$ -
Water									
Administration		\$ 200,325			\$ 201,225			\$ 202,225	
Filtration		818,800			824,800			799,800	
Supply		101,900			102,400			67,400	
Distribution		765,975			785,575			790,325	
Total Water Fund	\$ 1,887,000	\$ 1,887,000	\$ -	\$ 1,914,000	\$ 1,914,000	\$ -	\$ 1,914,000	\$ 1,859,750	\$ 54,250
Sewer									
Administration		\$ 103,975			\$ 104,775			\$ 105,775	
Operating		1,780,600			1,783,350			1,782,350	
Sewer subtotal	1,876,225	1,884,575	(8,350)	2,096,625	1,888,125	208,500	2,096,625	1,888,125	208,500
CSO subtotal	4,293,500	4,285,150	8,350	1,580,500	1,789,000	(208,500)	1,580,500	1,789,000	(208,500)
Total Sewer Fund	\$ 6,169,725	\$ 6,169,725	\$ -	\$ 3,677,125	\$ 3,677,125	\$ -	\$ 3,677,125	\$ 3,677,125	\$ -
Total Piney Surcharge	\$ 757,000	\$ 553,000	\$ 204,000	\$ 689,000	\$ 553,000	\$ 136,000	\$ 812,500	\$ 628,000	\$ 184,500
Garbage									
Administration		\$ 103,475			\$ 104,275			\$ 104,275	
Operating		360,625			361,525			364,925	
Total Garbage Fund	\$ 477,800	\$ 464,100	\$ 13,700	\$ 478,750	\$ 465,800	\$ 12,950	\$ 482,150	\$ 469,200	\$ 12,950
City Total	\$ 19,150,270	\$ 18,932,570	\$ 217,700	\$ 15,186,870	\$ 15,037,920	\$ 148,950	\$ 15,766,900	\$ 15,515,200	\$ 251,700



CITY OF FROSTBURG  
OPERATING BUDGET FYE 06/30/25  
PROPOSED AMENDMENTS - JUNE 2025

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
01-000-4000	Taxes - Real Estate	\$ 2,908,000	\$ -	\$ 2,908,000	
01-000-4001	Personal Property Taxes	7,000	-	7,000	
01-000-4002	Public Utility Taxes	220,000	-	220,000	
01-000-4003	Corporation Taxes	95,000	-	95,000	
01-000-4004	Prior Year Taxes	1,000	-	1,000	
01-000-4005	Trailer Tax	1,600	-	1,600	
01-000-4010	Interest on Taxes	50,000	-	50,000	
01-000-4011	Tax Credits	(32,400)	(3,000)	(35,400)	EZ list per SDAT; 2 years paid for BSI
01-000-4012	Tax Abatements	(3,000)	-	(3,000)	
01-000-4013	Enterprise Zone Reimbursement	16,200	700	16,900	
01-000-4020	Maryland Income Tax	640,000	85,000	725,000	Based on YTD rev and prior year June pymt
01-000-4021	Admission Taxes	24,000	(10,000)	14,000	Based on YTD revenue trending down
01-000-4022	Hotel Motel Tax	155,000	-	155,000	
01-000-4023	Highway Use Tax	510,000	(35,000)	475,000	Based on YTD rev and SHA letter of 12/17/24
01-000-4024	Coal Tax	2,600	-	2,600	
01-000-4025	Housing Authority	14,000	-	14,000	
01-000-4027	Payment in Lieu of Taxes	3,900	-	3,900	
01-000-4031	Liquor Licenses	10,000	-	10,000	
01-000-4032	Traders Licenses	10,000	-	10,000	
01-000-4040	Police Grants	40,000	-	40,000	
01-000-4041	Parking Revenue	1,000	450	1,450	Two years billing for STC parking
01-000-4043	Police Protection Grant	135,000	(14,000)	121,000	Based on YTD revenue
01-000-4045	Fines & Forfeitures	15,000	(8,500)	6,500	Lower YTD revenue; consistent with PY
01-000-4047	Frostburg State University MOU	10,000	-	10,000	
01-000-4049	School Resource Reimbursement	30,000	-	30,000	
01-000-4050	Permits, Planning	2,000	500	2,500	Based on YTD revenue
01-000-4051	Building Permits	1,500	3,000	4,500	Based on YTD revenue
01-000-4052	Rental Registration	74,000	4,000	78,000	Based on YTD revenue; compliance efforts
01-000-4054	Construction Inspections	17,750	2,250	20,000	Based on YTD revenue
01-000-4055	Code Enforcement Citations	750	800	1,550	Based on YTD revenue
01-000-4056	Comm Dev Grant Revenue	50,000	12,000	62,000	Alleg Cty \$25k, Arboretum \$10k, CL \$26k
01-000-4060	Swimming Pool	60,000	-	60,000	
01-000-4062	Day Camp Registrations	18,000	-	18,000	
01-000-4063	Recreation Activities	22,000	-	22,000	
01-000-4200	Operating Transfer - Water Fund	95,600	-	95,600	
01-000-4201	Operating Transfer - Sewer Fund	241,750	-	241,750	
01-000-4202	Operating Transfer - Garbage Fund	18,175	-	18,175	
01-000-4250	NSF Fees	-	1,800	1,800	Based on YTD revenue
01-000-4301	Rents	111,000	-	111,000	
01-000-4302	HRD Appropriation	10,700	-	10,700	
01-000-4303	Franchises	72,000	-	72,000	
01-000-4304	Miscellaneous Revenue	4,000	-	4,000	
01-000-4306	Project Reimbursement	88,000	477,000	565,000	CCC, BOM bldg, pantry, POS
01-000-4315	Proceeds from Fund Balance	173,870	(173,870)	-	
01-000-4317	Special Revenue	2,103,000	-	2,103,000	
01-000-4600	Interest Income	400,000	110,000	510,000	Estimated money market allocated interest
	<b>Total Corporate Fund Revenue</b>	<b>\$ 8,427,995</b>	<b>\$ 453,130</b>	<b>\$ 8,881,125</b>	
	<b>Corporate Fund Expenses</b>				
	<b>Executive</b>				
01-100-5000	Salaries	\$ 22,200	\$ -	\$ 22,200	
01-100-5010	Social Security	1,700	-	1,700	
01-100-5012	Workers Comp	175	-	175	
01-100-5050	Legislative Contingencies	6,000	-	6,000	
01-100-5104	Insurance - Public Officials	8,100	-	8,100	
01-100-5110	Contributions	524,750	-	524,750	

CITY OF FROSTBURG  
OPERATING BUDGET FYE 06/30/25  
PROPOSED AMENDMENTS - JUNE 2025

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
01-100-5150	Training	2,800	750	3,550	MML conference fees
01-100-5160	Travel	5,700	-	5,700	
01-100-5185	Professional Fees	20,000	9,500	29,500	Increase for full year lobbyist
	Total Executive	\$ 591,425	\$ 10,250	\$ 601,675	
	<b>Administrative</b>				
01-110-5000	Salaries	\$ 176,000	\$ -	\$ 176,000	
01-110-5001	Salaries - Bonus	15,115		15,115	
01-110-5010	Social Security	13,300	-	13,300	
01-110-5011	Pension	17,800	-	17,800	
01-110-5012	Workers Comp	600	-	600	
01-110-5013	Insurance - Health	46,500	(18,000)	28,500	Change in health enrollments
01-110-5014	Insurance - Health Retiree	43,500	(17,000)	26,500	Underutilization of health insurance
01-110-5015	Contribution - 457	2,000	-	2,000	
01-110-5030	Employee Wellness	7,500	-	7,500	
01-110-5050	Reserve For Contingencies	16,000	-	16,000	
01-110-5100	Insurance - Auto	700	(700)	-	Jeep transferred to CD dept
01-110-5102	Insurance - Gen Liab	175	-	175	
01-110-5105	Insurance - Property	11,700	-	11,700	
01-110-5106	Insurance - AD&D and Life	4,500	-	4,500	
01-110-5111	Contributions - Tourism	130,900	(14,000)	116,900	Habitat ReStore removed, Palace roof in PY
01-110-5150	Training	1,200	-	1,200	
01-110-5160	Travel	1,800	700	2,500	PACE, ICMA conference
01-110-5185	Professional Fees	1,100	-	1,100	
01-110-5191	Communications	8,000	6,000	14,000	Increase for Comcast fiber account
01-110-5200	Advertising	6,400	(1,400)	5,000	Based on YTD expense, more online ads
01-110-5205	Legal	42,500	-	42,500	
01-110-5207	Pension Administrative Fee	7,350	-	7,350	
01-110-5210	Office Supplies	11,000	3,000	14,000	<i>Note: lease payments will be reclassified</i>
01-110-5220	Postage	23,000	-	23,000	
01-110-5230	Computer Exp	9,000	2,000	11,000	Need to replace Finance computer
01-110-5232	IT Licensing and Fees	33,000	-	33,000	
01-110-5235	Digital Engagement	29,000	-	29,000	
01-110-5391	Princlpal and Interest on Debt Service	154,500	-	154,500	
01-110-5500	Building - Armory	12,000	15,000	27,000	Estimated cost of new alarm system
01-110-5502	Building Maintenance	22,800	15,000	37,800	HVAC 37 Broadway, tv, elevators
01-110-5550	Utilities - Building	16,000	1,500	17,500	Rate increases
01-110-5700	Bank Fees	1,000	(720)	280	Based on YTD expense
01-110-5807	Capital Outlay	656,000	222,000	878,000	BOM bldg, CCC, parking lot, roundabout)
	Total Administrative	\$ 1,521,940	\$ 213,380	\$ 1,735,320	
	<b>Finance</b>				
01-120-5000	Salaries	\$ 88,000	\$ -	\$ 88,000	
01-120-5010	Social Security	6,700	-	6,700	
01-120-5011	Pension	8,900	-	8,900	
01-120-5012	Workers Comp	250	-	250	
01-120-5013	Insurance - Health	32,500	(12,000)	20,500	Underutilization of insurance
01-120-5015	Contribution - 457	625	-	625	
01-120-5102	Insurance - Gen Liab	175	-	175	
01-120-5105	Insurance - Property	3,500	-	3,500	
01-120-5150	Training	1,000	-	1,000	
01-120-5185	Professional Fees	1,000	-	1,000	
01-120-5310	Auditing	75,000	-	75,000	
01-120-5311	Actuarial Study	5,000	-	5,000	
01-120-5313	Tax Collection	1,300	500	1,800	Increased volume of online echecks
01-120-5810	RETSA Obligation	9,600	-	9,600	
	Total Finance	\$ 233,550	\$ (11,500)	\$ 222,050	

CITY OF FROSTBURG  
OPERATING BUDGET FYE 06/30/25  
PROPOSED AMENDMENTS - JUNE 2025

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
	<b>Community Development</b>				
01-130-5000	Salaries	\$ 125,000	\$ -	\$ 125,000	
01-130-5010	Social Security	9,500	-	9,500	
01-130-5011	Pension	12,650	-	12,650	
01-130-5012	Workers Comp	350	-	350	
01-130-5013	Insurance - Health	23,000	-	23,000	
01-130-5015	Contribution - 457	1,500	-	1,500	
01-130-5100	Insurance - Auto	800	-	800	
01-130-5102	Insurance - Gen Liab	175	-	175	
01-130-5105	Insurance - Property	4,600	-	4,600	
01-130-5150	Training	750	-	750	
01-130-5160	Travel	900	-	900	
01-130-5185	Professional Fees	1,000	-	1,000	
01-130-5320	Economic Development	6,800	32,000	38,800	Diamond Bldg, intern, sprinkler incentives
01-130-5322	Planning	155,000	-	155,000	Comprehensive plan
01-130-5323	Public Art	2,000	-	2,000	
01-130-5401	Auto Expense	500	-	500	
01-130-5820	Community Legacy Projects	50,000	(25,000)	25,000	Bethany please confirm?
01-130-5822	Special Projects	13,300	-	13,300	
	Total Community Development	\$ 407,825	\$ 7,000	\$ 414,825	
	<b>Code Enforcement</b>				
01-140-5000	Salaries	\$ 63,000	\$ (7,000)	\$ 56,000	Salary allocation change mid-year
01-140-5010	Social Security	4,800	-	4,800	
01-140-5011	Pension	5,700	700	6,400	Increased employer contribution rate
01-140-5012	Workers Comp	200	-	200	
01-140-5013	Insurance - Health	22,800	-	22,800	
01-140-5015	Contribution - 457	750	-	750	
01-140-5102	Insurance - Gen Liab	175	-	175	
01-140-5105	Insurance - Property	2,900	600	3,500	Appraisals, rate increases
01-140-5150	Training	500	-	500	
01-140-5160	Travel	500	-	500	
01-140-5185	Professional Fees	400	-	400	
01-140-5231	Software and Subscriptions	13,700	-	13,700	
01-140-5330	Code Enforcement	5,000	-	5,000	
01-140-5331	Construction Inspect	20,000	-	20,000	
01-140-5332	Rental Inspection	19,500	-	19,500	
	Total Code Enforcement	\$ 159,925	\$ (5,700)	\$ 154,225	
	<b>Public Works Administration</b>				
01-150-5000	Salaries	\$ 76,000	\$ -	\$ 76,000	
01-150-5010	Social Security	5,800	-	5,800	
01-150-5011	Pension	7,700	-	7,700	
01-150-5012	Workers Comp	1,600	-	1,600	
01-150-5013	Insurance - Health	14,000	-	14,000	
01-150-5015	Contribution - 457	700	-	700	
01-150-5100	Insurance - Auto	800	-	800	
01-150-5102	Insurance - Gen Liab	175	-	175	
01-150-5105	Insurance - Property	2,600	-	2,600	
01-150-5150	Training	1,750	-	1,750	
01-150-5160	Travel	1,000	-	1,000	
01-150-5185	Professional Fees	2,100	-	2,100	
01-150-5193	One Call Concepts	2,200	-	2,200	
01-150-5340	Engineering Equipment	3,000	-	3,000	
01-150-5341	Mapping Supplies	8,000	-	8,000	
01-150-5342	Public Works	7,400	-	7,400	

CITY OF FROSTBURG  
OPERATING BUDGET FYE 06/30/25  
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Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
01-150-5400	Gas, Oil, Grease	3,000	-	3,000	
01-150-5420	Fleet lease	11,000	-	11,000	
	Total Public Works Administration	\$ 148,825	\$ -	\$ 148,825	
	Total Admin and Executive Expense	\$ 3,063,490	\$ 213,430	\$ 3,276,920	
	<b>Public Safety</b>				
01-160-5000	Salaries	\$ 1,062,000	\$ -	\$ 1,062,000	
01-160-5002	Salaries - Police Grants	40,000	-	40,000	
01-160-5003	Court Time	13,000	-	13,000	
01-160-5010	Social Security	85,000	-	85,000	
01-160-5011	Pension	190,000	-	190,000	
01-160-5012	Workers Comp	72,000	(10,000)	62,000	
01-160-5013	Insurance - Health	257,000	-	257,000	
01-160-5015	Contribution - 457	7,500	-	7,500	
01-160-5100	Insurance - Auto	7,800	-	7,800	
01-160-5102	Insurance - Gen Liab	1,200	-	1,200	
01-160-5103	Insurance - Police Professional	16,700	(6,000)	10,700	
01-160-5105	Insurance - Property	6,000	-	6,000	
01-160-5150	Training	25,500	10,000	35,500	3 academy candidates
01-160-5170	Uniforms	15,000	-	15,000	
01-160-5180	Safety Equipment	1,200	-	1,200	
01-160-5181	Law Enforcement Equipment	18,500	-	18,500	
01-160-5191	Communications	30,500	2,000	32,500	
01-160-5206	C3I Clerical Support	6,000	-	6,000	
01-160-5210	Office Supplies	5,000	1,000	6,000	
01-160-5230	Computers	8,500	1,000	9,500	
01-160-5350	FSU MOU	10,000	-	10,000	
01-160-5380	Police Reform	23,000	8,500	31,500	Body camera agreement
01-160-5390	Miscellaneous Expense	4,000	2,000	6,000	Per Dept request
01-160-5400	Gas, Oil, Grease	33,000	(8,000)	25,000	
01-160-5401	Auto Expense	18,000	-	18,000	
01-160-5420	Fleet Lease	61,000	-	61,000	
01-160-5502	Jail and Office Maintenance	4,000	7,000	11,000	HVAC repair, stove
01-160-5550	Utilities - Public Safety	10,000	2,500	12,500	Based on YTD expense, rate increases
01-160-5851	Fire Dept Appropriation	255,670	-	255,670	
	Total Public Safety	\$ 2,287,070	\$ 10,000	\$ 2,297,070	
	<b>Public Works - Street</b>				
01-170-5000	Salaries	\$ 296,000	\$ 16,000	\$ 312,000	OT exceeded budget projection
01-170-5010	Social Security	22,600	-	22,600	
01-170-5011	Pension	30,000	-	30,000	
01-170-5012	Workers Comp	20,000	-	20,000	
01-170-5013	Insurance - Health	80,000	-	80,000	
01-170-5015	Contribution - 457	1,500	-	1,500	
01-170-5018	Unemployment	200	-	200	
01-170-5100	Insurance - Auto	9,800	-	9,800	
01-170-5102	Insurance - Gen Liab	975	-	975	
01-170-5105	Insurance - Property	9,000	-	9,000	
01-170-5150	Training	5,000	-	5,000	
01-170-5170	Uniforms	8,000	-	8,000	
01-170-5180	Safety Equipment	7,200	-	7,200	
01-170-5191	Communications	15,000	(7,500)	7,500	Based on YTD expense
01-170-5210	Office Supplies	1,500	-	1,500	
01-170-5400	Gas, Oil, Grease	30,000	-	30,000	
01-170-5420	Fleet Lease	29,000	16,000	45,000	New fleet vehicles
01-170-5550	Utilities - Building	6,000	2,200	8,200	Based on YTD expense, rate increases

CITY OF FROSTBURG  
OPERATING BUDGET FYE 06/30/25  
PROPOSED AMENDMENTS - JUNE 2025

Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
01-170-5711	Salt & Abrasives	250,000	32,000	282,000	Based on YTD expense, special order
01-170-5712	Sign Maintenance	15,000	-	15,000	
01-170-5713	Street Equipment Maintenance	90,000	50,000	140,000	Truck repairs, pollution control
01-170-5714	Street Lighting	100,000	-	100,000	
01-170-5715	Street Maintenance Repairs	100,000	-	100,000	Update equipment computers, repairs
01-170-5716	Street Shop Equipment	50,000	10,000	60,000	
01-170-5717	Street Lighting Repairs	48,500	-	48,500	Salt storage changes
01-170-5800	Capital Outlay	420,150	111,000	531,150	
01-170-5861	Street Paving	223,500	-	223,500	
01-170-5865	Parking Lot Maintenance	13,000	-	13,000	
	Total Public Works - Street	\$ 1,881,925	\$ 229,700	\$ 2,111,625	
	<b>Recreation</b>				
01-180-5000	Salaries	\$ 284,000	\$ -	\$ 284,000	
01-180-5010	Social Security	21,700	-	21,700	
01-180-5011	Pension	28,800	-	28,800	
01-180-5012	Workers Comp	18,200	-	18,200	
01-180-5013	Insurance - Health	65,000	-	65,000	
01-180-5015	Contribution - 457	1,750	-	1,750	
01-180-5100	Insurance - Auto	2,900	-	2,900	
01-180-5102	Insurance - Gen Liab	550	-	550	
01-180-5105	Insurance - Property	15,885	-	15,885	
01-180-5150	Training	300	-	300	
01-180-5160	Travel	750	-	750	
01-180-5170	Uniforms	4,800	-	4,800	
01-180-5181	Safety Equipment	500	-	500	
01-180-5400	Gas, Oil, Grease	9,000	-	9,000	
01-180-5420	Fleet Lease	23,000	-	23,000	
01-180-5503	Armory Expense - Gym	16,000	-	16,000	
01-180-5504	Community Center	17,500	3,300	20,800	
01-180-5510	City Place	29,500	-	29,500	
01-180-5550	Utilities	9,000	(3,275)	5,725	Based on YTD expenses
01-180-5720	Beautify The Burg Expense	2,000	-	2,000	
01-180-5721	Rec Equipment Maintenance	12,400	1,500	13,900	
01-180-5722	Rec League Appropriations	5,000	-	5,000	
01-180-5723	Rec Park Maintenance Expense	63,000	-	63,000	
01-180-5724	Street Trees	7,500	-	7,500	
01-180-5725	Trailhead Maintenance Expense	2,000	-	2,000	
01-180-5726	Recreational Programs	13,000	-	13,000	
01-180-5800	Capital Outlay	384,800	-	384,800	
	Total General Recreation	\$ 1,038,835	\$ 1,525	\$ 1,040,360	
01-181-5000	Salaries	\$ 72,000	\$ -	\$ 72,000	
01-181-5010	Social Security	5,500	-	5,500	
01-181-5012	Workers Comp	4,600	-	4,600	
01-181-5108	Unemployment	200	-	200	
01-181-5507	Pool Operating	35,000	9,500	44,500	Emergency repairs
	Total Pool	\$ 117,300	\$ 9,500	\$ 126,800	
01-182-5000	Salaries	\$ 24,000	\$ -	\$ 24,000	
01-182-5010	Social Security	1,850	-	1,850	
01-182-5012	Workers Comp	1,500	-	1,500	
01-182-5108	Unemployment	200	-	200	
01-182-5507	Day Camp Operations	800	-	800	
	Total Day Camp	\$ 28,350	\$ -	\$ 28,350	
01-183-5000	Salaries	\$ 9,500	\$ (9,500)	\$ -	No seasonal employees hired
01-183-5010	Social Security	725	(725)	-	No seasonal employees hired

CITY OF FROSTBURG  
OPERATING BUDGET FYE 06/30/25  
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Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
01-183-5012	Workers Comp	600	(600)	-	No seasonal employees hired
01-183-5108	Unemployment	200	(200)	-	No seasonal employees hired
	Total Seasonal	\$ 11,025	\$ (11,025)	\$ -	
	Total Recreation	\$ 1,195,510	\$ -	\$ 1,195,510	
	<b>Total Corporate Fund Expenses</b>	<b>\$ 8,427,995</b>	<b>\$ 453,130</b>	<b>\$ 8,881,125</b>	
	<b>Corporate Fund Net Income (Loss)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
	<b>Water Fund Revenues</b>				
02-000-4000	Water Service Revenue	\$ 1,716,000	\$ -	\$ 1,716,000	
02-000-4001	Interest Earned - Water	1,500	500	2,000	
02-000-4317	Special Revenue	85,500	(2,650)	82,850	
02-000-4402	Sale of Meters	5,000	800	5,800	
02-000-4403	Tapping Fees	5,600	500	6,100	
02-000-4404	Sundry Sales	10,000	2,000	12,000	
02-000-4409	Fund Balance	75,400	(75,400)	-	
02-000-4600	Interest Income	15,000	20,000	35,000	
	<b>Total Water Revenue</b>	<b>\$ 1,914,000</b>	<b>\$ (54,250)</b>	<b>\$ 1,859,750</b>	
	<b>Water Fund Expenses</b>				
	<b>Water - Administration</b>				
02-190-5000	Salaries	\$ 72,000	\$ -	\$ 72,000	
02-190-5010	Social Security	5,400	-	5,400	
02-190-5011	Pension	7,300	-	7,300	
02-190-5012	Workers Comp	225	-	225	
02-190-5013	Insurance - Health	18,000	1,000	19,000	
02-190-5015	Contribution - 457	850	-	850	
02-190-5313	Collection Expense	1,000	-	1,000	
02-190-5370	FMHA Bond	850	-	850	
02-190-5600	Corporate Overhead	95,600	-	95,600	
	Total Water Administration	\$ 201,225	\$ 1,000	\$ 202,225	
	<b>Water - Filtration</b>				
02-192-5102	Insurance - Gen Liab	\$ 1,300	\$ -	\$ 1,300	
02-192-5105	Insurance - Property	18,500	-	18,500	
02-192-5106	Insurance - Boiler & Machinery	6,000	-	6,000	
02-192-5521	Pumping System Expense	95,000	-	95,000	
02-192-5522	Purification Plant Maintenance	50,000	(25,000)	25,000	
02-192-5710	Filtration Contract Payment	654,000	-	654,000	
	Total Water Filtration	\$ 824,800	\$ (25,000)	\$ 799,800	
	<b>Water - Supply</b>				
02-194-5000	Salaries	\$ 34,000	\$ -	\$ 34,000	
02-194-5010	Social Security	2,500	-	2,500	
02-194-5011	Pension	3,500	-	3,500	
02-194-5012	Workers Comp	2,300	-	2,300	
02-194-5015	Contribution - 457	100	-	100	
02-194-5506	Hydro Facility Expense	5,000	-	5,000	
02-194-5550	Utilities - Water Supply	5,000	-	5,000	
02-194-5730	Water Supply Expense	50,000	(35,000)	15,000	
	Total Water Supply	\$ 102,400	\$ (35,000)	\$ 67,400	
	<b>Water - Distribution</b>				
02-196-5000	Salaries	\$ 275,000	\$ -	\$ 275,000	

CITY OF FROSTBURG  
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ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
02-196-5010	Social Security	21,000	-	21,000	
02-196-5011	Pension	27,800	-	27,800	
02-196-5012	Workers Comp	17,600	-	17,600	
02-196-5013	Insurance - Health	82,000	-	82,000	
02-196-5015	Contribution - 457	1,000	-	1,000	
02-196-5100	Insurance - Auto	4,000	-	4,000	
02-196-5102	Insurance - Gen Liab	1,300	-	1,300	
02-196-5105	Insurance - Property	4,700	-	4,700	
02-196-5150	Training	3,500	-	3,500	
02-196-5170	Uniforms	4,000	1,000	5,000	
02-196-5180	Safety Equipment	6,575	-	6,575	
02-196-5191	Communications	13,000	-	13,000	
02-196-5210	Office Supplies	1,000	750	1,750	
02-196-5390	Miscellaneous Expense	1,000	-	1,000	
02-196-5400	Gas, Oil, Grease	17,000	-	17,000	
02-196-5420	Fleet Lease	33,000	-	33,000	
02-196-5505	Crestview Pumping Station Expense	12,500	-	12,500	
02-196-5550	Utilities - Water Distribution	5,000	-	5,000	
02-196-5700	Distribution Expense	61,800	-	61,800	
02-196-5701	Distribution Pipe Expense	11,000	-	11,000	
02-196-5702	Equipment Maintenance	8,000	-	8,000	
02-196-5703	Fire Hydrants Expense	8,000	(5,000)	3,000	Hydrants already on hand
02-196-5704	Transmission Mains Expense	95,800	16,000	111,800	
02-196-5740	Meters Expense	70,000	(8,000)	62,000	
	Total Water Distribution	\$ 785,575	\$ 4,750	\$ 790,325	
	<b>Total Water Fund Expenses</b>	<b>\$ 1,914,000</b>	<b>\$ (54,250)</b>	<b>\$ 1,859,750</b>	
	<b>Total Water Fund Net Income (Loss)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
	<b>Sewer Fund Operating Revenues</b>				
03-000-4000	Sewer Charges	\$ 1,817,000	\$ -	\$ 1,817,000	
03-000-4001	Interest Earned - Sewer	1,800	-	1,800	
03-000-4315	Proceeds from Fund Balance	239,825	-	239,825	
03-000-4317	Special Revenue	8,000	-	8,000	
03-000-4404	Sundry Sales	1,500	-	1,500	
03-000-4503	Sewer Tap Fees	3,500	-	3,500	
03-000-4600	Interest Income	25,000	-	25,000	
	<b>Total Sewer Operating Revenue</b>	<b>\$ 2,096,625</b>	<b>\$ -</b>	<b>\$ 2,096,625</b>	
	<b>Sewer Operating Expenses</b>				
	<b>Sewer - Administration</b>				
03-210-5000	Salaries	\$ 72,000	\$ -	\$ 72,000	
03-210-5010	Social Security	5,400	-	5,400	
03-210-5011	Pension	7,300	-	7,300	
03-210-5012	Workers Comp	225	-	225	
03-210-5013	Insurance - Health	18,000	1,000	19,000	
03-210-5015	Contribution - 457	850	-	850	
03-210-5313	Collection Expense	1,000	-	1,000	
	Total Sewer Administration	\$ 104,775	\$ 1,000	\$ 105,775	
	<b>Sewer - Operating</b>				
03-211-5000	Salaries	\$ 172,000	\$ 18,000	\$ 190,000	OT
03-211-5010	Social Security	13,000	-	13,000	
03-211-5011	Pension	21,500	-	21,500	

CITY OF FROSTBURG  
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Section 4, Item A.

ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
03-211-5012	Workers Comp	11,000	-	11,000	
03-211-5013	Insurance - Health	71,000	-	71,000	
03-211-5015	Contribution - 457	1,800	-	1,800	
03-211-5100	Insurance - Auto	1,500	-	1,500	
03-211-5102	Insurance - Gen Liab	650	-	650	
03-211-5105	Insurance - Property	6,950	-	6,950	
03-211-5150	Training	1,000	-	1,000	
03-211-5170	Uniforms	3,000	-	3,000	
03-211-5180	Safety Equipment	1,000	-	1,000	
03-211-5191	Communications	2,400	-	2,400	
03-211-5400	Gas, Oil, Grease	10,000	-	10,000	
03-211-5420	Fleet Lease	21,000	-	21,000	
03-211-5520	Pumping Station Maintenance	6,000	-	6,000	
03-211-5600	Corporate Overhead	241,750	-	241,750	
03-211-5761	Sanitary Commission Charges	1,100,000	-	1,100,000	
03-211-5762	Sanitary Comm-Transmission Projects	11,800	-	11,800	
03-211-5763	Sewer Operating Expense	50,000	-	50,000	
03-211-5764	Sewer Pumping Expense	6,000	-	6,000	
03-211-5805	Capital Outlay - Sewer Projects	30,000	(19,000)	11,000	
	Total Sewer Operating	\$ 1,783,350	\$ (1,000)	\$ 1,782,350	
	Total Sewer Operating Expenses	\$ 1,888,125	\$ -	\$ 1,888,125	
	Sewer Operating Net Income (Loss)	\$ 208,500	\$ -	\$ 208,500	
	<b>CSO Revenue</b>				
03-220-4520	CSO Surcharge Revenue	\$ 401,000	\$ -	\$ 401,000	
03-220-4521	Interest Earned - CSO Surcharge	500	-	500	
03-220-4317	Special Revenue	606,500	-	606,500	
03-220-4530	Project Reimbursements	572,500	-	572,500	
	Total CSO Revenue	\$ 1,580,500	\$ -	\$ 1,580,500	
	<b>CSO Expenses</b>				
03-220-5391	Interest Expense	\$ 3,200	\$ -	\$ 3,200	
03-220-5392	Debt Redemption	23,600	-	23,600	
03-220-5800	Capital Outlay	1,762,200	-	1,762,200	
	Total CSO Expense	\$ 1,789,000	\$ -	\$ 1,789,000	
				-	
	CSO Net Income (Loss)	\$ (208,500)	\$ -	\$ (208,500)	
				-	
	<b>Sewer Fund Net Income (Loss)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
	<b>Water Surcharge Fund Revenue</b>				
04-000-4000	Water Tap Surcharge	\$ 668,000	\$ 97,000	\$ 765,000	Additional County EDU's continued
04-000-4001	Interest Earned - Surcharge	1,000	1,500	2,500	
04-000-4600	Interest Income	20,000	25,000	45,000	Allocated money market interest
	Total Water Surcharge Revenue	\$ 689,000	\$ 123,500	\$ 812,500	
	<b>Water Surcharge Fund Expenses</b>				
04-200-5313	Collection Expense	\$ 1,000	\$ -	\$ 1,000	
04-200-5390	Miscellaneous Expense	12,000	-	12,000	
04-200-5391	Interest Expense	56,900	-	56,900	
04-200-5392	Debt Redemption	415,100	-	415,100	
04-200-5802	Capital Repairs	68,000	75,000	143,000	Pump, valve, bridge



CITY OF FROSTBURG  
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ACCOUNT	DESCRIPTION	AMOUNT	June Amendment	Amended Total	Notes
	Total Water Surcharge Expense	\$ 553,000	\$ 75,000	\$ 628,000	
	<b>Water Surcharge Net Income (Loss)</b>	<b>\$ 136,000</b>	<b>\$ 48,500</b>	<b>\$ 184,500</b>	
	<b>Garbage Fund Revenues</b>				
05-000-4000	Trash & Garbage Charges	\$ 473,000		\$ 473,000	
05-000-4104	Interest Earned - Garbage	800	1,900	2,700	
05-000-4404	Sundry Sales	1,950	-	1,950	
05-000-4600	Interest Income	3,000	1,500	4,500	
	Total Garbage Revenue	\$ 478,750	\$ 3,400	\$ 482,150	
	<b>Garbage Fund Expenses</b>				
	<b>Garbage Fund - Administration</b>				
05-230-5000	Salaries	\$ 72,000	\$ -	\$ 72,000	
05-230-5010	Social Security	5,400	-	5,400	
05-230-5011	Pension	7,300	-	7,300	
05-230-5012	Workers Comp	225	-	225	
05-230-5013	Insurance - Health	18,000	-	18,000	
05-230-5015	Contribution - 457	850	-	850	
05-230-5313	Collection Expense	500	-	500	
	Total Garbage Administration	\$ 104,275	\$ -	\$ 104,275	
	<b>Garbage Operating</b>				
05-232-5000	Salaries	\$ 93,000	\$ -	\$ 93,000	
05-232-5010	Social Security	7,100	-	7,100	
05-232-5011	Pension	9,400	-	9,400	
05-232-5012	Workers Comp	6,000	-	6,000	
05-232-5013	Insurance - Health	22,500	-	22,500	
05-232-5015	Contribution - 457	750	(750)	-	Benefit not utilized
05-232-5100	Insurance - Auto	2,200	-	2,200	
05-232-5102	Insurance - Gen Liab	400	-	400	
05-232-5105	Insurance - Property	4,500	-	4,500	
05-232-5170	Uniforms	3,000	-	3,000	
05-232-5180	Safety Equipment	1,000	-	1,000	
05-232-5210	Office Supplies	1,000	-	1,000	
05-232-5400	Gas, Oil, Grease	14,000	-	14,000	
05-232-5600	Corporate Overhead	18,175	-	18,175	
05-232-5770	Ash Dumpster	8,500	(4,000)	4,500	Based on YTD expense
05-232-5771	Bulk Cleanup Expense	10,000	-	10,000	
05-232-5772	Landfill Charges	130,000	-	130,000	
05-232-5773	Sanitation Operating Expense	30,000	8,150	38,150	Based on YTD expense
	Total Garbage Operating	\$ 361,525	\$ 3,400	\$ 364,925	
				-	
	Total Garbage Expenses	\$ 465,800	\$ 3,400	\$ 469,200	
				-	
	<b>Garbage Net Income (Loss)</b>	<b>\$ 12,950</b>	<b>\$ -</b>	<b>\$ 12,950</b>	

**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:

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

Introduced: May 20, 2025  
Public Hearing: June 17, 2025  
Adopted: June 17, 2025  
Effective: July 7, 2025

**ORDINANCE NO. 2025-05**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF FROSTBURG, MARYLAND ENTITLED “AN ORDINANCE TO REPEAL THE RENTAL HOUSING ORDINANCE, APPENDIX D OF THE CITY CODE, AND RE-ENACT IT WITH AMENDMENTS FOR THE PURPOSE OF CREATING THE POSITIONS OF RENTAL HOUSING OFFICER AND RENTAL HOUSING INSPECTOR, SETTING FORTH THEIR RESPECTIVE RESPONSIBILITIES AND DUTIES, REVISING THE PROTOCOLS AND PROCEDURES APPLICABLE TO RENTAL HOUSING APPLICATIONS AND INSPECTIONS, IMPROVING ITS ENFORCEMENT, AND OTHERWISE REVISING ITS TERMS.”**

**WHEREAS**, the City’s Rental Housing Ordinance (“RHO”) is set forth as Appendix D to the City Code;

**WHEREAS**, the Mayor and City Council have decided to create the positions of Rental Housing Officer and Rental Housing Inspector to administer and enforce the RHO;

**WHEREAS**, they have also determined that the process of registering rental units should be facilitated and improved; and that the RHO should be further revised for the purpose of improving the City’s Rental Housing Program.

**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 the Rental Housing Code, Appendix D to the City Code, is repealed and it is reenacted with amendments, to read as is set forth in the attachment to this Ordinance.

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

\_\_\_\_\_  
Todd Logsdon, Mayor

ATTEST:

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

Introduced: May 20, 2025  
Public Hearing: June 17, 2025  
Adopted: June 17, 2025  
Effective: July 7, 2025

## 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 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 that owns or manages the property,
- (ii) Being an officer, director, trustee, partner, or employee of the entity that 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 owners' agents must be certified on an annual basis through the Community Development Department. The certification process will ensure that the 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 a 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. 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 any of them are 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 sources, 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, a two-and-a-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 sufficiently 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.

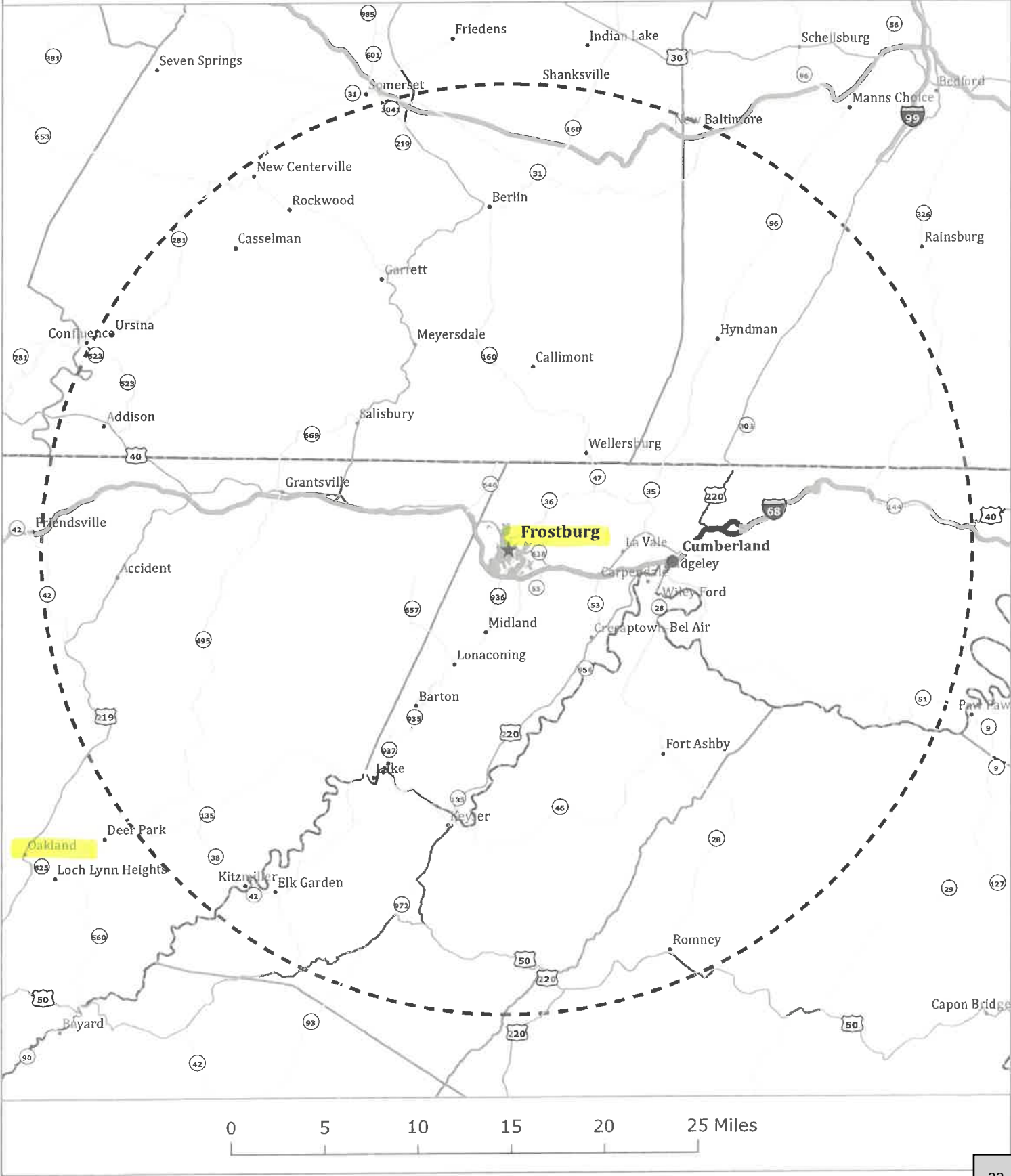
### **Sec. 5. - Violations and penalties.**

- 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.



# Frostburg's Owner Agent Area

## 25 mile radius





City of Frostburg  
37 Broadway  
Frostburg, MD 21532

June 4 2025

Dear Mayor and City Council,

FrostburgFirst would like to request a temporary repeal of the Open Container Law on Main Street, Broadway, and Water Street during our 5th Annual Lemonade Crawl on June 28, 2025 from 10 am - 5pm, under the conditions that all beverages are kept in plastic ware.

The Lemonade Stroll is an event designed to encourage locals and visitors to explore downtown businesses and enjoy the beauty of downtown Frostburg. Business owners provide samples of lemonade or other lemon-themed treats during the Crawl to entice shoppers and diners, and some of the businesses would like to offer beverages with alcohol content for adults. We hope to increase attendance this year and draw more attention to our small businesses. The repeal of the Open Container Law allows guests to move from one space to another without having to rush through their beverage. If granted, we will not publicly advertise the repeal, but will inform our downtown business owners of the temporary repeal to allow a more pleasant experience for their customers and guests.

Thank you for considering this repeal.

With appreciation,

Deirdre Robertson  
Executive Director

41 E. Main St.  
Frostburg, MD 21532  
(301) 689-6900