



MINUTES

Mayor and Council Meeting

Thursday, June 16, 2022 - 7:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

The Mayor and Council Meeting of the City of Frostburg was called to order on Thursday, June 16, 2022, at 7:00 PM, at the Frostburg Municipal Center, 37 Broadway, with the following members present:

PRESENT: Adam Ritchey, Commissioner of Public Works
Kevin Grove, Commissioner of Public Safety
Nina Forsythe, Commissioner of Water, Parks, and Recreation
W. Robert Flanigan, Mayor

EXCUSED: Donny Carter, Commissioner of Finance

Page

1 CALL TO ORDER

The Mayor and Council Meeting of the City of Frostburg was called to order on Thursday, June 16, 2022, at 7:00 p.m., at the Frostburg Municipal Center, 37 Broadway, with the following members present.

2 PLEDGE OF ALLEGIANCE

3 FROSTBURG BLESSING

4 ROLL CALL

Donny Carter, Commissioner of Finance was absent

5 APPROVAL OF THE AGENDA

Moved by Commissioner of Water, Parks and Recreation Nina Forsythe, seconded by Commissioner of Public Safety Kevin Grove.

6 APPROVAL OF THE MINUTES

a) Minutes from the May Council Meeting.

6 - 9

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

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

Carried

[Mayor and Council Meeting Minutes 5-19-22](#)

7 SPECIAL PRESENTATIONS AND REQUESTS

- a) Special Presentation: If I were Mayor Contest Winner - Zoe Litton, 4th grade student, Beall Elementary

8 MAYOR AND COMMISSIONERS REPORTS & ANNOUNCEMENTS

- a) Monthly Reports of the City Departments

Moved by Commissioner of Public Safety Kevin Grove, seconded by
Commissioner of Public Works Adam Ritchey

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

Carried

9 PUBLIC HEARINGS

- a) Combined Sewer Overflow Monthly Public Hearing

10 OLD BUSINESS

11 NEW BUSINESS

- a) **ORDINANCE 2022-06** Repeal and Reenact Section 8-2 of the Frostburg Code (2018 Edition) pertaining to Property Maintenance Standards.

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe,
seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve the Ordinance on First Reading, and set the July 21, 2022 Council Meeting as an advertised Public Hearing; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

- b) **RESOLUTION 2022-19** Approve purchase of 28 and 30 W. Mechanic Street for the construction of a downtown municipal parking lot. Elizabeth Stahlman, City Administrator

10 - 15

Moved by Commissioner of Public Works Adam Ritchey, seconded by
Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-19; PUBLIC COMMENT; Lisa Vanhouten, 318 Barnard Street asked if the property was in the Historic District and if we would need their approval. Vote of the Mayor and City Council.

Carried

[Res. 2022-19 W. Mechanic St. Properties](#)

- c) **RESOLUTION 2022-20** Acquire 4 vehicles under the Enterprise Fleet Master Lease Agreement: 3 F-150's and 1 F-250 Utility Body for the Street, Water, and Parks and Recreation Departments. Elizabeth Stahlman, City Administrator 16

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-20; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-20 Purchase of 4 Vehicles](#)

- d) **RESOLUTION 2022-21** Approve end of year Budget Amendments for FY 2021-22. Elaine Jones, CPA, Director of Finance 17

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-21; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-21 Amend FY21-22 Budge](#)

- e) **RESOLUTION 2022-22** Approve Employee Retirement Contribution Program of up to 1% employer match for the optional 457 Deferred Compensation Plan. Elaine Jones, CPA, Director of Finance 18

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-22; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-22 Retirement Benefit](#)

- f) **RESOLUTION 2022-23** Approve changes to the Employee Benefits program, to include offering Dental and Vision insurance, ending the dental/vision stipend program, and including a stipend for employees covered by spouses health and/or dental coverage. Elaine Jones, CPA, Director of Finance 19

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-23; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-23 Changed to Benefits](#)

- g) **RESOLUTION 2022-24** Authorize purchase of Kubota 4WD Tractor and Front Loader with Quick Attach Bucket for the Parks and Recreation Department and and Bobcat E42 R2-Series Compact Excavator for use by Street, Water, and Parks and Recreation Department. Hayden Lindsey, Director of Public Works. 20

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe, seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-24; PUBLIC COMMENT; Lisa Vanhouten, 318 Barnard St. asked if snow removal equipment was in with package. Director of Public Works Hayden Lindsey said yes. Vote of the Mayor and City Council.

Carried

[Res. 2022-24 Purchase Tracor, Excavator](#)

- h) **RESOLUTION 2022-25** Approve staffing changes and addition of one position in City Hall related to Community Development and Grant management. Elizabeth Stahlman, City Administrator 21

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-25; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-25 Additional City Hall Staff](#)

- i) **RESOLUTION 2022-26** Repeal Open Container Law for upcoming special events: Derby Day, 2nd Saturday in July, and Midsummer's Eve. Elizabeth Stahlman, City Administrator 22

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-26; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

[Res. 2022-26 Repeal Open Container Law](#)

12 REPORT OF THE FROSTBURG POLICE DEPARTMENT

Chief Nicholas Costello gave the Police report for the month of May 2022

13 OPEN PUBLIC COMMENT

14 ADJOURNMENT

There being no further comment the meeting was adjourned at 7:55 p.m.

Mayor

City Administrator



MINUTES

Mayor and Council Meeting

Thursday, May 19, 2022 - 7:00 PM
Frostburg Municipal Center Meeting Room - 37 Broadway

The Mayor and Council Meeting of the City of Frostburg was called to order on Thursday, May 19, 2022, at 7:00 PM, at the Frostburg Municipal Center, 37 Broadway, with the following members present:

PRESENT: Adam Ritchey, Commissioner of Public Works
Donny Carter, Commissioner of Finance
Kevin Grove, Commissioner of Public Safety
Nina Forsythe, Commissioner of Water, Parks, and Recreation
W. Robert Flanigan, Mayor

EXCUSED:

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 FROSTBURG BLESSING

4 ROLL CALL

5 APPROVAL OF THE AGENDA

6 APPROVAL OF THE MINUTES

a) Minutes from the April Council Meeting.

Moved by Commissioner of Finance Donny Carter, seconded by
Commissioner of Public Works Adam Ritchey

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

Carried

b) Sealed Minutes and Summary of Closed Meeting held on April 14, 2022

Moved by Commissioner of Finance Donny Carter, seconded by
Commissioner of Public Works Adam Ritchey

*Motion and Second to Approve the Sealed Minutes and Summary of the
Closed Meeting held on April 14, 2022.*

Carried

7 SPECIAL PRESENTATIONS AND REQUESTS

8 MAYOR AND COMMISSIONERS REPORTS & ANNOUNCEMENTS

- a) Monthly Reports of the City Departments

Moved by Commissioner of Public Safety Kevin Grove, seconded by
Commissioner of Finance Donny Carter

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

Carried

9 PUBLIC HEARINGS

- a) **ORDINANCE 2022-04** Fiscal Year 2023 Operating Budget and Schedule of Rates and Fees. Elaine Jones, CPA, Director of Finance
- b) **ORDINANCE 2022-05** Amend subsections (e)(2), (e)(3), (e)(4)b and (e)(4)c of Section 3.6 of the Frostburg Code pertaining to the City's Procurement Processes and Policies, in order to revise the threshold amounts for certain exemptions to the competitive bidding requirements.
- c) Combined Sewer Overflow Monthly Public Hearing

10 OLD BUSINESS

- a) **ORDINANCE 2022-04** Fiscal Year 2023 Operating Budget and Schedule of Rates and Fees. Elaine Jones, CPA, Director of Finance

Moved by Commissioner of Finance Donny Carter, seconded by
Commissioner of Public Works Adam Ritchey

*Motion and Second to Approve Ordinance 2022-04 on Second Reading; Vote
of the Mayor and City Council.*

Carried

- b) **ORDINANCE 2022-05** Amend subsections (e)(2), (e)(3), (e)(4)b and (e)(4)c of Section 3.6 of the Frostburg Code pertaining to the City's Procurement Processes and Policies, in order to revise the threshold amounts for certain exemptions to the competitive bidding requirements. Elaine Jones, CPA, Director of Finance

Moved by Commissioner of Finance Donny Carter, seconded by
Commissioner of Public Safety Kevin Grove

*Motion and Second to Approve Ordinance 2022-05 on Second Reading; Vote
of the Mayor and City Council.*

Carried

11 NEW BUSINESS

- a) **RESOLUTION 2022-14** Authorize submission of Annual Report to the Maryland Department of Planning. L.J. Bennett, Director of Community Development

Moved by Commissioner of Public Safety Kevin Grove, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-14; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

- b) **RESOLUTION 2022-15** Appoint Maureen Brewer to the Frostburg Historic District Commission for a 3-year term. L.J. Bennett, Director of Community Development

Moved by Commissioner of Finance Donny Carter, seconded by Commissioner of Public Works Adam Ritchey

Motion and Second to Approve Resolution 2022-15; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

- c) **RESOLUTION 2022-16** Declare intent to reimburse expenditures to be incurred with future project with funds from the proceeds to debt remaining from the 2019 CDA bond issuance for the renovations of 37 Broadway. Elaine Jones, CPA, Director of Finance

Moved by Commissioner of Water, Parks, and Recreation Nina Forsythe, seconded by Commissioner of Public Safety Kevin Grove

Motion and Second to Approve Resolution 2022-16; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

- d) **RESOLUTION 2022-17** Approve application to the Community Development Block Grant program for funding of the construction of a new Frostburg childcare facility.

Moved by Commissioner of Public Works Adam Ritchey, seconded by Commissioner of Water, Parks, and Recreation Nina Forsythe

Motion and Second to Approve Resolution 2022-17; PUBLIC COMMENT; Vote of the Mayor and City Council.

Carried

- e) **RESOLUTION 2022-18** Authorize Maryland Department of Natural Resources to perform temperature and data monitoring and work with City representatives to adjust flow from Savage Springs and Wells, with the intent of studying options for improving native Brook Trout habitat in the Savage River, upstream of the dam. Hayden Lindsey, EIT, Director of Public Works

No Vote.

No Vote

12 REPORT OF THE FROSTBURG POLICE DEPARTMENT

Chief Nicholas Costello

- a) Police Report for the month of April

13 OPEN PUBLIC COMMENT

- a) Jim Hinebaugh - Introduction - Candidate for Delegate for 1A
b) Lisa Van Houten - Posed questions re: ballot mail date, property tax revenue increase, ARPA funds, recycling and yard waste

14 ADJOURNMENT



Mayor

City Administrator

RESOLUTION 2022-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG APPROVING THE PURCHASE OF 2 PROPERTIES ON W. MECHANIC STREET FOR THE PURPOSE OF CONSTRUCTING A DOWNTOWN MUNICIPAL PARKING LOT.

WHEREAS, The City of Frostburg has identified the need to create downtown parking opportunities from resident and business owner feedback in addition to parking available for the employees working at the Frostburg Municipal Center and visitors to City Place; and,

WHEREAS, The opportunity to purchase properties 28 and 30 W. Mechanic Street was presented and the Mayor and Council were able to successfully negotiate a purchase price of those properties; and,

WHEREAS, these properties are in close proximity to 37 Broadway, downtown businesses, and City Place, and has been identified as an ideal spot for construction of a parking area.


NOW, THEREFORE BE IT RESOLVED that the Frostburg Mayor & City Council do hereby approve the purchase of 28 & 30 W. Mechanic in the amount of \$297,500 plus any closing costs and to authorize the Mayor or City Administrator to sign all related documents.

ADOPTED this 16th day of June, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **The City of Frostburg** ("Buyer") and **Darren L. Howell** ("Seller(s)") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

1. Property Description. Seller(s) does/do agree to sell to Buyer, and Buyer does agree to purchase from Seller(s), all of the following tract(s) or parcel(s) of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Seller(s) and are hereinafter referred to as the "Properties":

(a) 28 W. Mechanic Street, Frostburg, MD 21532, Allegany County Land Records Deed Liber 651 folio 724, Tax Account No. 26-002249.

(b) 30 W. Mechanic Street, Frostburg, MD 21532, Allegany County Land Records Deed Liber 596, folio 682, Allegany County Tax Account No. 26-010543.

2. Purchase Price. The purchase price for the Properties (the "Purchase Price") is Two Hundred Ninety-Seven Thousand Five Hundred Dollars (\$297,500.00).

3. Payment Terms. The Purchase Price shall be paid at settlement.

4. Estate. The Properties are being conveyed in fee simple.

5. Contingencies. This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

A. Seller(s) shall deliver the Properties to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal Properties and belongings having been removed. Seller(s) shall be responsible for legally evicting any tenants who may have been leasing the Properties.

B. Seller(s) shall be responsible for the termination of all utility services to the Properties.

C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Properties within 48 hours prior to settlement in order to confirm that the Properties will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller(s) perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter. Buyer may waive any or all of the foregoing contingencies.

6. **Representations & Warranties.** The Properties being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Properties are to be held at the risk of Seller(s) until legal title has passed or possession has been given to Buyer.

8. **Possession.** Seller(s) agree(s) to give Buyer possession and occupancy of the Properties at the time of settlement. Seller(s) will deliver the Properties in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Seller's/Sellers' personal Properties and all junk, trash and debris. Any personal Properties, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish. Seller(s) shall be responsible for reimbursing Buyer for Buyer's disposal costs, it being the intent of the parties that this obligation shall survive closing and shall not merge into the deed effecting the transfer of the Properties from Seller(s) to Buyer.

Seller may remove fixtures from the properties as long as the buildings stay secure. He may also and remove the small shed from 28 W. Mechanic Street.

9. **Adjustments.** All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water tap fees, homeowners association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed conveying the Properties from Seller(s) to Buyer containing covenants of special warranty and further assurances shall be prepared by Buyer and executed by Seller(s) at his/her/their expense. Title to the Properties shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Properties are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Properties.

11. **Agency/Real Estate Commission.** Seller(s) and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this

paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Properties or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than seventy-five (75) days from the effective date of this Contract. Buyer's City Administrator, Director of Community Development and City Attorney are each individually authorized to consent to extensions of the date for settlement on behalf of Buyer and to execute any closing statements or other documents which Buyer is required to execute in connection with the conduct of settlement.

13. **Notice of Disclosure or Disclaimer Statements; Lead-Based Paint.** Buyer is advised that under Maryland law (Real Properties Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Properties Condition Disclosure Statement or a Written Residential Properties Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Contract as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Properties will be demolished.

Similarly, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because the Properties is presently unoccupied and it is not intended to be occupied for residential purposes.

14. **Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Properties shall be split evenly between the parties. In the event Buyer does not assign this Contract to a third party, this transaction will be exempt from such taxes and fees so long as there are no changes in the laws relative to such exemptions effective as of October 1, 2018.

16. **Assignability.** This Contract may be freely assigned by Buyer without the consent of Seller; provided, however, The City of Frostburg shall remain responsible for the fulfillment of the terms and obligations applicable to Buyer under the terms of this Contract until such time as settlement is completed.

17. **Captions.** The marginal captions of this Contract are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

18. **Entire Agreement.** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

19. **Maryland Law Applies.** This Contract shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable exclusively by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

20. **Breach of Contract and Default.** Buyer and Seller(s) are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller(s), shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default. In the event Buyer is unable to proceed to closing due to not having received expected grant funding, Seller may require Buyer to compensate him for one (1) year's lost rent (i.e., \$24,000.00) and, upon such payment, Buyer shall be released from all of its obligations under the terms of this Contract.

21. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

22. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

23. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT.**

24. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

25. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Contract. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

WITNESS:

THE CITY OF FROSTBURG

By:

7-5-22

Danett L. Howell

6-8-22

Date _____

RESOLUTION 2022-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING THE EQUITY LEASE OF 4 VEHICLES.

WHEREAS, In July 2020, the City of Frostburg entered into an Master Equity Lease Agreement with Enterprise Fleet Management as a solution for the City's light-duty fleet; and,

WHEREAS, The City is able to take advantage of government contract pricing and the Fleet Lease program has been evaluated to save the City money over a ten year period by accessing Enterprise Fleet pricing, reduced maintenance costs, and improved efficiency and safety; and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Frostburg hereby authorizes the City Administrator to execute documents for an equity lease with Enterprise Fleet Management for 3 F-150 trucks for the Street (2) and Water (1) Departments, with an estimated monthly lease rate of \$772 each, and 1 F-250 Truck with Utility Body for the Parks and Recreation Department with an estimated monthly lease rate of \$1,399.

ADOPTED this 16th day of June, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

RESOLUTION 2022-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING AN AMENDMENT TO THE FISCAL 2021/2022 BUDGET AT YEAR END.

WHEREAS, The Mayor and Council approved the Operating Budget for Fiscal Year 2021/2022 on May 20, 2021; and

WHEREAS, During the of the course of the fiscal year, certain revenues, expenses, and savings occurred that were not known at the time the budget was developed and approved, including the allocation of ARPA funds; and ,

WHEREAS, The Director of Finance has presented a proposed Budget Amendment that details the recommended changes to the Council for consideration in order to have a more accurate and balanced budget.

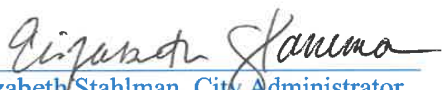
NOW, THEREFORE BE IT RESOLVED that the Frostburg Mayor & City Council do hereby approve a Budget Amendment to the Fiscal 2021/2022 Budget, which Amendment is attached hereto and made a part hereof this Resolution.

ADOPTED this 16th day of June, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

RESOLUTION 2022-22

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING A NEW RETIREMENT BENEFIT FOR CITY EMPLOYEES.

WHEREAS, The City of Frostburg created a Police Officer Pension Enhancement Plan in July 2016 and modified in 2018 and 2021, to provide additional investment-based retirement income for the City's police officers; and,

WHEREAS, The Mayor and City Council have budgeted to offer a new retirement benefit for full-time City employees, other than Police Officers, to encourage retirement savings through the 457 deferred compensation plan offered by the City.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, approve a City contribution 1% of base salary, provided that the employee contributes at least 1% of their base salary to the 457 deferred compensation plan, to begin in the pay period which starts on Monday, July 4, 2022.

ADOPTED this 16th day of June, 2022.


Frostburg Mayor and Council

BY



W. Robert Flanigan, Mayor

Attest:



Elizabeth Stahlman, City Administrator

RESOLUTION 2022-23

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING A CHANGED TO THE BENEFITS OFFERED TO CITY EMPLOYEES.

WHEREAS, The City of Frostburg has historically not offered dental or vision insurance coverage and instead has offered reimbursement program for dental and vision services which was amended to include up to \$250 reimbursement for dental and/or vision services by Resolution 2018-19 on June 21, 2018; and,

WHEREAS, The Mayor and City Council seek to provide their employees with the resources and benefits to manage their health and acknowledge that dental health is a significant determinant in overall health and that dental insurance encourages regular visits to the dentist for dental care; and,

WHEREAS, the City is also able to provide optional vision insurance to employees and family that need corrective lenses that helps offset the costs of exams, contacts, and/or glasses; and,

WHEREAS, some City employees are covered by their spouse or parents health and/or dental insurance and the cost savings of their coverage elsewhere is recognized.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, hereby approve the following changes to the City employees benefit package:

- Discontinue \$250 reimbursement for dental and/or vision services on June 30, 2022.
- Beginning July 1, 2022, offer Dental PPO insurance to full-time employees in which the City contributes 65% of the premium and the employee is responsible for 35% of the premium.
- Beginning July 1, 2022, offer Vision insurance to full-time employees, in which employee is responsible for 100% of the premium.
- Beginning August 1, 2022, provide a stipend (taxable benefit) to employees documenting that they are insured elsewhere:
 - \$35/pay for health insurance carried elsewhere (\$910/year)
 - \$5/pay for dental insurance carried elsewhere (\$130/year)

ADOPTED this 16th day of June, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

RESOLUTION 2022-24

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

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

WHEREAS, the Parks and Recreation department is in need of a tractor with a front loader bucket adequate for lifting soil and stone; and,

WHEREAS, the Water, Street, and Parks and Recreation departments have identified that a compact excavator will reduce their reliance on outside contractors and will also minimize disturbance when doing earthwork with appropriately sized equipment; and,

WHEREAS, the City has obtained three quotes a Kubota 4WD Tractor and Front Loader with Quick Attach Bucket and identified the Bobcat E42 R2-Series Compact Excavator available for purchase under a cooperative purchasing agreement for government pricing.

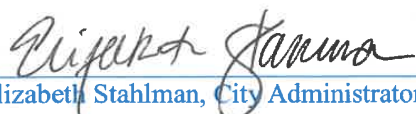
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Frostburg, Maryland, hereby approves the purchase of a Kubota tractor in the amount of \$24,248.00 from Cumberland Outdoor Power and a Bobcat Compact Excavator in the amount of \$59,290.00 from American Rent-All.

ADOPTED this 16th day of June, 2022.

Frostburg Mayor and Council

BY 
W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator

RESOLUTION 2022-25

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING THE ADDITION OF AN EMPLOYEE TO CITY HALL STAFF.

WHEREAS, from time to time the City has the opportunity to evaluate positions and work load which may demonstrate areas where improvement are needed; and,

WHEREAS, the City Administrator has provided a recommendation to the Council for a staffing change to meet the current workload demands and provide for cross-training.

NOW, THEREFORE, BE IT RESOLVED the Mayor and City Council of the City of Frostburg hereby approves the following:

- Project Manager (new) to manage various grants and various projects and provide assistance to the City Administrator as needed.
- Planner – revise job description to remove general permitting and code enforcement activities, add grant writing
- Permits Clerk/Code Enforcement Offer – revise job description to not include Planning responsibilities.

ADOPTED this 16th day of June, 2022.

Frostburg Mayor and Council

BY



W. Robert Flanigan, Mayor

Attest:



Elizabeth Stahlman, City Administrator

RESOLUTION 2022-26

A RESOLUTION OF THE CITY OF FROSTBURG, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, APPROVING THE TEMPORARY REPEAL OF THE OPEN CONTAINER LAW FOR SUMMER 2022 EVENTS.

WHEREAS, the City temporarily repeals the open container law from time to time for special events downtown; and,

WHEREAS, the City recognizes that flexibility during special events supports attendance of events and the downtown business community.

NOW, THEREFORE, BE IT RESOLVED the Mayor and City Council of the City of Frostburg hereby approves the possession and consumption of alcoholic beverages on Main Street, Broadway and Water Streets provided that no glass containers be carried on the streets or sidewalks and that all other related alcohol and traffic laws and regulations of the State of Maryland and Allegany County be observed by all participants for the following special events:

- Midsummer's Night Event sponsored by FrostburgFirst on June 24 from 5 to 10 pm
- Derby Day sponsored by the Frostburg Elks on July 2 (Rain Date July 4) from 11 am to end of event
- Second Saturday Lemonade Stroll sponsored by FrostburgFirst on July 9 from 11 am to 3 pm

ADOPTED this 16th day of June, 2022.

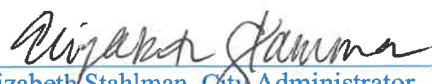
Frostburg Mayor and Council

BY



W. Robert Flanigan, Mayor

Attest:


Elizabeth Stahlman, City Administrator