AUDIT AND FINANCE COMMITTEE MEETS AT 6:00PM

# TOWN COUNCIL REGULAR WORK SESSION
## Monday, November 10, 2025 @ 7:00PM
## Town Hall Conference Room

View meeting online LIVE at https://www.frontroyalva.com/673/Town-Hall-Live

1. Roll Call

2. NEW BUSINESS
   A. Purchase of Copier/Printer Equipment, Lease, and Service for the Town– *Michelle Campbell*
   B. Microsoft User Volume Licensing Renewal – *Michelle Campbell*
   C. Zoning Enforcement Budget Transfer – *Joe Petty*

3. CLOSED MEETING

4. Adjourn

# COUNCIL REGULAR WORK SESSION
# AGENDA STATEMENT

## Meeting Date: November 10, 2025 Item# 02A

**Agenda Item:** Purchase of Copier/Printer Equipment, Lease, and Service for the Town

**Summary:** Council is requested to approve the transition of the Town's current fleet of fourteen (14) leased multifunction copier/printer equipment to DDL Business Systems of Winchester, Virginia.

The final lease of the Town's existing multifunction printer (MFP) units expires in December 2025, at which time new equipment and a new lease agreement are needed. On October 1, 2025, staff received a proposal from DDL Business Systems to lease fourteen (14) Toshiba multifunction printers for a sixty (60) month term, at a monthly cost of $2,761.53. The Town's current fleet includes only five (5) color-capable devices; the proposed agreement will increase this to thirteen (13) color-capable units, improving flexibility and service capacity across departments.

The new lease will include the cost of all toner, parts, service, staples, lifetime training, 4-hour guarantee response time, preventive maintenance, free loaner if a machine is down more than a day, toner cartridge recycling program, and remote monitoring services to include meter readings, low toner, and error codes.

This procurement will utilize a Cooperative Contract through Toshiba and OMNIA Partners, Contract #R241204 with Region 4 Education Service Center, which provides nationally negotiated pricing for public agencies.

Future funds will be budgeted over the sixty (60) month term in the Information Technology, Maintenance Service Contract, as follows:

| Year | Lease & Service Fees |
|---|---|
| Year 1 | $ 33,138.36 |
| Year 2 | $ 33,138.36 |
| Year 3 | $ 33,138.36 |
| Year 4 | $ 33,138.36 |
| Year 5 | $ 33,138.36 |
| Total: | $165,691.80 |

**Budget/Funding**: Funds for the first year of the lease are available in the following line item:

1204-43005 Information Technology – Maint. Srvc. Contract $33,138.36 (Year 1)

**Staff Recommendation:** Staff recommends to approve as presented.

# TOWN OF FRONT ROYAL – INFORMATION TECHNOLOGY DEPARTMENT

## MEMO OF RECOMMENDATION: TRANSITION FROM RICOH TO DDL BUSINESS SYSTEMS (FINAL REVISED 11/5/2025)

To: Joe Petty, Town Manager

From: Charles Hutchings, IT Director

Date: November 5, 2025

Subject: Recommendation to Switch Copier Vendor from Ricoh to DDL Business Systems (Revised Proposal)

### Overview

Following review of the current copier service invoices from Ricoh USA and comparison with the Final Revised Proposal from DDL Business Systems (Toshiba & Omnia Partners) dated November 5, 2025, I recommend the Town of Front Royal proceed with transitioning copier and multifunction device (MFP) services from Ricoh to DDL. The DDL plan provides superior value, greater functionality, and enhanced support at a substantially reduced cost.

### Current Ricoh Costs

Invoices reviewed for October–November 2025 show a total monthly cost of approximately $3,624, including: Invoice 109581828 ($1,193.64), Invoice 109581825 ($194.34), and Invoice 109583177 ($2,235.87). These reflect ongoing lease renewals and service coverage without improvements in uptime, technology, or cloud integration.

### Proposed DDL (Toshiba) Solution

The revised DDL proposal, provided through the Omnia Partners cooperative purchasing contract, replaces all Ricoh units with Toshiba e-STUDIO color and monochrome MFPs. The

new configuration includes devices tailored for each department—Finance, Clerk, HR, Planning, Public Works, and Police—with Microsoft 365 integration, encrypted storage, and fast duplex scanning. All installation, training, toner, parts, and service are fully included under the 60-month lease term.

Key replacements include: Toshiba Estudio4525ac (Town Clerk, Manager, Attorney & HR), Estudio3025ac (Planning & Zoning, Public Works, and Water Treatment), Estudio5525ac (Finance Back Office), Estudio5528a (Finance Front Office), and Estudio400/2525ac units for Police, Energy Services, and Waste Water facilities. All units offer 1200x1200 DPI resolution, secure SSDs, and connectivity to OneDrive, SharePoint, and Exchange Online.

## Financial Comparison

| Item | Ricoh (Current) | DDL/Toshiba 60-Month Lease | Monthly Savings |
|---|---|---|---|
| Total Monthly Spend | $3,624.00 | $2,761.53 | $862.47 |
| Annual Spend | $43,488.00 | $33,138.36 | $10,349.64 |
| Lease Payoff by DDL | — | Up to $4,750 | Included |
| Devices Covered | 13 Ricoh Units | 14 Toshiba e-STUDIO Units | Enhanced Coverage |

## DDL Service Advantages

- 4-hour on-site response time guarantee
- 24-hour uptime or free loaner equipment
- Lifetime user training and support
- Full toner, parts, and staple supply coverage
- Remote Monitoring Service (RMS) for meter reads, toner levels, and errors
- Free return shipping for all existing Ricoh equipment upon transition
- Green Initiative toner recycling program

## Operational Impact

The transition to DDL Business Systems will improve print management efficiency, reduce IT intervention, and provide consistent service-level compliance. The Toshiba equipment line supports the Town's ongoing shift to Microsoft 365 cloud systems, improving scan-to-email and document-sharing capabilities. The proposed units are faster, more energy-efficient, and better suited for the Town's departmental workloads.

## Recommendation

Based on the cost reduction, service enhancements, and technology improvements, I recommend the Town of Front Royal approve the Final Revised DDL Business Systems proposal dated November 5, 2025, under the Omnia Partners cooperative contract. The 60-month term provides stable pricing, enhanced performance, and an annual savings exceeding $10,000 while ensuring continuity of operations and simplified vendor management.

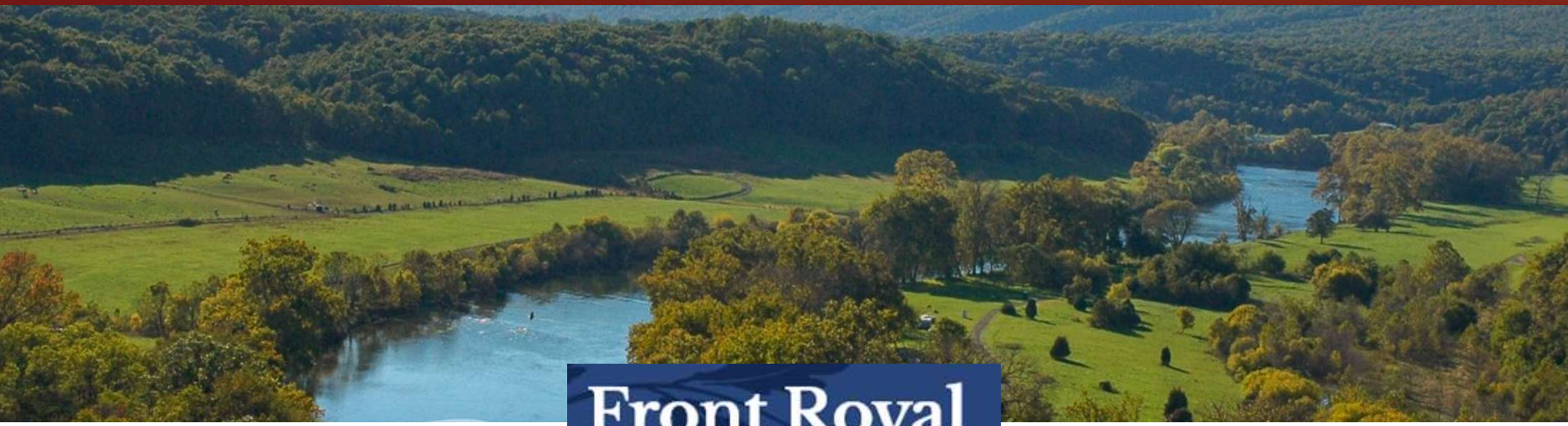
Prepared by:

Charles Hutchings
Information Technology Director
Town of Front Royal, Virginia

DDL Business Systems, LLC

DOCUMENT SOLUTION

# PROPOSAL FOR




PRESENTED BY

## Casie Winn

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# ABOUT **US**

**DDL Business Systems** has been working with business clients in the Shenandoah Valley area since 1997 and helping them choose the right copiers, printers and other office technology. DDL Business Systems has been able to maintain over a **95% retention rate with our customers.** We strive to provide the best value for your money to solve your office technology issues!

Today's challenges have small businesses, local and state governments and churches all trying to reduce costs without sacrificing productivity. With today's copiers and printers that include both hardware and software, there is a myriad of different solutions to choose from.

DDL Business Systems takes an in-depth approach to analyzing each client's needs. By consulting with our clients and analyzing their office technology needs, **we are able to provide specialized solutions that support their business.**

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OMNIA® PARTNERS

Power. Access. Trust.

# TOSHIBA AND OMNIA PARTNERS, PUBLIC SECTOR JOIN TO PROVIDE AWARD-WINNING PRODUCTS & SERVICES

Save time and money with Toshiba America Business Solutions, Inc. and OMNIA Partners. Together they provide a cost effective solution for all your printing and document management needs. Toshiba was awarded a national cooperative contract by Region 4 Education Service Center. Through Contract **#R241204**, public municipalities and academic institutions nation-wide may now purchase Toshiba's award-winning Managed Print Services and save on all business solutions needs.

## BENEFITS

- No cost to participate
- No minimum purchase requirements
- Competitively bid discount pricing no formal bid required
- Award-winning Toshiba products and services
- Local support from qualified dealers

## WHO CAN PARTICIPATE?

- City/Local Government
- Count Government
- State Government
- Nonprofits
- Public, Private, Secondary, Higher Education Institutions and Systems Special Districts
- Any agency that exists for public benefit

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# OUR AWARD-WINNING LINE UP

## OVERALL

**Toshiba:**

| | |
|---|---|
| Better Buys | 2020 Q4 Editor's Choice Award |
| Keypoint Intelligence-Buyers Lab | BLI PaceSetter 2020–2021 in Logistics |

**Lexmark:**

| | |
|---|---|
| Institute of Scrap Recycling Industries (ISRI) | 2020 Design for Recycling® (DFR) Award |
| Keypoint Intelligence-Buyers Lab | Summer 2020 Printer/MFP Pick Award |
| Better Buys | 2020 Editor's Choice Award: Lexmark MB3442adw |
| PCMag.com | Editors' Choice Award |
| Keypoint Intelligence-Buyers Lab | BLI Summer 2020 Printer/MFP Pick award |
| Keypoint Intelligence-Buyers Lab | BLI PaceSetter 2020–2021 in Manufacturing |
| Keypoint Intelligence-Buyers Lab | 2019 Printer/MFP Line of the Year Award |





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# OUR TECHNOLOGY PARTNERS

## MULTI FUNCTION DEVICES:

TOSHIBA

Lexmark™

EPSON®
EXCEED YOUR VISION

## SOFTWARE / Unified Communications

PaperVision®
BY DIGITECH SYSTEMS, LLC

PaperCut

PRINT AUDIT
The Print Management Company

Drive

Office 365

Dropbox

## VoIP

nextiva

FirstComm
Stay Unified. Stay Secure. Stay Connected

ZULTYS

TPX

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# DDL **ADDED VALUE SERVICES**



- **All Setup, Installation and Training** on Included
- **Includes** all Toner, Parts and Onsite Service and Staples
- **Life-Time Training** Included
- **4-Hour** Guarantee Response Time (not including PMs)
- **24-Uptime Guarantee** or Free Loaner Provided
- **DDL Total Quality Commitment Guarantee** for Life of the Contract
- **DDL's Green Initiative Free** Close-the-Loop Toner Cartridge Recycling Program
- **DDL's Remoting Monitoring Service** RMS for Meter Readings, Low Toner and Error Codes
- **DDL will ship back** customer's current copier back to the leasing company at no charge

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# Toshiba Estudio4525ac 45-PPM Color MFP Systems to Replace Ricoh IMC5000 for Town Clerk Manager, Attorney & HR




## Functions and Benefits:

- 45-PPM  Color Printing and Copying Speed/Productive Speed for the Office
- 1200 x 1200 DPI Print Resolution for Crisp Vivid Images
- Single-Pass Duplex Scanning 240-IPM/Straight Paper Path Less Jams
- 4-500 Sheet & 100-Bypass Feeders/Handles all Standard and Customer Sizes & Stand
- Walk-up and PC Fax
- Mobile Print & Scan w/Ebridge App/For mobile Android and Apple Devices
- Google Print and Scan to Google Drive
- Network Print and Scan-to-File/Email/USB
- 140-Lbs Index Stock Two-Sided Printing from Paper Tray
- Ebridge Connector to Microsoft OneDrive, Sharepoint & Exchange Online

THE INFORMATION CONTAINED IS CONFIDENTIAL & PROPRIETARY

# Toshiba Estudio3025ac 30-PPM Color MFP Systems to Replace Ricoh IMC3000 for Planning & Zoning, Public Works & Water Treatment Plant




## Functions and Benefits:

- 30-PPM  Color Printing and Copying Speed/Productive Speed for the Office
- 1200 x 1200 DPI Print Resolution for Crisp Vivid Images
- Single-Pass Duplex Scanning 240-IPM/Straight Paper Path Less Jams
- 4-500 Sheet & 100-Bypass Feeders/Handles all Standard and Customer Sizes & Stand
- Internal 2/3 Hole Punch and Stapler Finisher
- Walk-up and PC Fax
- Mobile Print & Scan w/Ebridge App/For mobile Android and Apple Devices
- Google Print and Scan to Google Drive
- Network Print and Scan-to-File/Email/USB
- 140-Lbs Index Stock Two-Sided Printing from Paper Tray
- Ebridge Connector to Microsoft OneDrive, Sharepoint & Exchange Online

THE INFORMATION CONTAINED IS CONFIDENTIAL & PROPRIETARY

# Toshiba Estudio5525ac 55-PPM Color MFP Systems to Replace Ricoh IMC5000 for Finance Office Back Office




## Functions and Benefits:

- 55-PPM  Color Printing and Copying Speed/Productive Speed for the Office
- 1200 x 1200 DPI Print Resolution for Crisp Vivid Images
- Single-Pass Duplex Scanning 240-IPM/Straight Paper Path Less Jams
- 4-500 Sheet & 100-Bypass Feeders/Handles all Standard and Customer Sizes & Stand
- 2/3 Hole Punch and 65-Page Console Stapler Finisher
- Walk-up and PC Fax
- Mobile Print & Scan w/Ebridge App/For mobile Android and Apple Devices
- Google Print and Scan to Google Drive
- Network Print and Scan-to-File/Email/USB
- 140-Lbs Index Stock Two-Sided Printing from Paper Tray
- Ebridge Connector to Microsoft OneDrive, Sharepoint & Exchange Online

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# Toshiba Estudio5528a 55-PPM B&W MFP Systems to Replace Ricoh MP5055SP for Finance Office Front Office




## Functions and Benefits:

- 55-PPM  B&W Printing and Copying Speed/Productive Speed for the Office
- 1200 x 1200 DPI Print Resolution for Crisp Vivid Images
- Single-Pass Duplex Scanning 240-IPM/Straight Paper Path Less Jams
- 4-500 Sheet & 100-Bypass Feeders/Handles all Standard and Customer Sizes & Stand
- 2/3 Hole Punch and 65-Page Console Stapler Finisher
- Walk-up and PC Fax
- Mobile Print & Scan w/Ebridge App/For mobile Android and Apple Devices
- Google Print and Scan to Google Drive
- Network Print and Scan-to-File/Email/USB
- 140-Lbs Index Stock Two-Sided Printing from Paper Tray
- Ebridge Connector to Microsoft OneDrive, Sharepoint & Exchange Online

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# Toshiba Estudio2525ac 25-PPM Color Systems Energy Service Office, Front Royal Police Dept CID & Patrol




## Functions and Benefits:

- 25-PPM  Color Printing and Copying Speed/Productive Speed for the Office
- 1200 x 1200 DPI Print Resolution for Crisp Vivid Images
- Single-Pass Duplex Scanning 240-IPM/Straight Paper Path Less Jams
- 2-500 Sheet & 100-Bypass Feeders/Handles all Standard and Customer Sizes & Stand
- 250-SSD Encrypted Hard Drive
- Mobile Print & Scan w/Ebridge App/For mobile Android and Apple Devices
- Google Print and Scan to Google Drive
- Network Print and Scan-to-File/Email/USB
- 140-Lbs Index Stock Two-Sided Printing from Paper Tray
- Ebridge Connector to Microsoft OneDrive, Sharepoint & Exchange Online

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# Color Toshiba Estudio400 42-PPM for Police Dept Admin, Evidence, Record FIOA, Dispatch & Waste Water Plant




## Functions and Benefits:

- 42-PPM  Color Printing and Copying Speed/Productive Speed for the Office
- 1200 x 1200 DPI Print Resolution for Crisp Vivid Images
- Single-Pass Duplex Scanning 240-IPM/Straight Paper Path Less Jams
- 2-500 Sheet & 100-Bypass Feeders/Handles all Standard and Customer Sizes & Stand
- 250-SSD Encrypted Hard Drive
- Mobile Print & Scan w/Ebridge App/For mobile Android and Apple Devices
- Google Print and Scan to Google Drive
- Network Print and Scan-to-File/Email/USB
- 140-Lbs Index Stock Two-Sided Printing from Paper Tray
- Ebridge Connector to Microsoft OneDrive, Sharepoint & Exchange Online

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DDL Business Systems, LLC

# FINANCIALS

## Current Financial Scenario

| Machine # | Department | Current Model | Device Type | B&W/Color | Copies Per Minute | *Average Monthly Volume | | Lease with Service Included | Copies/Prints Included | | Total Monthly Spend Lease & |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | B&W | Color | | B&W | Color | |
| 1 | Town Clerk Manager, Attorney & HR | Ricoh IMC5000 | Console | B&W | 50 | 3,251 | | $ 1,172.80 | 5,999,994 | | $ 1,172.80 |
| 2 | Planning & Zoning | Ricoh IMC3000 | Console | Color | 30 | 1,040 | 2,644 | Included | 5,999,994 | $ 153.35 | $ 153.35 |
| 3 | Public Works | Ricoh IMC3000 | Console | Color | 30 | 975 | 910 | Included | 5,999,994 | $ 52.78 | $ 52.78 |
| | | | | | | | | | | | |
| 4 | Finance Office Back Office | Ricoh IMC6000 | Console | Color | 50 | 2,427 | 8,646 | $ 957.02 | 5,999,994 | $ 501.47 | $ 1,458.49 |
| 5 | Finance Office Front Office | Ricoh MP5055SP | Console | B&W | 25 | 9,708 | | Included | 5,999,994 | | |
| 6 | Town Clerk, Manager & Attorney | Ricoh IMC2500 | Console | Color | 25 | 780 | 2,232 | Included | 5,999,994 | $ 129.46 | $ 129.46 |
| 7 | Energy Service Main Office | Ricoh IMC2500 | Console | Color | 42 | 368 | 347 | Included | 5,999,994 | $ 20.13 | $ 20.13 |
| 8 | Front Royal Police Department - CID | Ricoh MP2555SP | Console | B&W | 25 | 1,040 | | Included | 5,999,994 | | $ - |
| 9 | Front Royal Police Department - Administration | Ricoh IM430F | Desktop | B&W | 45 | 910 | | Included | 5,999,994 | | $ - |
| 10 | Front Royal Police Department - Patrol | Ricoh MP2555SP | Console | B&W | 25 | 2,579 | | Included | 5,999,994 | | $ - |
| | | | | | | | | | | | |
| 11 | Front Royal Police Department -Evidence | Ricoh MP402SPF | Desktop | B&W | 42 | 173 | | $ 194.34 | 2,999,997 | | $ - |
| 12 | Front Royal Police Department - CID | Ricoh MP402SPF | Desktop | B&W | 42 | 195 | | Included | 2,999,997 | | $ - |
| 13 | Front Royal Police Department - Dispatch | Ricoh MP402SPF | Desktop | B&W | 42 | 997 | | Included | 2,999,997 | | $ - |
| | | | | | | | | | | | |
| 14 | Waste Water Plant | Ricoh IM430F | Desktop | B&W | 42 | 433 | | $ 71.87 | 999,999 | | $ 71.87 |
| | | | | | Monthly Average | **24876** | **14779** | $ 2,396.03 | | | **$ 3,058.87** |

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DDL Business Systems, LLC

# FINANCIALS

## Monthly Investment Program with Omnia Partners GPO

| Machine # | Department | Current Model | Device Type | Recommended Equipment | B&W/Color | Device Type | Copies Per Minute | 60-Month FMV Lease | *Average Monthly | | Monthly Savings 60 Month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | B&W | Color | |
| 1 | Town Clerk Manager, Attorney & HR | Ricoh IMC5000 | Console | Toshiba Estudio4525ac | Color | Console | 45 | $ 199.00 | 4,031 | 2232 | |
| 2 | Planning & Zoning | Ricoh IMC3000 | Console | Toshiba Estudio3025ac | Color | Console | 30 | $ 175.00 | 1,040 | 2,644 | |
| 3 | Public Works | Ricoh IMC3000 | Console | Toshiba Estudio3025ac | Color | Console | 30 | $ 155.00 | 975 | 910 | |
| 4 | Finance Office Back Office | Ricoh IMC6000 | Console | Toshiba Estudio5525ac | Color | Console | 55 | $ 265.00 | 2,427 | 8,646 | |
| 5 | Finance Office Front Office | Ricoh MP5055SP | Console | Toshiba Estudio5528a | B&W | Console | 55 | $ 200.00 | 9,708 | | |
| 6 | Energy Service Main Office | Ricoh IMC2500 | Console | Toshiba Estudio2525ac | Color | Console | 25 | $ 110.00 | 368 | 347 | |
| 7 | Front Royal Police Department - CID | Ricoh MP2555SP | Console | Toshiba Estudio2525ac | Color | Console | 25 | $ 110.00 | 1,235 | 532 | |
| 8 | Front Royal Police Department - Administration | Ricoh IM430F | Desktop | Toshiba Estudio400 | Color | Desktop | 42 | $ 68.00 | 910 | 451 | |
| 9 | Front Royal Police Department - Patrol | Ricoh MP2555SP | Console | Toshiba Estudio2525ac | Color | Console | 25 | $ 110.00 | 2,579 | 1011 | |
| 10 | Front Royal Police Department -Evidence | Ricoh MP402SPF | Desktop | Toshiba Estudio400 | Color | Desktop | 42 | $ 68.00 | 173 | 0 | |
| 11 | Front Royal Police Department - Records FOIA | Ricoh MP402SPF | Desktop | Toshiba Estudio400 | Color | Desktop | 42 | $ 68.00 | 195 | 0 | |
| 12 | Front Royal Police Department - Dispatch | Ricoh MP402SPF | Desktop | Toshiba Estudio400 | Color | Desktop | 42 | $ 68.00 | 997 | 0 | |
| 13 | Waste Water Plant | Ricoh IM430F | Desktop | Toshiba Estudio400 | Color | Desktop | 42 | $ 68.00 | 433 | 150 | |
| 14 | Water Treatment Plant | MC3004EX | Console | Toshiba Estudio3025ac | Color | Console | 30 | $ 165.38 | 627 | 0 | |
| | | | | | | | Total | $ 1,829.38 | 25,698 | 16,923 | |
| | | | | | | | B&W Charge | $ 195.00 | B&W Charge | Color Charge | |
| | | | | | | | Color Charge | $ 737.15 | $ 195.00 | $ 737.15 | |
| | | | | | | | **Total** | **$ 2,761.53** | | | **$ 297.34** |

**No overage on B&W. The overage rate for color is $.038 per copy/print and billed monthly. Color CPP locked in for term.**
**DDL will provide a first 90-day review, after installation, to determine color usage and billing. No overage will be charged as color allowance will be adjusted for customer going forward to help with budgeting purposes.**

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FRONT ROYAL POLICE DEPARTMENT
900 MONROE AVE FRONT ROYAL, VA
540.635.2111

Brian Whited
Chief of Police

**To:** Joe Petty, Town Manager, BJ Wilson, Finance Director/Assistant Town Manager
**From:** Brian Whited, Chief of Police
**Date:** October 30, 2025
**Subject:** Request for 6 copiers

The Front Royal Police Department is requesting approval for six (6) copiers, one for each division. Each part of the department handles different responsibilities, and most of our printing or copying involves sensitive or confidential information. Having dedicated copiers for each section is essential for both security and efficiency.

Administration:
This division handles confidential matters, including personnel issues, disciplinary actions, report reviews, and use-of-force investigations. These documents must be kept within the office and not accessible to general staff. A separate copier ensures privacy and prevents sensitive information from being seen or shared outside the chain of command.

Patrol Division:
Patrol officers need regular access to a copier for printing reports, summonses, and case files used as evidence and in court. They often work on deadlines and after normal business hours, so having their own machine allows them to complete reports quickly and keep cases moving without waiting for another division's copier.

Criminal Investigations Division (CID):
CID handles the most sensitive cases in the department—major crimes, evidence documentation, and victim statements. Their reports and materials are confidential and cannot be printed on shared equipment. A dedicated copier helps maintain the integrity of investigations and safeguards sensitive information.

Dispatch:
Dispatch requires constant access to a copier and fax machine. They receive and send important documents through VCIN/NCIC and work closely with courts and other agencies. This machine must stay in the dispatch center since it's used in real time for emergency information and cannot be relocated.

FRONT ROYAL POLICE DEPARTMENT
900 MONROE AVE FRONT ROYAL, VA
540.635.2111

Brian Whited
Chief of Police

Records / FOIA:

The Records Division manages all FOIA requests, report releases, and document processing for the public and other agencies. This unit has a very high volume of printing and scanning. Sharing a copier with another division would slow down operations and could cause delays in meeting state-mandated response deadlines.

Evidence:

The Evidence Division needs a copier and scanner to print forms, lab submissions, and property letters, and to prepare documents for court. As these materials are part of the evidence chain, they must be handled and printed in a controlled area. Having their own copier supports proper documentation and accountability.

Summary:

Each division's work is unique, and many of the documents produced contain confidential or time-sensitive information. Sharing a copier between divisions would slow operations and introduce unnecessary risks. Providing six dedicated copiers will help ensure that staff can complete their work efficiently while maintaining security and confidentiality.

Respectfully,

Brian Whited
Chief of Police

# COUNCIL REGULAR WORK SESSION
# AGENDA STATEMENT

## Meeting Date: November 10, 2025 Item# 02B

**Agenda Item:** Microsoft User Volume Licensing Renewal

**Summary:** Council is requested to approve a request from the Department of Information Technology to purchase Microsoft Volume Licenses from SHI International Corp.

This procurement will utilize a Cooperative Contract through VITA and Microsoft LAR, Contract #VA-200114-SHI.

The current FY26 budget includes funding for year one and funding will be budgeted accordingly over the next 2 years in the Information Technology Maintenance Service Contract, as follows:

| Year | Subscription Fees |
|---|---|
| Year 1 | $ 50,331.94 |
| Year 2 | $ 50,331.94 |
| Year 3 | $ 50,331.94 |
| Total: | $150,995.82 |

**Budget/Funding**: Funds for the first-year subscription are available in the following line item:

1204-43005 Information Technology – Maint. Srvc. Contract $50,331.94 (Year 1)

**Staff Recommendation:** Staff recommends to approve as presented.

Microsoft Volume Licensing

# Enterprise Update Statement

**Enterprise Agreement Number** 5315540
**Enrollment Number** 64452475
**Company Name** Town of Front Royal

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

a. Qualified Desktops/Devices or Qualified Users
b. Online Services (where permitted)
c. Previously ordered Additional Products
d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

| Customer/Government Partner (as applicable) |
|---|
| **Name of Entity*** Town of Front Royal |
| **Signature*** |
| **Printed Name*** |
| **Printed Title*** |
| **Signature Date*** |

*** indicates required fields**

COPY

Pricing Proposal
Quotation #: 26814088
Reference #: EA# 64452475
Created On: 10/30/2025
Valid Until: 10/31/2025

## VA-City of Front Royal

**Charles Hutchings**
VA
United States
Phone: (540)631-3629
Fax:
Email: chutchings@frontroyalva.com

## Microsoft Inside Account Manager – East Region Gov

**Alexander Tyson-March**
290 Davidson Ave
Somerset, NJ 08873
Phone: 7325648266
Fax:
Email: Alexander_tysonmarch@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Retail | Your Price | Total |
|---|---|---|---|---|---|
| 1 | O365 G3 GCC Sub Per User Year 1 of 3 (12 months)<br>Microsoft - Part#: AAA-11894<br>Contract Name: VITA - Microsoft LAR<br>Contract #: VA-200114-SHI<br>Coverage Term: 10/1/2025 – 9/30/2026<br>**Note:** EA# 64452475 See Payment Schedule Below | 10 | $303.60 | $281.74 | $2,817.40 |
| 2 | Teams AC with Dial Out US/CA GCC Sub Add-on Year 1 of 3 (12 months)<br>Microsoft - Part#: NYH-00001<br>Contract Name: VITA - Microsoft LAR<br>Contract #: VA-200114-SHI<br>Coverage Term: 10/1/2025 – 9/30/2026<br>**Note:** EA# 64452475 See Payment Schedule Below | 135 | $0.00 | $0.00 | $0.00 |
| 3 | Win Enterprise Device ALng SA Year 1 of 3 (12 months)<br>Microsoft - Part#: KV3-00368<br>Contract Name: VITA - Microsoft LAR<br>Contract #: VA-200114-SHI<br>Coverage Term: 10/1/2025 – 9/30/2026<br>**Note:** EA# 64452475 See Payment Schedule Below | 96 | $59.00 | $55.82 | $5,358.72 |
| 4 | Visio P2 GCC Sub Per User Year 1 of 3 (12 months)<br>Microsoft - Part#: P3U-00001<br>Contract Name: VITA - Microsoft LAR<br>Contract #: VA-200114-SHI<br>Coverage Term: 10/1/2025 – 9/30/2026<br>**Note:** EA# 64452475 See Payment Schedule Below | 2 | $169.20 | $156.18 | $312.36 |
| 5 | Win Server DC Core ALng SA 2L Year 1 of 3 (12 months)<br>Microsoft - Part#: 9EA-00278<br>Contract Name: VITA - Microsoft LAR<br>Contract #: VA-200114-SHI<br>Coverage Term: 10/1/2025 – 9/30/2026<br>**Note:** EA# 64452475 See Payment Schedule Below | 24 | $167.00 | $158.69 | $3,808.56 |

| | | | | | |
|---|---|---|---|---|---|
| 6 | O365 G3 GCC Sub Per User<br>Microsoft - Part#: AAA-11894<br>Contract Name: VITA - Microsoft LAR<br>Contract #: VA-200114-SHI<br>Coverage Term: 10/1/2025 – 9/30/2026<br>**Note:** EA# 64452475 See Payment Schedule Below | 135 | $303.60 | $281.74 | $38,034.90 |

Total $50,331.94

**Additional Comments**

Payment Schedule:
Year 1 of 3 10/1/2025 - 9/30/2026: $50,331.94
Year 2 of 3 10/1/2026 - 9/30/2027: $50,331.94
Year 3 of 3 10/1/2027 - 9/30/2027: $50,331.94
Total Payments: $150,995.82

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Microsoft Licenses will typically be available 24-72 hours after receiving order confirmation from SHI.
Please note that for new Microsoft GOV Cloud (GCC) products being added on to your agreement, licenses will be available estimated 4-8 days after processing at SHI.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# COUNCIL REGULAR WORK SESSION
# AGENDA STATEMENT

**Meeting Date: November 10, 2025** **Item: 02C**

**Agenda Item:** Zoning Enforcement Budget Transfer

**Summary:** The Town's Planning & Zoning Department is currently tasked with enforcing the property maintenance and nuisance code sections to protect the public's health, safety, and welfare. While most cases result in compliance by working with the property owners, others may require additional time and funding to resolve the violation.

The request is to provide funding to implement mitigation efforts to obtain compliance. These efforts may include physical improvements, remediation, demolition, hazardous material abatement, and disposal of materials.

**Budget/Funding:** If the request is approved, fund may be transferred to Planning and Zoning for enforcement

8101-47952 Condemnation/Demolition: $40,000.00

**Staff Recommendation:** Request that Council reallocate funds previously set aside during FY20 for acquisition of easements/land for the Happy Creek Phase Road Phase 2 project under line item:

1800-R47518, Economic Development/Debt Service Fund -Happy Creek, $40,000, PO#29936

# Chapter 9 - BUILDING AND MAINTENANCE CODES

*Footnotes:*
*--- (1) ---*
***Editor's note—*** *Amended 11-26-07; 10-22-18.*

## ARTICLE 1: - BUILDING CODE REGULATIONS

### 9-100 - BUILDING CODE

A. In accordance with the Code of Virginia § 36-105, the Town of Front Royal hereby reserves its authority to establish a Town Building Department, and a Local Board of Building Code Appeals (LBBCA), herein referred to generally as the "Board of Appeals," to administer and enforce the mandatory provisions of the Virginia Uniform Building Code, including Part I, Construction Code, and Part II, Rehabilitation Code, and including future amendments thereto, and all codes incorporated by reference therein. Such codes shall generally be referred to herein generally as the "Building Code."

B. Under the provisions of this Chapter, Town Council may elect to pass a resolution to officially establish a Town Building Department to administer and enforce the Building Code. Such resolution shall also include the establishment of a Board of Appeals, as described further herein. Upon adoption of such resolution of Town Council the Town hereby adopts the Building Code, and all such duties and requirements specified therein.

C. Until such time that the Town elects to establish a Town Building Department and Town Board of Appeals, the Town shall enter into an agreement with the local governing body of another county or municipality or with some other agency, or an approved state agency for such administration, enforcement and appeals resulting therefrom.

   1. The February 8, 1983 agreement with Warren County shall remain in effect at the passing of this ordinance until such time that the agreement is terminated, renewed or amended. This agreement establishes Warren County as the Building Department for the Town, including the Warren County Board of Building Code Appeals as the appeals board for the Town.

D. At such time that Town Council may establish a Building Department and Board of Appeals, the Town Manager shall appoint a Building Official to administer and enforce the Building

Code. Such Building Official shall meet the required qualification and certification requirements and shall maintain all permanent records of the Building Department, including applications received, permits, certificates, notices and orders issued, fees collected and reports of inspection in accordance with the Library of Virginia's General Schedule Number Six. The Building Official shall administer and enforce the Building Code and may establish procedures and policies as may be necessary for such administration and enforcement. All codes and procedures shall be made available for the public to view and/or obtain copies from the office of the Building Official during established normal business hours.

E. As specified under Subsection B, Town Council shall appoint five (5) members to a Board of Appeals upon adoption of a Town Building Department. The membership of the Board shall be established in compliance with the following requirements, unless more stringent requirements are required by the Building Code.

1. All members of the Board of Appeals shall live within Warren County, Virginia, and at least three (3) members shall reside within the Town.
2. Town Council may appoint two (2) alternate members who shall be called by the board chair to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.
3. At least three (3) members shall have no less than five (5) years knowledge and experience in the construction industry. Members that do not have knowledge and experience in the construction industry shall have an equivalent experience in the real estate, law, architecture, or engineering professions.
4. No employee or official of the Town may serve as a Board Member.
5. Compensation, meeting dates, voting procedures, officers, term limits and other procedures of the Board of Appeals shall be established in by-laws that are approved by Town Council.
6. The Board of Appeals shall be used as the appeals board for the Virginia Maintenance Code.
7. The Board of Appeals shall be reviewed by the Virginia Department of Housing and Community Development.

ARTICLE 2: - MAINTENANCE CODE REGULATIONS

## 9-200 - ADOPTION OF MAINTENANCE CODE

A. To ensure the protection of the public health, safety and welfare, the Town hereby adopts the optional provisions of the Virginia Uniform Building Code, including Part III, Virginia Maintenance Code, future amendments thereto, and including codes incorporated by reference therein, herein also generally referred to generally as the "Maintenance Code," as related to building regulations that facilitate the maintenance, rehabilitation, development and reuse of existing buildings at the least possible cost to ensure the protection of the public health, safety and welfare of Town residents. Furthermore, in accordance with Code of Virginia § 36-99, the purpose of this code is to protect the health, safety and welfare of the residents of the Commonwealth of Virginia, provided that buildings and structures should be permitted to be maintained at the least possible cost consistent with recognized standards of health, safety, energy conservation and water conservation, including provision necessary to prevent overcrowding, rodent or insect infestation, and garbage accumulation; and barrier-free provisions for the physically handicapped and aged.

B. The Town Manager shall appoint a Maintenance Code Official to administer and enforce the Virginia Maintenance Code. The Maintenance Code Official shall meet the required qualifications, certification requirements, and training requirements of the Maintenance Code. All codes, policies and procedures shall be made available for the public to view and/or obtain copies from the office of the Maintenance Code Official during established normal business hours.

C. The Town shall appoint a Board of Appeals to consider all appeals that may arise from the provisions of this Article. Such Board of Appeals shall be established under the criteria found within Chapter 9, Section 100, Subsection E. Alternatively, the Town may elect to use the Board of Appeals used by another county or municipality, or with some other agency, provided that an agreement is entered into with the appropriate local government board, or an approved state agency.

# ARTICLE 3: - GENERAL

## 9-300 - NONLIABILITY OF PERSONNEL ENFORCING CHAPTER

Nothing in this chapter or in any code adopted by this chapter shall be construed as imposing upon any Town officer or employee duly authorized to administer or enforce the provisions of this chapter any liability or responsibility for damages to any person injured by a defect in any building construction or other work mentioned herein, or by the installation thereof, nor shall the Town government or any official or employee thereof be held as assuming any such liability or responsibility by reason of inspections authorized by this chapter or certificates of approval issued by the building official or property maintenance code official.

9-301 - VIOLATIONS

A. It shall be unlawful for any owner or any other person, firm or corporation to violate any provision of this chapter. Any violation shall be deemed a misdemeanor and any owner or any other person, firm or corporation convicted of a violation shall be punished by a fine of not more than two thousand five hundred dollars ($2,500.00). In addition, each day the violation continues after conviction or the expiration of the court-ordered abatement period shall constitute a separate offence. If the violation remains uncorrected at the time of conviction, the court shall order the violator to abate or remedy the violation in order to comply with the applicable Code. Except as otherwise provided by the court for good cause shown, any such violator shall abate or remedy the violation within six (6) months of the date of conviction. Each day during which the violation continues after the court-ordered abatement period has ended shall constitute as separate offence. Any person convicted of a second offense, committed within less than five (5) years after a first offence under this chapter shall be punished by confinement in jail for not more than five (5) days and a fine of not less than one thousand dollars ($1,000.00) nor more than two thousand five hundred dollars ($2,500.00), either or both. Provided, however, that the provision for confinement in jail shall not be applicable to any person, firm or corporation, when such violation involves a multiple-family dwelling unit. Any person convicted of a second offense committed within a period of five (5) to ten (10) years of a first offense under this chapter shall be punished by a fine of not less than five hundred dollars ($500.00) nor more than two thousand five hundred dollars ($2,500.00). Any person convicted of a third or subsequent offense involving the same property committed within ten (10) years of an offense under this chapter after having been at least twice previously convicted, shall be punished by confinement in jail for not more than ten (10) days and a fine of not less than two thousand five hundred dollars ($2,500.00) nor more

than five thousand dollars ($5,000.00), either or both. No portion of the fine imposed for such third or subsequent offense committed within ten (10) years of an offense under this chapter shall be suspended.

B. Any prosecution under this section shall be commenced within the time specifications provided under Code of Virginia § 19.2-8.

9-302 - PERMIT FEES

A. Town Council reserves the right to adopt and publish a schedule of fees for services rendered by either the Building Code Official and/or Maintenance Code Official, and to amend the schedule by separate resolution. Such schedule of fees and any amendment shall be in lieu of any permit fees set forth in any technical code adopted by the Town.

B. No permit as required by the Town by ordinance or regulation shall be issued unless the fee prescribed for the service shall have been paid, nor shall any amendment to such a permit be approved until any additional fee, if any, due to an increase in the estimated cost of the building or structure, shall also have been paid.

9-303 - SPOT BLIGHT ABATEMENT

A. *Purpose*. The purpose of this Section is to provide for the abatement of blighted property that threatens the public's health, safety, and/or welfare.

B. *Definitions*. As used in this chapter, unless otherwise required by the context:

1. **BLIGHTED PROPERTY** means any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety, or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards.
2. **TOWN** means the Town of Front Royal, Virginia.
3. **FARM BUILDING OR STRUCTURE** means a legally established building or structure, primarily used for agricultural, as defined by the Zoning Ordinance.
4. **SPOT BLIGHT** means a structure or improvement that is a blighted property as defined in this chapter.
5. **SPOT BLIGHT ABATEMENT PLAN** means the written plan prepared by the owner(s) of record of any blighted property to address spot blight, or if the owner(s) of record of such blighted property fail to respond as provided for in this chapter, the written plan prepared

by the Town Manager, or designee, to abate, raze, or remove the blighted property.

C. *Spot blight abatement authorized*. Town Council is authorized under Code of Virginia §§ 36-49.1:1.G and 15.2-900, as amended, to declare any blighted property to constitute a nuisance, which declaration shall be made by ordinance adopted by Town Council specific to such blighted property, and thereupon abate, raze, or remove such blighted property.

D. *Inspections*. Upon receipt of a complaint that any individual commercial, industrial, or residential structure or improvement is spot blight, the Town Manager, or designee, shall be authorized to inspect such structure or improvement and make a preliminary determination that such structure or improvement is blighted property.

E. *Exemptions*. The following structures and improvements shall be exempt from this chapter:

1. Farm buildings or structures.

F. *Procedure for declaration of blighted property.*

1. Should the Town Manager, or designee, make a preliminary determination of blighted property in accordance with this chapter, notice shall be sent to the owner(s) of record of the blighted property at the last known address of such owner(s) as shown on the current real estate tax assessment records, specifying the reasons why the property is a blighted property. Such notice shall be sent by Certified Mail and First-Class Mail to said owner(s), and also shall be posted on the blighted property. The owner(s) of record shall have thirty (30) days from the date such notice is sent in which to respond in writing with a spot blight abatement plan to address the blighted property within a reasonable time.
2. If the owner(s) of record fail to respond within the thirty-day period with a written spot blight abatement plan that is acceptable to the Town Manager, or designee, the Town Manager, or designee, shall prepare a proposed spot blight abatement plan for the blighted property, and shall request that Town Council direct the Town Manager, or designee, to prepare an proposed ordinance to declare that said blighted property constitutes a nuisance.
3. If directed to prepare such proposed ordinance by Town Council, the Town Manager, or designee, shall provide notice of such ordinance and Town's proposed spot abatement plan in accordance with Code of Virginia § 15.2-1427, as amended, and bring such ordinance forward for public hearing, Town Council's consideration, and passage. In addition to the notice required by Code of Virginia § 15.2-1427, as amended, written notice of such ordinance and public hearing, together with a copy of the Town's proposed spot

blight abatement plan, shall be sent to the owner(s) of record of the blighted property at the last known address of such owner(s) as shown on the current real estate tax assessment records and shall be posted on the blighted property.

4. If Town Council adopts the ordinance and the Town's proposed spot abatement plan or some variation thereof, the Town's spot blight abatement plan shall become effective and the Town Manager, or designee, may implement the Town's spot blight abatement plan.

G. *Property liens*. If the ordinance is adopted by Town Council, any costs incurred by the Town under the Town's spot blight abatement plan for the removal or abatement of the blighted property shall be a lien on the blighted property and such lien shall bear interest at the legal rate of interest established in Code of Virginia § 6.2-301, as amended, beginning on the date that such removal or abatement is completed through the date on which the lien is paid. Said lien may be recorded as a lien among the land records of the Circuit Court of Warren County, which lien shall be treated in all respects as a tax lien and enforceable in the same manner as provided in Code of Virginia Articles 3 (Code of Virginia § 58.1-3940 et seq.) and 4 (Code of Virginia § 58.103965 et seq.) of Chapter 39 of Title 58.1, as amended.

(Ord. of 3-9-20)

9-304—9-309 - (RESERVED)

9-310 - DEFINITIONS

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**BUILDING CODE** means the applicable provisions of the Virginia Uniform Building Code, Part I, Construction Code, and Part II, Rehabilitation Code, including future amendments thereto, and all codes incorporated by reference therein.

**BUILDING CODE OFFICIAL** means the person that is employed, contracted, or designated with an agreement from another county, municipality or other agency, that has been appointed by the Town to administer and enforce the applicable provisions of the Building Code, as defined herein.

**DAY** means a calendar day.

**MAINTENANCE CODE** means the applicable provisions of the Virginia Uniform Building Code, Part III, Maintenance Code, and all codes incorporated by reference therein.

**MAINTENANCE CODE OFFICIAL** means the person that is employed, contracted, or designated with an agreement from another county, municipality or other agency, that has been appointed by the Town to administer and enforce the applicable provisions of the Maintenance Code, as defined herein.

**OWNER** means the person or entity shown on the current real estate assessment books or current real estate assessment records of the Town or the fee simple owner of the property if ownership has changed since such tax assessment records were last updated.

**PREMISES** means a single lot of record under ownership, or multiple contiguous lots of record that are under the same ownership.

**VIOLATIONS**. As applicable to the Maintenance Code, means conditions which affect safe, decent and sanitary living conditions of persons occupying a residential rental dwelling unit include items that violate fire safety; lack of or poor condition of sanitary facilities; absence of adequate heating systems or equipment; items which affect the safe operation of electrical and mechanical systems; items which affect structural integrity of the building and/or the ability of the building envelope to keep out weather, or one (1) or more other conditions that, if not corrected, would be reasonably expected to become conditions that affect the safe, decent and sanitary living conditions of the occupants, or other conditions that violate the provisions of the Maintenance Code, or multiple Maintenance Code violations that indicate, in their totality, the dwelling unit is not being properly maintained. As applicable to the Building Code, means conditions which are in violation of the Building Code, as defined herein.

# Chapter 107 - NUISANCES

> *Footnotes:*
> *--- **(1)** ---*
> ***Editor's note—** Adopted 10-25-99.*

## 107-1 - CHAPTER TO BE SUPPLEMENTAL

Various nuisances are defined and prohibited in other Chapters of this Code, and it is the intent of the Town Council in enacting this Chapter to make this Chapter supplemental to those other Chapters in which nuisances are defined and prohibited; and the provisions of this Chapter relating to the abatement of nuisances shall be regarded as alternative methods and procedures for the abatement of nuisances in those instances where other methods and procedures for abatement are provided.

## 107-2 - PROHIBITION

It shall be unlawful for any person to cause, harbor, commit or maintain or to suffer to be caused, harbored, committed, or maintained any nuisance, as defined by the statue or common law of this state or as defined by this Code or other ordinance of the Town Council, at any place within the Town.

## 107-3 - RESPONSIBILITY OF REAL PROPERTY OWNERS OR OCCUPANTS

Each owner, lessee, tenant, occupant or person in charge of any real property within the Town and each agent or representative of any such person is hereby charged with responsibility for the maintenance and use of such real property in such manner that no use of or activity or condition upon or within such real property shall constitute a nuisance; and all such persons are hereby charged with the duty of observing all of the provisions of this Chapter, but such responsibility shall not be construed to permit any other person not charged with such responsibility to commit or maintain any nuisance upon or within any real property in the Town.

## 107-4 - CONDITION OF PROPERTY

It shall be unlawful for the owner of any dog to knowingly or willfully allow his dog to urinate or defecate on public property; provided, that urination by a dog on curbs of streets and in alleys, streets or areas posted by the Town Manager as dog exercise areas shall not constitute a violation of this section; and provided, further, that defecation by a dog on public property out of doors shall not constitute a violation of this section if the owner of the dog immediately removes the material defecated and disposes of it in a manner not inconsistent with the provisions of this section.

## 107-5 - ENUMERATION OF NUISANCES

A. The following acts when committed or conditions when existing within the Town are hereby defined and declared to be nuisances:

1. An act done or committed or aided or assisted to be done or committed by any person or any substance, being or thing kept, maintained, placed or found in or upon any private place which is injurious or dangerous to the public health or safety.
2. All buildings, bridges, or other structures of whatever character kept or maintained or which are permitted by any person owning or having control thereof to be kept or maintained in a condition unsafe, dangerous, unhealthy, injurious or annoying to the public.
3. All trees and other appendages of or to realty kept or maintained or which are permitted by any person owning or having control thereof to be kept or maintained in a condition unsafe, dangerous, unhealthy, injurious or annoying to the public.
4. All standing water, animal matter, or vegetable matter, or other substance that is or is liable to become putrid, offensive, annoying, baneful, or unhealthy.
5. All obstructions caused or permitted on any street or sidewalk to the danger or annoyance of the public and all stones, rubbish, dirt, filth, slops, vegetable matter or other article thrown or placed by any person on or in any street, sidewalk or other public place which in any way may cause any injury or annoyance to the public.
6. All stables, cattle yards, hog, sheep or cow pens or yards for poultry permitted by the owner thereof or the person responsible therefor to be in such a condition as to become offensive, annoying or injurious to the public.
7. All structures and places where explosive or combustible substances, liquids or gasses are stored or used in such manner as to constitute a hazard to the safety or health of persons

or a hazard to property.

B. The nuisances described in this section shall not be construed as exclusive, and any act or commission or omission and any condition which constitutes a nuisance by statue or common law of the state, when committed, omitted or existing within the Town, is hereby declared to constitute a nuisance.

107-6 - INSPECTIONS AND INVESTIGATIONS

It shall be the duty of the Town Manager or his designee to cause inspections to be made from time to time of all portions of the Town to determine whether any condition exists or activity is being practiced which constitutes a nuisance; and the Town Manager or his designee shall cause an investigation to be made upon complaint made by any responsible person.

107-7 - RIGHT OF ENTRY

The Town Manager or his designee and, when appropriate, the County Health Officer and his assistants shall have the right to enter upon private premises for the purposes specified in Section 107-6, upon compliance with all applicable provisions of law. Unless it appears probable that advance warning would defeat the purpose of such entry, occupants or premises to be entered shall be given reasonable notice in advance, and in any case it shall be unlawful for any owner or occupant to prevent such entry which is sought to be made in compliance with law.

107-8 - NOTICE TO CEASE AND DESIST

If at any time the Town Manager or his designee or the County Health Officer shall find than activity or practice which constitutes a nuisance is occurring within the Town, he shall promptly and by the most expeditious means notify the violator to cease and desist forthwith.

107-9 - NOTICE TO ABATE

If at any time the Town Manager or his designee or the Health Officer shall find that a condition which constitutes a nuisance exists within the Town, he shall give notice, in writing, to the owner, occupant or person in charge of the premises upon which condition exits, stating therein the condition which constitutes a nuisance and directing such addressee to remedy the condition within the time stated in such notice, which shall be not more than ten (10) days; and it shall be unlawful for any such owner, occupant or person in charge to fail to comply with the

terms of such notice, provided that any owner, occupant or person in charge may, within two (2) days from the service thereof, appeal to the Town Council, in which case the terms of such notice shall be stayed pending action of the Town Council, which shall be final; provided, further, that if the Health Officer shall state in such notice that the condition which constitutes a nuisance is such as to be an imminent hazard to the health, safety or welfare of the public or any person within or near the premises upon which such nuisance exits, then the addressee shall comply with the terms of such notice.

## 107-10 - PROCEDURE UPON FAILURE OF OWNER TO ABATE

A. Upon failure of any person to whom notice has been given pursuant to Section 107-9 to comply with the terms of such notice or with the terms imposed by the Town Council on appeal, as the case may be, the Town Manager shall forthwith direct the appropriate Town officer to remedy the condition which is the subject of such notice, and the expense incurred by the Town in so doing shall be charged to the addressee of such notice, to be collected in the same manner as county taxes or in any other manner authorized by law.

B. Abatement by the county of any condition which constitutes a nuisance and reimbursement to the county of expenses incurred thereby shall not bar prosecution for maintenance of a nuisance.

## 107-11 - EFFECT OF CHAPTER ON ARREST FOR MAINTENANCE OF NUISANCE

Nothing in this Chapter shall be construed to prohibit any police officer from arresting any person for committing or maintaining a nuisance when such arrest is made pursuant to law.

# CLOSED MEETING
# AGENDA STATEMENT

## Meeting Date: November 10, 2025 Item# 03

MOTION ON TO GO INTO CLOSED MEETING

*[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may take action in open session following closed meeting].*

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

1) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, use of Town-owned property located at Tax Map # 20A128 15 (4.382 acres) on Winchester Pike.

Motion to Certify Closed Meeting at its Conclusion

*[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

***Moved*** _____ ***Seconded*** _____

***Wood*** _____ ***Veitenthal*** _____ ***Sealock*** _____ ***Rappaport*** _____ ***Ingram*** _____ ***DeDomenico-Payne*** _____