

2026



City of Richmond Office of the Inspector General: Investigative Report

OIG CASE #: 25-0021-I
INSPECTOR GENERAL FOSTER CURTISS

CITY OF RICHMOND OIG | 900 E. Broad Street Suite 1500, Richmond, Virginia, 23219

Executive Summary

The City of Richmond (COR) Office of the Inspector General (OIG) initiated an investigation on March 3, 2025, after receiving an anonymous complaint alleging that a registered vendor, Noel Oaks Enterprises LLC (“SUBJECT”), with the City of Richmond (COR) Department of Property Maintenance and Code Enforcement Division, was charging the City for services not rendered. The SUBJECT allegedly failed to provide the agreed-upon trash-dumping services under their agreement with the COR, with an alleged loss to the COR of \$650.00. Subsequently, the OIG investigated the allegations that the SUBJECT abused their authority and wasted government funds in violation of COR policies and state law. The OIG reached several findings.

- **The SUBJECT allegedly charged the COR \$650.00 for trash removal services that were not provided.** The subject was a third-party vendor contracted through the COR to remove trees and debris for the Department of Property Maintenance and Code Enforcement Division; however, they failed to remove the debris outlined in their contract. Based on the investigative findings, the OIG determined that the allegations that the SUBJECT charged the COR unnecessary charges and fees for trash removal services are *unsubstantiated*.

Background

On March 3, 2025, the Office of the Inspector General (OIG) received an anonymous complaint alleging that the Department of Property Maintenance and the Code Enforcement Division’s (PMCED) contracted vendor, Noel Oaks Enterprise LLC (SUBJECT), invoiced the City of Richmond (COR) \$650.00 for services that were not rendered. Specifically, the complainant alleged that the SUBJECT billed the COR for tree and debris removal from sidewalks where work was not performed.

Property Maintenance and Code Enforcement Division (PMCED)

The mission of the Property Maintenance and Code Enforcement Division (PMCED) is to protect the health and safety of all citizens and visitors and to enrich and support vibrant, economically strong neighborhoods and communities through education and enforcement of property maintenance regulations and city ordinances.

Most property owners take pride in their properties and routinely maintain them to ensure their safety as well as that of their neighbors. Exterior maintenance keeps a building in compliance with the Virginia Maintenance Code and helps keep the property aesthetically pleasing. Sometimes, however, the city must take steps to encourage property owners to maintain their property. PMCED is one tool the COR uses to accomplish this goal. ¹

¹ The PMCED mission statement was taken directly from [Property Maintenance / Code Enforcement | Richmond](#)

To support PMCED's mission, the SUBJECT was contracted as a third-party vendor to remove tree and branch debris obstructing pedestrian pathways, as well as grass clippings and additional debris from properties not meeting COR ordinance requirements. Charges billed to the COR are determined based on the type of removal services provided, including per-lot fees, per-ton disposal fees, per-tree rates, per-tire rates, and pre-approved bid pricing.

Under the terms of the contract, the SUBJECT is required to document each service location and submit supporting materials to PMCED. The SUBJECT provided documentation for each property served, including the service address or cross street, before-and-after photographs, and the signature of the employee who performed the work. These submissions meet the contract documentation requirements.

Within the invitation for bid (PMCE Lot Abatement Contract): In part 1, section 3: Statement of Works. "This solicitation is to contract for the City's requirements of lot abatement of properties. Contractor **SHALL** include all labor, materials, equipment and supervision necessary to complete the job, on an if needed and when required bases".

Subsection 3a.: General Cleanup: "The contractor **SHALL** clean each lot thoroughly and mow or cut to a height not greater than three (3) inches and not less than (2) inches. The Contractor **SHALL** remove all debris, trash, litter, tree limbs and accumulation of other material from the lot, any adjoining street, sidewalk, alley or other public right of way, ditch line and any adjacent property. The Contractor shall ensure that ditches and any storm drain system remain clear of any debris. The Contractor **SHALL** perform weed eating around trees, to a height that does not obstruct the view from the street of porches, windows and doors. The Contractor **SHALL** cut back bushes on lots with vacant structures to a height that does not obstruct the view from the street of porches, windows and doors. The Contractor **SHALL** leave the lot free of debris and any accumulation of material. The pricing for this work **SHALL** be based on lot size".

Subsection 3b.: Disposing of Items. "The Contractor **SHALL** collect, remove and disposal of all construction debris, trash, bulk items and similar material as part of its cleanup of each lot as described in section 3A (General Cleanup). When disposing of any material removed from a lot the Contractor **SHALL** use an approved dumping site. Each Bidder **SHALL** include a dumping fee in the unit price it submits for each ton of such material as set forth on the bid form. A dump ticket must accompany each individual property in order to be considered for payment. If multiple dumps are made the Contractor **SHALL** document each incident of the lot".

The OIG reviewed photographs that depicted several sidewalks and yards in the city before and after debris removal. The images showed that branches, leaves, grass clippings, and other debris from non-compliant properties had been removed by the SUBJECT. The work appeared consistent with the vendor's contractual obligations and was documented appropriately through COR reporting procedures.

Observations

The investigation identified several concerns regarding the clarity of the contract language and the terms of the agreement used by the City. In addition, multiple documents reportedly provided by the SUBJECT were neither retained nor found in PMCED's records.

It is recommended that the COR strengthen and clarify contract wording to reduce ambiguity regarding service expectations and contractual obligations. Further, it is recommended that the COR develop and enforce a departmental policy requiring the retention of all documentation submitted by third-party vendors providing services to the City.

Allegations and Findings

Allegation (COR/OIG): A report or claim of potential fraud, waste, or abuse involving the COR. Allegations may be **received** by OIG from the public, the COR employees, contractors, or other sources, or **initiated** by OIG through proactive reviews.

Classification after OIG inquiry/investigation:

- **Substantiated:** Evidence meets the applicable standard of proof (e.g., **preponderance of the evidence**) and indicates the alleged conduct likely occurred.
- **Unsubstantiated:** Evidence does **not** meet that standard. This classification does **not** state the claim is false; it reflects insufficient evidence to prove it.

Note: "Preponderance of the evidence" means **more likely than not**. If OIG policy uses additional outcomes (e.g., **partially substantiated, inconclusive**), those may be applied as appropriate.

The OIG reviewed documentation provided by the SUBJECT, complainant, and PMCED, including the executed contract with the COR. The contract outlines that charges for trash-dumping and debris-removal services are assessed per lot, per ton, per tree, per tire, and/or in accordance with approved bid pricing.

The OIG also interviewed the owner of the SUBJECT company. During the interview, the owner stated that the company performed the debris-removal services specified in the contract and billed the COR only for the work completed, consistent with the contract terms. The SUBJECT submitted supporting documentation for each property serviced, which included before-and-after photographs and employee-specific time logs for each location within the COR.

Based on the information reviewed, the OIG concludes that the allegation is **unsubstantiated**. No financial loss to the COR was identified.

A handwritten signature in blue ink, appearing to be 'Foster Curtiss', written over a horizontal line.

Foster Curtiss, Inspector General