

# MAYOR AND CITY COUNCIL OF FROSTBURG



*Mayor W. Robert Flanigan*  
*Donald L. Carter, Jr., Commissioner of Finance*  
*Kevin G. Grove, Commissioner of Public Safety*  
*Nina Forsythe, Commissioner of Water, Parks and Recreation*  
*Adam Ritchey, Commissioner of Public Works*

## AGENDA

### MAYOR AND COUNCIL WORK SESSION

Thursday, February 10, 2022 at 3:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

	Page
1. CALL TO ORDER	
2. ROLL CALL	
3. SPECIAL PRESENTATIONS AND REQUESTS	
3.1. Commissioner Jake Shade, <a href="#">Invest Allegany</a>	
3.2. <a href="#">New City Website</a> , Bethany Fife, Planner	
4. COUNCIL MEETING TOPICS	
4.1. Recreation Commission Appointments. Brian Vought, Director of Parks and Recreation	3
<a href="#">City of Frostburg Mail - Recreation Commission Reappointment</a>	
4.2. Frostburg Housing Authority Appointment	
4.3. Potomac Edison Street Lighting Agreement	4 - 5
<a href="#">New Contract for City of Frostburg</a>	
4.4. Public Hearings for Ordinances 2022-1, 2022-2, and 2022-3.	6 - 13
<a href="#">Ordinance 2022-01 Town Gown</a>	
<a href="#">2022-02 B&amp;B &amp; Short-Term Rentals</a>	
<a href="#">2022-03 Historic Pres. Overlay Dist.</a>	
5. DISCUSSION ITEMS	
5.1. Budget Requests, Elaine Jones, CPA, Director of Finance	14 - 17
<a href="#">Dept budget request highlights - FY23</a>	
<a href="#">RE tax rate history</a>	
<a href="#">Utility rate history</a>	
<a href="#">FFD Request</a>	
5.2. ARPA Special Discussion Work Session - Date TBD	
5.3. Project Updates. Laura Beeman, Grants Manager	
<ul style="list-style-type: none"><li>• Frostburg Gateway: Roundabout</li><li>• Accessible Fishing Pier at Piney</li><li>• Transit Hub</li></ul>	
5.4. FCRC Agreement, Nick Costello, Chief of Police	18
<a href="#">Frostburg MOU FY 22 Supervised Visitation Updated</a>	
5.5. 59 E. Main Street - Update. Elizabeth Stahlman, City Administrator	

5.6. City Place Alcohol Waiver: Punks Against Cancer, Bridal Shower

5.7. General Discussion: Mayor and Council

6. ADJOURNMENT

REMINDERS

UPCOMING MEETINGS AND EVENTS

2/10/22, 9:27 AM

City of Frostburg Mail - Recreation Commission Reappointment



Elizabeth Stahlman <estahlman@frostburgcity.org>

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## Recreation Commission Reappointment

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**Brian Vought** <bvought@frostburgcity.org>  
To: Liz Stahlman <estahlman@frostburgcity.org>

Thu, Feb 10, 2022 at 9:24 AM

Liz,

We currently have two Recreation Commission members with expiring terms at the end of February 2022. The members, Bob Stevenson and Christena Kreiling, have both indicated an interest in continuing to serve another 2-year term. So, I would like to submit their names to the Mayor and Council for consideration of another 2-year term on the Recreation Commission at the February 2022 work session.

Thanks!  
Brian

--  
Brian P. Vought  
Director of Parks & Recreation,  
City of Frostburg



ACCOUNT NO.	110089020439
CUSTOMER NAME	Frostburg, City of
DEVELOPMENT NAME	NA
RATE CODE	
WORK REQUEST NO.	Multiple (see below)

### LIGHTING AGREEMENT

This first day of February, 2022, The Potomac Edison Company (hereinafter referred to as the "Company") and the City of Frostburg (hereinafter referred to as the "Customer"), whose mailing address is PO BOX 440 Frostburg MD 21532, for mutual valuable consideration, hereby agree as follows:

1. The Company will supply electric power, furnish, install, group maintain, repair, operate and own outdoor and street lighting facilities, including poles, conductors, guys, fixtures, and other electrical equipment necessary to provide lighting in accordance with the Company's applicable rate schedule. The number and type of lights as well as locations are shown on Exhibit A, attached hereto and made a part hereof, which said Exhibit may be supplemented or amended from time to time by mutual agreement of the parties, and as described as follows:

A final detail of lights included in this contract will be added as an Exhibit at the conclusion of the overall project.

Work Request Numbers: 61145138, 61145146, 61145150, 61145152, 61145155, 61145160.

2. The Customer shall take said lighting service for an initial term of 10 years beginning with the date on which lighting service is first supplied under the terms and conditions of this Agreement, and shall pay for lighting service in accordance with Company's tariff and Rate Schedules(s) LED, as in effect or modified from time to time, except as hereinafter provided.
3. The Customer hereby grants to the Company, free of cost, such easements and rights of way over, under, and upon all streets, alleys, bridges, and other places for the installation and maintenance of said Company owned and/or Company maintained facilities.
4. This Agreement shall continue in force after the initial term thereof until written notice of termination, by registered mail, has been given by either party to the other party not less than one (1) month prior to the desired date of cancellation, unless a longer cancellation notice is required under the applicable rate schedule.
5. The Company will make every reasonable effort to supply the lighting service provided for herein, but it shall not be liable to the Customer for any loss, damage, expense, injury or death, or any claim thereof, resulting from any delay in furnishing, or failure to furnish, said lighting service unless such delay or failure is caused by the sole negligence of the Company. In no event shall the Company be liable for consequential damages to the Customer, its' agents, employees or representatives. The Company assumes no liability for any damage, injury, or loss to private or personal property due to inadequate or improperly designed systems determined or approved by the Customer.
6. This Agreement and Company tariff constitutes the entire contract between the Company and the Customer with respect to the supplying of said lighting service, except as specifically provided herein. No statement, promise or representation made by any employee or agent of the Company shall be binding upon either party hereto unless made in writing and signed by an officer or duly authorized representative of the Company.

7. Both parties hereto agree that the provisions of this Agreement shall be binding not only to the parties hereto, but also upon their heirs, successors or assigns. If the Customer desires to assign the provisions of this Agreement to another party ("Assignee"), the Customer shall, prior to any such assignment becoming effective: (a) obtain an agreement ("Assumption Agreement") from the Assignee in which the Assignee assumes all of the Customer's duties and obligations under this Agreement and (b) provide the Assumption Agreement to the Company.
8. In consideration of the cost to the Company for the facilities and/or equipment provided in addition to that normally employed in rendering street and outdoor lighting service, Customer shall pay the total amount of \$ 0 (ZERO) for said facilities and/or equipment that is in addition to what is provided for in the applicable lighting rate schedule.
9. If the Customer elects to install a special or decorative lighting system which is offered by the Company, in conjunction with the appropriate energy and maintenance rate schedule applicable to the special or decorative lighting system, Customer shall pay the amount of \$ N/A for the equipment and installation of said special or decorative lighting system.

Future costs associated with the maintenance, repair or replacement of the special or decorative lighting system above which is provided for in the applicable lighting rate schedule, or due to vandalism, damage or end of life of the special or decorative lighting system, will be borne by the Customer as a direct payment. At such time that the special or decorative lighting system cannot be reasonably maintained, repaired and/or operated, the Company may discontinue maintenance, repair and/or electric service to such facilities and the respective fee charges for such services shall terminate at that time. The Company will determine end of life and extent of maintenance or repair required.

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

CUSTOMER:

COMPANY:

\_\_\_\_\_  
(SIGNATURE AND DATE)

\_\_\_\_\_  
(SIGNATURE AND DATE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

Municipal Certification (Seal)  
(if applicable)

I, the duly appointed solicitor of the municipal legislative body of \_\_\_\_\_  
certify that all requirements have been met according to law to enter into the above binding agreement  
with \_\_\_\_\_.

\_\_\_\_\_  
(SOLICITOR/AUTHORIZED AGENT)

\_\_\_\_\_  
(DATE)

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**ORDINANCE 2022-01**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG ENTITLED “AN ORDINANCE TO REPEAL AND REENACT ARTICLE 13 OF THE FROSTBURG CODE (2018 EDITION) PERTAINING TO THE CREATION, COMPOSITION, APPOINTMENT, TERMS, AND DUTIES OF THE TOWN AND GOWN COMMITTEE.”**

**WHEREAS**, The City of Frostburg is a municipal corporation of the State of Maryland, organized and operating under a charter adopted in accordance with Article XI-E of the Constitution of Maryland and the Local Government Article of the Annotated Code of Maryland, as amended from time to time;

**WHEREAS**, Article V, Section 502(9) of the City Charter empowers the Mayor and City Council to appoint such boards, commissions and committees as may be necessary for the health, welfare and safety of City residents;

**WHEREAS**, as is set forth in Article 13 of the Frostburg Code, the Mayor and City Council created a Town and Gown Committee to consider programs and policies to foster harmonious relations between City residents and the Frostburg State University community; and

**WHEREAS**, the purpose of this Ordinance is to amend provisions pertaining to the scope of its duties, the individuals who will serve as its members, the applicability of the Maryland Open Meetings Act, and the removal of restrictions on the duration of its existence.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG, MARYLAND**, that Article 13 of the Frostburg Code is hereby repealed and reenacted to read as follows:

Article 13

**TOWN AND GOWN COMMITTEE**

**Sec. 13-1. *Creation of Town and Gown Committee; purposes, duties.***

A Town and Gown Committee (referred to in this article as the “Committee”) is hereby established for the purpose of advising the Mayor and City Council on matters concerning the relationship between the City and Frostburg State University. In carrying out its purpose, the Committee may make recommendations to the Mayor and City Council regarding:

- (i) Programs and policies to improve the relations between City residents and the University community;
- (ii) Projects or programs to enhance the community of Frostburg; and

- 
- (iii) Other tasks consistent with the purpose of the Committee.

**Sec. 13-2. *Composition; rules of procedure.***

(a) *Composition.* The Committee shall consist of five (5) members: the Mayor, the Chief of the Police Department or the Chief's designee, the President of Frostburg State University or the President's designee, a representative from the Frostburg State University Student Government Association, and a representative from the Frostburg Community Coalition.

(b) *Rules of procedure.* The Committee may establish its own rules of procedure. At each meeting, or less frequently if its rules allow, the Committee shall select a chairperson from its membership to preside over the meeting.

**Sec. 13-3. Meetings.**

The Committee shall hold meetings in March and October of each year. It may schedule additional meetings upon the agreement of a majority of its members. The meetings are open meetings, subject to the terms of the Maryland Open Meetings Act, including, but not limited to, those applicable to advance notice of such meetings and the conduct thereof.

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

MAYOR AND CITY COUNCIL OF  
FROSTBURG

By: \_\_\_\_\_  
W. Robert Flanigan, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Stahlman, City Administrator

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## **FOR INFORMATION PURPOSES ONLY FORMER VERSION OF ARTICLE 13**

### **Article 13 TOWN AND GOWN COMMITTEE**

#### **Sec. 13-1. Creation of Town and Gown Committee; purposes, duties.**

A Town and Gown committee (referred to in this article as the "Committee") is hereby established for the purpose of advising the Mayor and City Council on matters concerning the relationship between the City and Frostburg State University. In carrying out its purpose, the Committee may make recommendations to the Mayor and City Council regarding:

- (1) Programs and policies to limit the impact of off-campus student housing on non-student residents;
- (2) Programs and policies to improve the relations between City residents and the university community;
- (3) Other projects and tasks consistent with the purpose of the Committee.

( Ord. No. 2018-06, § 1, 1-17-2019 )

#### **Sec. 13-2. Composition; terms; rules of procedure.**

- (a) *Composition.* The Committee shall consist of five (5) members. A representative from the Mayor and City Council shall serve on the Committee. The Chief of the Police Department shall appoint a police officer to serve on the Committee. The President of Frostburg State University, the Frostburg State University Student Government Association, and the Frostburg Community Coalition shall each appoint one (1) member to represent the interests of their respective organizations.
- (b) *Terms.* The initial members of the Committee shall serve from the date of their appointment (as soon as practicable following the effective date of this article) through May 15, 2019. Thereafter, the members shall serve for one-year terms. In the case of a vacancy, an appointment to fill the unexpired term shall be made as soon as practicable.
- (c) *Rules of procedure.* The Committee may establish its own rules of procedure. At each meeting, or less frequently if its rules allow, the Committee shall select a chairperson from its membership to preside over the meeting.

( Ord. No. 2018-06, § 1, 1-17-2019 )

#### **Sec. 13-3. Meetings.**

The Committee shall hold meetings in March and October of each year. It may schedule additional meetings upon the agreement of a majority of its members.

( Ord. No. 2018-06, § 1, 1-17-2019 )

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**Sec. 13-4. Sunset.**

Three (3) years from the date of the approval of this article, the Mayor and City Council shall review the activities of the Committee in order to ascertain whether to retain this article as a part of the Code. Subsequent reviews shall occur every three (3) years thereafter.

( Ord. No. 2018-06, § 1, 1-17-2019

## **ORDINANCE 2022-02**

**AN ORDINANCE TO REPEAL AND REENACT SECTION 8.4 OF THE CITY ZONING ORDINANCE (APPENDIX A OF THE FROSTBURG CODE) FOR THE PURPOSE OF (I) ESTABLISHING A SHORT-TERM VACATION RENTAL USE SO AS TO DISTINGUISH SUCH USE FROM A BED AND BREAKFAST USE, (II) REVISING THE STANDARDS APPLICABLE TO BED AND BREAKFASTS, (III) ESTABLISHING STANDARDS AND REQUIREMENTS APPLICABLE TO SHORT-TERM VACATION RENTALS; (IV) ESTABLISHING OTHER STANDARDS AND CRITERIA APPLICABLE TO SHORT-TERM VACATION RENTALS; TO AMEND SECTION 2.1 OF THE ZONING ORDINANCE TO REVISE THE DEFINITION FOR BED AND BREAKFASTS AND ESTABLISH A DEFINITION FOR SHORT-TERM VACATION RENTALS; TO AMEND THE PRIMARY DISTRICT REGULATIONS IN PART 3 OF THE ZONING ORDINANCE TO IDENTIFY THE ZONING DISTRICTS SHORT-TERM VACATION RENTALS ARE PERMITTED AS A MATTER OF RIGHT OR BY SPECIAL EXCEPTION; AND TO AMEND SECTION 6.12 OF THE ZONING ORDINANCE TO SET FORTH PARKING REQUIREMENTS APPLICABLE TO SHORT-TERM VACATION RENTALS.**

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

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

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

**WHEREAS**, the Department of Community Development proposed changes for the purposes set forth in the title to this Ordinance.

**WHEREAS**, the Department of Community Development proposed these changes due to the growing markets for the rental of entire homes or portions thereof for short-term rental, such as those advertised on-line through Airbnb, Flipkey, Home Away, and VRBO. For zoning purposes, the City treated short-term vacation rentals as bed and breakfasts even though they are different uses. Staff recognized that the traditional bed and breakfast model was not intended to accommodate short-term vacation rentals and that the Code should be amended so as to separately regulate such uses.

**WHEREAS**, the Frostburg Planning Commission reviewed the proposed text changes during its Wednesday, January 12, 2022, public meeting and voted to recommend that the Mayor and Council adopt them.

**WHEREAS**, this Ordinance implements the Planning Commission’s proposals, subject to minor changes correcting non-substantive grammatical and typographical errors and otherwise adjusting the recommended language.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG** that section 4.1 of the Zoning Ordinance is repealed and reenacted to read as is set forth in the Exhibit A attached hereto. [NOTE: Exhibit B is a text edited version of Section 4.1 which shows the change made to its terms.]

**SECTION 2: BE IT FURTHER ORDAINED** that the definition of *bed and breakfast* set forth in Section 2.1 of the Zoning Ordinance is deleted and replaced with the following language:

*Bed and Breakfast:* A private owner-occupied, single-family detached residential dwelling containing as the primary use, an aggregate of lodging rooms offered for rent with breakfast service to transient guests within a setting reflecting a residential rather than commercial character.

**SECTION 3: BE IT FURTHER ORDAINED** that Section 2.1 of the Zoning Ordinance is amended by adding a definition for *short-term vacation rental* which shall read as follows:

*Short Term Vacation Rental:* A dwelling unit in which the entire unit or separate portions thereof is available for rent for periods of less than forty-five (45) consecutive days to transient guests. A short-term vacation rental shall conform to all applicable requirements set forth in the short-term vacation rental regulations set forth in Section 8.4 of the Zoning Ordinance.

**SECTION 4: BE IT FURTHER ORDAINED** that the primary district regulations set forth in Part 3 of the Zoning Ordinance are amended as follows:

**§ 3.2. “R2” Neighborhood Residential District**

- Add short term vacation rentals as a use permitted by special exception

**§ 3.3. “R2-A” Town Residential District**

- Add short term vacation rentals as a principal permitted use

**§ 3.4. “R3” General Residential District**

- Add short term vacation rentals as a principal permitted use

**§ 3.5. “R4” Gateway Residential District**

- Add short term vacation rentals as a use permitted by special exception

**§ 3.6. “RO” Residential Office District**

- Add short term vacation rentals as a principal permitted use

**§ 3.7. “C1” University Corridor/Mixed-Use District**

- Add short term vacation rentals as a principal permitted use

**§ 3.8. “C2” Highway Commercial District**

- Add short term vacation rentals as a principal permitted use

**§ 3.9. “C3” Town Center District**

- Add short term vacation rentals as a principal permitted use

The Use Regulations Table set forth at the beginning of Part 3 of the Zoning Ordinance shall be amended consistent with the foregoing terms of this section of this Ordinance,

**SECTION 5: BE IT FURTHER ORDAINED** that the off-street parking requirements of Section 6.12 of the Zoning Ordinance are amended by adding short-term vacation rentals to the residential portion of the table in section 6.12.A.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Introduced: \_\_\_\_\_  
 1<sup>st</sup> Hearing: \_\_\_\_\_  
 Adopted: \_\_\_\_\_  
 Effective: \_\_\_\_\_

MAYOR AND CITY COUNCIL OF FROSTBURG

By: \_\_\_\_\_  
 W. Robert Flanigan, Mayor

ATTEST:

\_\_\_\_\_  
 Elizabeth Stahlman, City Administrator

**ORDINANCE 2022-03**

**AN ORDINANCE TO AMEND THE CITY’S ZONING ORDINANCE TO MAKE CHANGES TO SECTION 4.1 OF THE ZONING ORDINANCE PERTAINING TO THE HISTORIC PRESERVATION DISTRICT FOR THE PURPOSE OF REVISING CERTAIN TEXT AND ADDING DEFINITIONS FOR THE SAKE OF CONSISTENCY AND CLARITY.**

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

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

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

**WHEREAS**, the Department of Community Development proposed changes to the Zoning Ordinance to revise text and add definitions for the sake of consistency and in order to clarify section 4.1 related to the Historic Preservation District; and,

**WHEREAS**, the Frostburg Planning Commission reviewed the proposed text changes during its Wednesday, January 12, 2022 public meeting and voted to recommend to the Mayor and Council that it adopt the proposed text changes.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF FROSTBURG** that section 4.1 of the Zoning Ordinance is amended to read as is set forth in the Exhibit A attached hereto. [NOTE: Exhibit B is a text edited version of Section 4.1 which shows the change made to its terms.]

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Introduced: \_\_\_\_\_  
1<sup>st</sup> Hearing: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Effective: \_\_\_\_\_

MAYOR AND CITY COUNCIL OF FROSTBURG

by: \_\_\_\_\_  
W. Robert Flanigan, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth Stahlman, City Administrator

**CITY OF FROSTBURG**  
**DEPARTMENTAL BUDGET REQUESTS – FY23**

Highlights of the departmental requests:

- Salary increase for Mayor and Council
- Roundabout construction
- Downtown parking lot
- Continuation of Enterprise fleet lease agreement with vehicle additions
- Online e-check fees
- Staff training and travel for rental housing and code enforcement staff
- Comprehensive Plan consultant
- New account line items to separate City Place expenses from other buildings
- Bobcat skid-steer (Street)
- Roof repairs (Street and Water departments)
- Engineering costs for salt dome building
- Significant increase in paving
- Recreation – one additional year-round full-time staff and reduce seasonal staff
- Full system upgrade at Water Treatment Plant
- Other water system ARPA projects
- Centennial Pump Station completion
- Other sewer system ARPA projects
- CSO Phase 9C and 10A

**City of Frostburg**  
**Real Estate Tax Rate History**

<b>Fiscal Year</b>		<b>Assessable Base **</b>	<b>Constant Yield</b>	<b>Proposed Rate</b>	<b>Rate Change</b>	<b>% Change</b>
2021/22	\$	354,958,908	0.6680	0.7000	0.0200	2.9%
2020/21		341,582,113	0.6547	0.6800	0.0200	3.0%
2019/20		339,723,161	0.6534	0.6600	-	0.0%
2018/19		336,651,970	0.6529	0.6600	-	0.0%
2017/18		339,641,516	0.6430	0.6600	0.0200	3.1%
2016/17		340,216,442	0.6157	0.6400	0.0200	3.2%
2015/16		337,974,445	0.5774	0.6200	0.0380	6.5%
2014/15		335,626,422	0.5820	0.5820	0.0155	2.7%
2013/14		346,088,588	0.5611	0.5665	-	0.0%
2012/13		342,226,805	0.5643	0.5665	-	0.0%
2011/12		332,417,238	0.5665	0.5665	0.0165	3.0%
2010/11		337,777,522	0.5118	0.5500	-	0.0%
2009/10		309,548,704	0.5096	0.5500	-	0.0%
2008/09		276,860,620	0.4949	0.5500	-	0.0%
2007/08		242,116,056	0.5299	0.5500	-	0.0%
2006/07		228,972,251	0.5270	0.5500		

\*\* Assessable Base as stated in the Constant Yield Tax Rate Certification  
 Actual assessable base as of July 1 may differ from the Constant Yield Certification.

**CITY OF FROSTBURG  
WATER AND SEWER RATE HISTORY  
FOR YEARS AFTER THE PSC RULING**

	WATER				
	City		Outside		County
	Under 50K	Over 50K	Under 50K	Over 50K	
FY 21/22	5.80	11.10	8.70	16.65	3.97
FY 20/21	5.80	11.10	8.70	16.65	3.36
FY 19/20	4.50	10.13	6.75	15.19	3.36
FY 18/19	4.25	10.13	6.38	15.19	3.36
FY 17/18	3.98	10.13	5.98	15.19	2.68
FY 16/17	3.98	10.13	5.98	15.19	2.68
FY 15/16	3.98	10.13	5.98	15.19	2.68
FY 14/15	2.95	7.50	4.43	11.25	3.07
FY 13/14	2.95	7.50	4.43	11.25	3.07
FY 12/13	2.95	7.50	4.43	11.25	3.07
FY 11/12	2.95	7.50	8.00	8.00	3.06
FY 10/11	2.95	7.50	8.00	8.00	3.06
FY 09/10	2.95	7.50	8.00	8.00	3.06
FY 08/09	2.95	7.50	8.00	8.00	2.71
FY 07/08	2.95	7.50	8.00	8.00	2.71

SEWER	
City	
Under 50K	Over 50K
11.80	15.25
11.80	15.25
9.70	14.00
9.70	14.00
9.50	14.00
9.50	14.00
6.15	12.99
5.30	11.20
5.30	11.20
5.30	11.20
4.60	9.75
4.60	9.75
4.60	9.75
4.60	9.75
4.60	9.75

Company 16  
P.O. Box 461  
Frostburg, MD 21532  
Phone: 301.689.8444  
Fax: 301.689.2938  
frostburgfd@frostburgfd.com



Nicholas D. Green  
*Fire Chief*  
Todd W. Logsdon  
*President*  
Robert A. Taylor  
*Head Trustee*

## FROSTBURG FIRE DEPARTMENT NO. 1

25 January 2022

Kevin Grove, Commissioner of Public Safety  
City of Frostburg  
37 Broadway  
Frostburg, MD 21532

RE: City Budget Line Item Reinstatement

Good afternoon Commissioner,

As you are aware, the City of Frostburg and the Frostburg Fire Department (FFD) came to an agreement in 2016 where the FFD requested, and was approved for a special "0.1 per \$1,000 of the property tax" to be used for future apparatus purchases. The increase was included in the 2016-'17 City Budget and quarterly installments were included with our quarterly appropriation payments.

The last quarterly payment of this special tax was received in April of 2020. The FFD was then informed that this appropriation was removed from the 2020-'21 budget, which extended into 2021-'22 due to concerns related to the COVID-19 pandemic. To date, the loss to the FFD totals \$61,250.

In conjunction with your recommendation at the January 13, 2022 Council Work Session to "find a way to get funds back for the FFD for their apparatus needs," we are formally requesting that the previous agreement of 1% property tax income being distributed to the FFD, be reinstated and added to the City's 2022-'23 budget.

If you have any questions or need any further information, please do not hesitate to reach out to me at [tlogsdon@frostburgfd.com](mailto:tlogsdon@frostburgfd.com) or 301.697.5036.

Respectfully,

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Todd W. Logsdon  
President

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Dayne L. Lancaster  
Treasurer

**OUR DEEDS OUR REWARD**

75 S. Water Street (Price Station) | 298 E. Main Street (Station 2) | [www.frostburgfd.com](http://www.frostburgfd.com)

**Memorandum of Understanding**  
**Between**  
**FAMILY CRISIS RESOURCE CENTER, INC.**  
146 Bedford Street  
Cumberland, Maryland 21502  
and  
**CITY OF FROSTBURG**  
37 South Broadway  
Frostburg, Maryland 21532

**This Memorandum of Understanding replaces the previous agreement signed on October 30, 2020.**

**Family Crisis Resource Center, Inc. (FCRC)** agrees to pay the **City of Frostburg** to provide security for supervised visitation and exchange, with annual renewal contingent upon FCRC's ability to secure adequate funding. This is a cost-reimbursement contract that provides for payment to the vendor of an agreed fixed amount as follows:

1. Overtime hours not to exceed \$19,291.50. Beginning February 1, 2022, officers will receive four (4) hours of overtime pay up to four (4) hours of work. If the officer is present longer than four (4) hours, reimbursement will be for the total number of hours worked. If the visit(s) are cancelled, the officer will receive four (4) hours of overtime pay, regardless of the time of cancellation.

**City of Frostburg** agrees to provide the following law enforcement services:

1. Security during supervised visits and exchanges for FCRC's Allegany Safe Haven Program. As a sub-contractor, **City of Frostburg** agrees to submit reports and invoices (including overtime vouchers and receipts) for the above stated services monthly. The deadline for the monthly reports and invoices is the 10<sup>th</sup> of the following month. For example, the invoice for law enforcement services for December needs to be submitted to **FCRC** by January 10<sup>th</sup>.

**FCRC** agrees to remit reimbursement on a monthly basis after the above services are rendered and related reports/invoices are submitted, based on actual costs, not to exceed the above budgeted amount of \$19,291.50. FCRC agrees to notify the City of Frostburg annually, and in advance of any reimbursable activity, of any change to the maximum budget.

**This agreement is in effect upon completion of signature, automatically renewed every 365 days, and may be dissolved with 30 days written notice provided by either party.**

\_\_\_\_\_  
Chief Nicholas J. Costello      Date  
Frostburg Police Department

\_\_\_\_\_  
Sarah L. Kaiser, MS      Date  
Executive Director  
Family Crisis Resource Center, Inc