



CITY COUNCIL WORK SESSION

Tuesday, March 11, 2025 | 4:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. Welcome** *Larry Taylor, Mayor*
- II. Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Work Session Agenda Items** *Wynter C. Benda, City Manager*
 - III.1.** Capital Improvement Program (CIP) Discussion
 - III.2.** Televising Committee Meetings
 - III.3.** City/Schools Joint Meeting Update
- IV. Business Item Briefing(s)**
 - IV.4.** Heritage Park Improvements
 - IV.5.** Virginia Opioid Abatement Authority Grant Award
- V. Roll Call**
- VI. Closed Session**
 - VI.6.** Consideration of a closed meeting to discuss the award of a public contract involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(29) of the Code of Virginia, 1950, as amended, the subject of the closed meeting being specific to a future contract between the City and CertainTeed.
 - VI.7.** Consideration of a closed meeting to consult the City Attorney, or his designee, regarding specific legal matters requiring the provision of legal advice, pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, 1950, as amended; the subject of the closed meeting being specific to a legal analysis of Virginia and other relevant laws applicable to the conduct of Councilmember Martin Misjuns and Councilmember Chris Faraldi.



AGENDA ITEM SUMMARY

MEETING DATE

March 11, 2025

PRESENTED BY

Donna Witt, Chief Financial Officer

AGENDA ITEM # III.1

Capital Improvement Program (CIP) Discussion

RECOMMENDATION

Hear responses to questions from City Council regarding the FY 2026 - FY 2030 CIP

SUMMARY

The City Capital and Schools Capital projects proposed in the FY 2026 - FY 2030 Proposed Budget were presented at the February 25th Work Session. This work session is to respond to City Council questions regarding the CIP.

PRIOR ACTION(S)

February 25, 2025: City Council Work Session

FISCAL IMPACT

CONTACT(S)

Donna Witt, Chief Financial Officer

ATTACHMENT(S)

1. FY 2026-2030 Capital Improvement Program 03112025
2. Library Presentation 2025
3. CIP Presentation Miller Park Pool

REVIEWED BY

Donna Witt, Chief Financial Officer

Date: March 06, 2025

Date: March 06, 2025

Gregory Patrick, Deputy City Manager

A handwritten signature in black ink that reads "Alicia L. Finney". The signature is written in a cursive, flowing style.

Alicia Finney, Clerk of Council

Date: March 06, 2025

FY 2026 – 2030 CAPITAL IMPROVEMENT PROGRAM TECHNICAL ADJUSTMENTS

March 11, 2025



TECHNICAL ADJUSTMENTS UPDATES TO THE PROPOSED CIP

Proposed FY 2026 – 2030 CIP

Project Title	Appropriations Through 06/30/2025	Budget FY 2026	Planned FY 2027	Planned FY 2028	Planned FY 2029	Planned FY 2030	Five-Year Estimated Net cost
Hollins Mill Road Bridge Replacement with Bikeway Improvement	8,268,000	0	8,116,410	0	3,466,652	0	11,583,062
Lynchburg Center for Industry - Phase II	262,007	1,048,030	0	0	0	0	1,048,030
Miller Park Pool Assessment/Replacement	50,000	300,000	10,100,000	0	0	0	10,400,000
Total	8,580,007	1,348,030	18,216,410	0	3,466,652	0	23,031,092

Updated Schedule of Appropriations

Project Title	Appropriations Through 06/30/2025	Budget FY 2026	Planned FY 2027	Planned FY 2028	Planned FY 2029	Planned FY 2030	Five-Year Estimated Net cost
Hollins Mill Road Bridge Replacement with Bikeway Improvement	16,384,658	0	0	0	3,466,652	0	3,466,652
Lynchburg Center for Industry - Phase II	1,310,037	0	0	0	0	0	0
Miller Park Pool Assessment/Replacement	50,000	10,400,000	0	0	0	0	10,400,000
Total	17,744,695	10,400,000	0	0	3,466,652	0	13,866,652

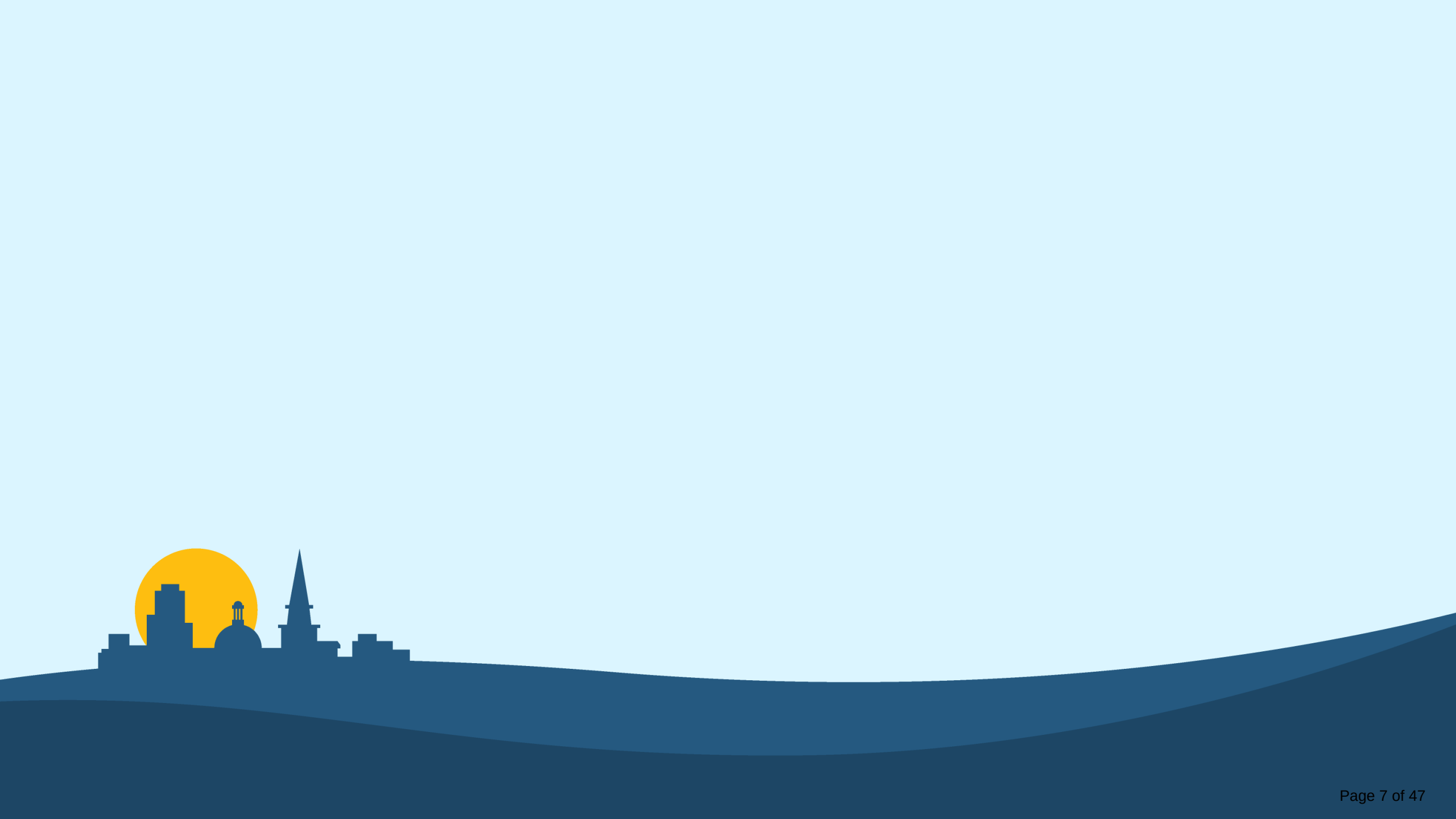
TECHNICAL ADJUSTMENTS UPDATES TO THE SUMMARY OF PROJECTS

Proposed

Five Year Proposed Appropriations to be Financed By The City						Five-Year Estimated Net Cost
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Buildings	30,600,150	7,562,250	1,719,500	4,067,750	3,980,625	47,930,275
Transportation	18,671,311	35,079,005	20,320,148	26,642,977	23,060,274	123,773,715
Public Transit	3,704,000	1,720,950	750,000	3,900,000	1,075,000	11,149,950
Economic Development	3,900,000	9,350,000	12,246,000	8,920,000	2,350,000	36,766,000
Parks and Recreation	3,564,000	12,340,000	2,213,000	1,961,000	3,205,000	23,283,000
Miscellaneous	1,750,000	700,000	275,000	3,155,000	3,075,000	8,955,000
Reserves	400,000	400,000	400,000	400,000	400,000	2,000,000
Total City Capital	\$62,589,461	\$67,152,205	\$37,923,648	\$49,046,727	\$37,145,899	\$253,857,940

Updated

Five Year Proposed Appropriations to be Financed By The City						Five-Year Estimated Net Cost
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Buildings	30,600,150	7,562,250	1,719,500	4,067,750	3,980,625	47,930,275
Transportation	17,623,281	26,962,595	20,320,148	26,642,977	23,060,274	114,609,275
Public Transit	3,704,000	1,720,950	750,000	3,900,000	1,075,000	11,149,950
Economic Development	3,900,000	9,350,000	12,246,000	8,920,000	2,350,000	36,766,000
Parks and Recreation	13,664,000	2,240,000	2,213,000	1,961,000	3,205,000	23,283,000
Miscellaneous	1,750,000	700,000	275,000	3,155,000	3,075,000	8,955,000
Reserves	400,000	400,000	400,000	400,000	400,000	2,000,000
Total City Capital	\$71,641,431	\$48,935,795	\$37,923,648	\$49,046,727	\$37,145,899	\$244,693,500

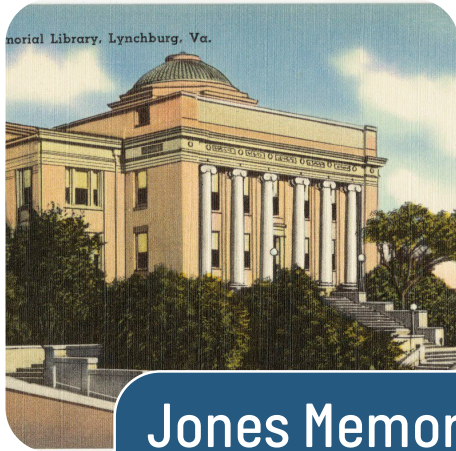


PUBLIC LIBRARY RENOVATION

Tuesday, March 11, 2025



LYNCHBURG LIBRARY HISTORY



Jones Memorial Library

- 1908
- Service limited to white residents only



Friends of the Lynchburg Public Library

- 1964
- A library for all citizens



Lynchburg Public Library

- 1966
- Entrance view from Main Street
- 8,000 sq. ft. space

LYNCHBURG LIBRARY HISTORY



Pittman Plaza

- 1984
- Formerly a Sears Department Store, built in 1960



Jones Memorial relocates

- 1987
- Second floor of Main Library
- Local history focus

LYNCHBURG PUBLIC LIBRARY TODAY

FY 2024

- 18,000 library card holders
- 150,000 library visitors
- 17,000 public computer sessions
- 325,000 materials circulated
- 400 library programs
- 10,000 people attended library programs
- 1,430 lunches served during Summer Food Service Program



CURRENT FACILITY CHALLENGES



LOOKING FORWARD

Main Library Renovation

- Repair infrastructure concerns
 - Sewer Backups
 - Roof Leaks
 - HVAC failures causing leaks
 - Outdated electrical & wiring
- Community meeting spaces
 - Program spaces
 - Public makerspace
 - Computer lab upgrades
 - Improved accessibility
 - Upgraded shelving and lighting
 - Expanded services



Photo courtesy of Tymoff & Moss Architects

MILLER PARK POOL ASSESSMENT/REPLACEMENT

March 11, 2024



LYNCHBURG'S POOL HISTORY

- Lynchburg was home to 3 segregated, public pools – Riverside and Miller Parks for white swimmers and Jefferson Park for black swimmers
- Pools were closed July 4, 1961.



HISTORY

- Miller Park's current pool opened in 1986



EXISTING CONDITIONS



Aerial View

INVESTMENTS, REPAIRS AND MAINTENANCE

- **Investments**

- 2024 - New deck chairs, tables and umbrellas
- 2019 - Pool cover

- **Past repairs**

- 2008 - Re-plaster pool
- 2008 - Pump and filter replacement
- 2021 - Slide pump replacement
- 2019-2024 - Misc repairs

- **2023-24 Large leaks**

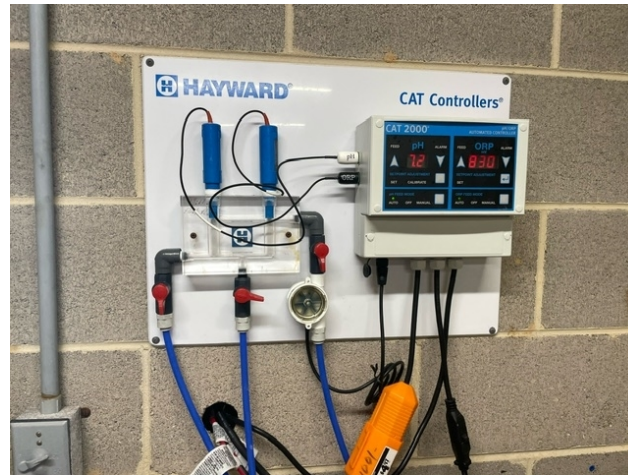
- 800,000+ gallons of water
- Pool light fixture replace and sealing
- Caulk expansion joints



REPAIR NEEDS



REPAIR NEEDS

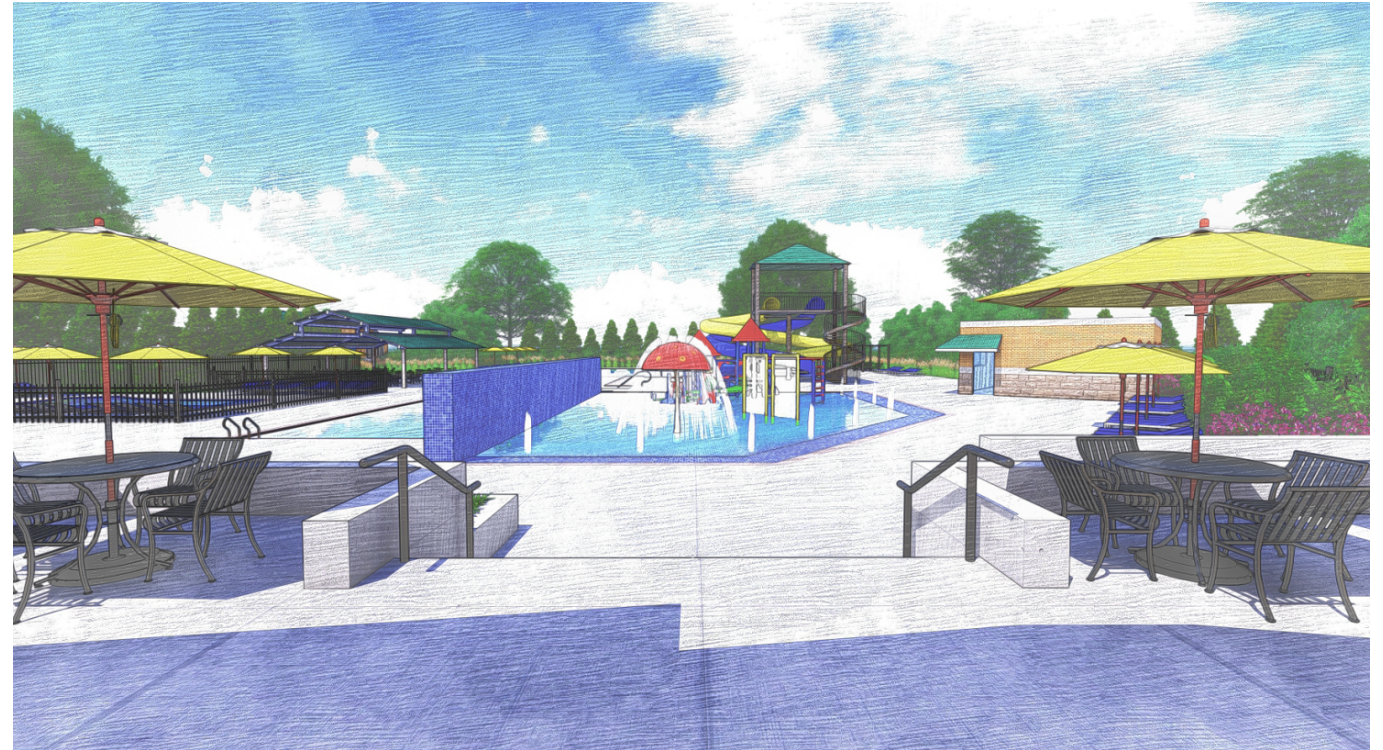
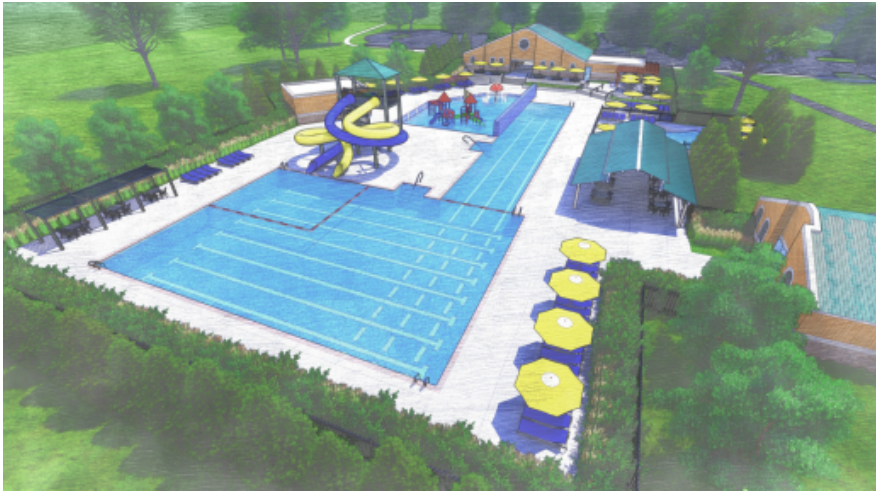


MILLER PARK POOL REIMAGINED



Aerial View

MILLER PARK POOL REIMAGINED



AGENDA ITEM SUMMARY**MEETING DATE**

March 11, 2025

PRESENTED BY

Gregory Patrick, Deputy City Manager

AGENDA ITEM # III.3

City/Schools Joint Meeting Update

RECOMMENDATION

N/A

SUMMARY

The first city/schools joint committee took place on February 27th. The committee adopted guidelines and a meeting schedule. The guidelines are attached to this agenda item. This update will provide City Council with an overview of the guidelines and the request for a joint meeting of the full City Council and School Board on April 29th for the Committee to present it's findings and recommendations.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Gregory Patrick, Deputy City Manager

ATTACHMENT(S)

1. Adopted Guidelines

REVIEWED BY

Alicia Finney, Clerk of Council

Date: March 06, 2025

Adopted Guidelines

The purpose of the Joint Committee is to explore policy matters and funding that concerns both governing bodies. The Committee will provide collaborative review, analysis, and recommendations regarding the use of infrastructure funds. The Committee will meet bi-weekly, or at the discretion of the Co-Chairs, to work on topics including, but not limited to the following:

- Identify long-term goals and develop short term action plan
- Identify location of student population and determine system capacity
- Overview of building conditions and major maintenance needs
- Budget and capital improvement program
- Ongoing revenue and efficiency considerations

Membership consists of three members of City Council and three members of the School Board, with Co-Chairs selected by the Mayor and School Board Chair. The first meeting shall be an organizational meeting that takes place on Thursday, February, 27th at 5:00 pm, at which the following shall be addressed:

- Identify short term actions to be taken
- Discuss long term goals
- Direct staff research
- Establish future meeting schedule

The body shall meet with the goal of producing a report in April, and will dissolve no later than June 30, 2025. The City Manager or his designee will coordinate the meetings and agenda on the advice of the Co-Chairs. At every meeting committee members will have the opportunity to thoroughly discuss, analyze, and ask questions in order to make a final recommendation.

Meeting Schedule

Wednesday, March 12th at 5:00 pm:	Work Session
Thursday, March 27th at 5:00 pm:	Work Session
Thursday, April 10th at 5:00 pm:	Work Session
Tuesday, April 29th at 4:00 pm:	Joint Meeting with City Council / School Board to present recommendations
Monday June 30 th :	Committee Sunsets

AGENDA ITEM SUMMARY**MEETING DATE**

March 11, 2025

PRESENTED BYWyatt Woody, Director of Parks and
Recreation**AGENDA ITEM # IV.4**

Heritage Park Improvements

RECOMMENDATION

This item will appear for City Council action on the March 25, 2025 General Business agenda. Approval of the return of real estate from Lynchburg City Schools specific to Heritage High School.

SUMMARY

Parks & Recreation is requesting acceptance of a former Heritage High School athletic facility as part of Heritage Park. The facility would be renovated using existing capital funding to provide a much-needed multipurpose field in an area of the City that has limited public recreation options. As part of the renovations, field lighting would be added to extend the availability of the field's use.

The Lynchburg City School Board unanimously approved the return of real estate at their March 4, 2025 meeting.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

City Council previously appropriated funding for improvements and field lighting for Heritage Park.

CONTACT(S)

Wyatt Woody, Director of Parks and Recreation

ATTACHMENT(S)

1. Heritage Park BIB

REVIEWED BY

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: March 06, 2025

HERITAGE PARK PROPERTY TRANSFER

Tuesday, March 11, 2025



PURPOSE & ACTION

Purpose:

Council acceptance of real property transfer from LCS located behind Heritage High School.

Why:

Develops an underutilized property and helps to address an area of the City that was identified as having limited public recreation options. As part of the renovations, field lighting would be added to extend the availability of the field's use.

HERITAGE PARK IMPROVEMENTS



Supported by current master plans and Comprehensive Plan

City Council

Positive public feedback



NEXT STEPS:

March 25, 2025

Acceptance of property transfer from Lynchburg City Schools



AGENDA ITEM SUMMARY**MEETING DATE**

March 11, 2025

PRESENTED BY

Donna Witt, Chief Financial Officer

AGENDA ITEM # IV.5

Virginia Opioid Abatement Authority Grant Award

RECOMMENDATION

Consideration of adopting Resolution #R-25-____ to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Roads to Recovery, Inc. (R2R).

Consideration of introducing Resolution #R-25-____ amending the FY 2025 City/Federal/State Aid Fund budget and appropriating \$193,422 with resources from the Virginia Opioid Abatement Authority's (OAA) Grant to the City of Lynchburg for FY 2025, in relation to a R2R 8-Bed Withdrawal Management Program, for purposes of providing funds to establish and deliver withdrawal management services for individuals with opioid and other substance use disorders in Central Virginia's Planning District 11 (which includes the City, and the Virginia Counties of Amherst, Appomattox, Bedford, and Campbell).

SUMMARY

City Council will consider this item at its regular meeting on March 11, 2025. The City receives funds from the OAA through direct distributions and grants. R2R has applied to utilize City grant funds to establish and deliver withdrawal management services for individuals with opioid and other substance-use disorders in the City. The OAA has awarded R2R \$193,421.31 for this purpose. In order to accept the grant funds and transfer the funds to R2R, City Council is requested to authorize the City Manager to sign the MOU between R2R and the City and also adopt the resolution to appropriate the funds.

PRIOR ACTION(S)**FISCAL IMPACT**

None; the appropriated funds of \$193,422 are resources from the OAA grant

CONTACT(S)

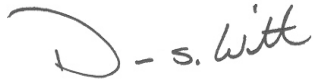
Donna Witt, Chief Financial Officer

ATTACHMENT(S)

1. BIB - OAA grant for R2R
2. Resolution - OAA Award Resolution (R2R)

3. OAA MOU 3.3.2025
4. VA Opioid Abatement Authority Award Acceptance Letter

REVIEWED BY



Donna Witt, Chief Financial Officer

Date: March 06, 2025



Gregory Patrick, Deputy City Manager

Date: March 06, 2025



Alicia Finney, Clerk of Council

Date: March 06, 2025

VIRGINIA OPIOID ABATEMENT AUTHORITY – GRANT AWARD FOR ROADS TO RECOVERY WITHDRAWAL MANAGEMENT PROGRAM

March 11, 2025



PURPOSE

Purpose:

Authorize the City Manager to execute a Memorandum of Understanding (MOU) with Roads to Recovery and appropriate \$193,422 from the Virginia Opioid Abatement Authority (OAA)

Why:

Roads to Recovery in conjunction with the City has successfully applied for funding from the OAA

VIRGINIA OAA FUNDS

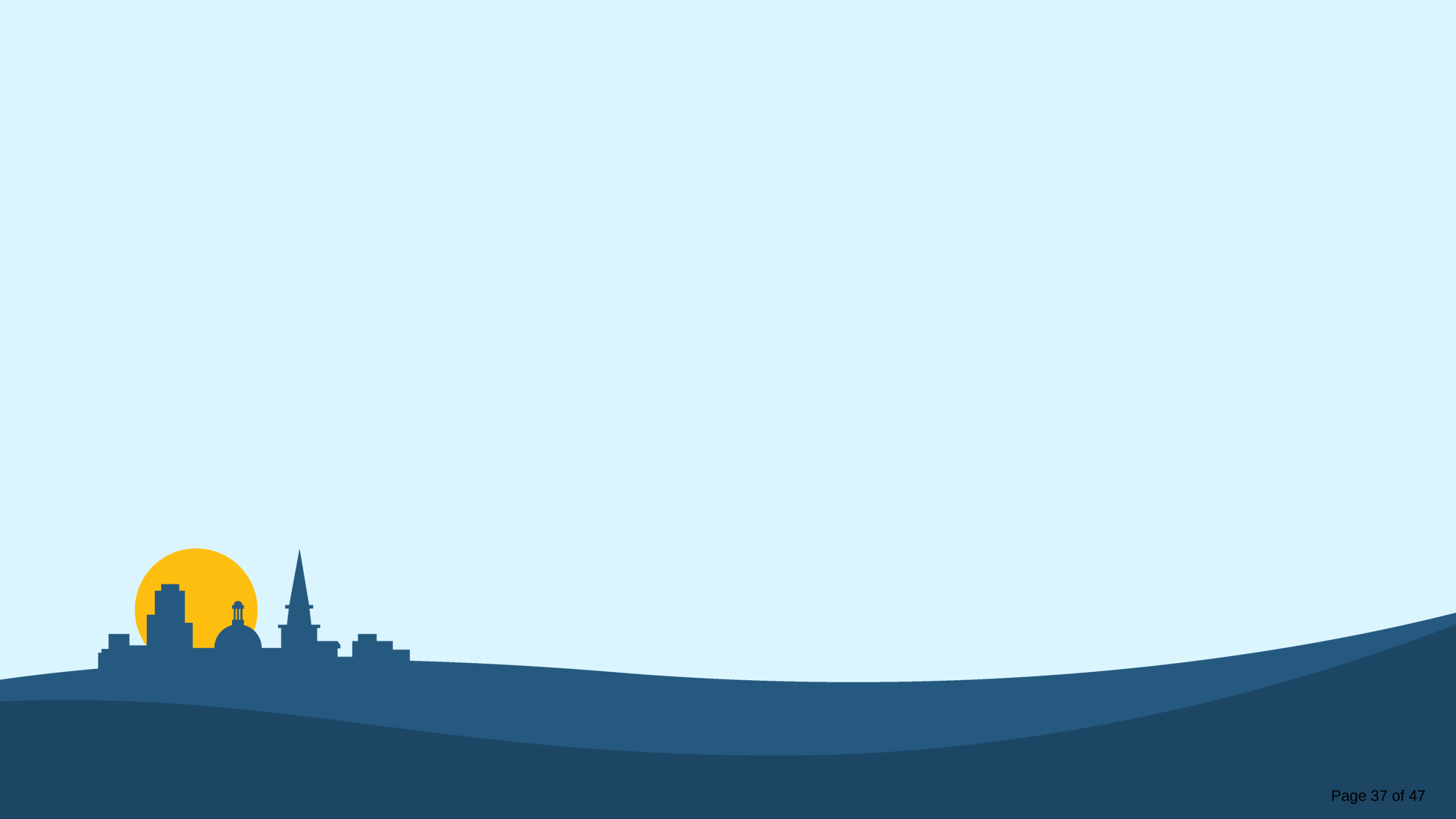
There are three sources of funding through the OAA:

1. Direct distribution to participating localities, which includes the City
 - Appropriated for use by the Recovery Court
2. Funds allocated to the locality but must be approved through an application process
 - Requesting appropriation for Roads to Recovery
3. Funds available through a competitive grant process
 - Appropriated for Horizon Behavioral Health



NEXT STEPS

- Authorize the City Manager to execute the MOU with Roads to Recovery
- Appropriate OAA grant funds for use by Roads to Recovery for a withdrawal management program



RESOLUTION:

#R-25-_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the City of Lynchburg, Virginia ("City"), as a fiscal agent for Roads to Recovery, Inc. ("R2R"), a nonprofit Recovery Community Organization duly organized and existing under the laws of the Commonwealth of Virginia, shall manage a grant from the Virginia Opioid Abatement Authority (the "OAA"), such grant being specific to R2R establishing and maintaining an 8-Bed Withdrawal Management Program and providing services related to the same, for individuals with opioid and other substance use disorders in Central Virginia's Planning District 11 (which includes the City, and the Virginia Counties of Amherst, Appomattox, Bedford, and Campbell), hereafter the "Project", in accordance with a proposed Memorandum of Understanding ("MOU"), between the City and R2R, dated March 11, 2025, and incorporated herein by reference.
2. That the City Manager, or his designee, on behalf of the City, is authorized to execute the MOU with R2R in relation to the Project and may take any further actions necessary in connection with the same.
3. That this Resolution shall be effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

RESOLUTION:

#R-25-_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG: that the FY 2025 City/Federal/State Aid Fund Budget is amended and \$193,422 is appropriated therein for expenditure, with resources from a Virginia Opioid Abatement Authority ("OAA") grant to the City of Lynchburg, Virginia ("City") for FY 2025, in relation to a Roads to Recovery, Inc. 8-Bed Withdrawal Management Program, for purposes of providing funds to establish and deliver withdrawal management services for individuals with opioid and other substance use disorders in Central Virginia's Planning District 11 (which includes the City, and the Virginia Counties of Amherst, Appomattox, Bedford, and Campbell).

Introduced:

Adopted:

Certified: _____
Clerk of Council



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

ROADS TO RECOVERY, INC. AND CITY OF LYNCHBURG, VIRGINIA

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into on this 11th day of March, 2025, by and between Roads to Recovery, Inc. ("R2R"), a nonprofit Recovery Community Organization duly organized and existing under the laws of the Commonwealth of Virginia, and the City of Lynchburg, Virginia ("City"), a municipal corporation and political subdivision of the Commonwealth of Virginia, collectively referred to as the "Parties."

RECITALS

WHEREAS, R2R met with the City in 2024 to discuss a partnership and application to the Virginia Opioid Abatement Authority ("OAA") for funds to allow R2R to establish and deliver withdrawal management services for individuals with opioid and other substance use disorders in the City of Lynchburg, Virginia and the Commonwealth of Virginia. Further, R2R demonstrated their organization possesses the necessary expertise, experience, and capacity to deliver medically supervised withdrawal management services to those individuals, and R2R worked with the City to apply for OAA funding in the Fall of 2024. Subsequently, the OAA approved the use and allocation of OAA funding in the amount of One Hundred Ninety-Three Thousand Four Hundred Twenty-One Dollars and Thirty-One Cents (**\$193,421.31**) for the purpose of addressing the Opioid Epidemic through the establishment and operation of an 8-Bed Withdrawal Management Program in Central Virginia's Planning District 11 which includes the City, and the Counties of Amherst, Appomattox, Bedford, and Campbell; and

WHEREAS, R2R was founded in 2010 and incorporated in 2013 as a Recovery Community Organization, and since that time has provided critical recovery support services, including recovery housing and center-based peer recovery support ("PRS") services, to over two hundred (200) individuals annually who are seeking recovery from substance use disorders ("SUDs"); and

WHEREAS, the City, in furtherance of its commitment to public health, the well-being of City residents, and helping fight the Opioid Epidemic across the Commonwealth of Virginia, has agreed to partner with R2R and act as the fiscal agent to ensure that the OAA funds are administered and utilized in compliance with all applicable OAA, legal, and regulatory requirements; and

WHEREAS, the Parties mutually desire to set forth their respective roles and responsibilities in implementing the said 8-Bed Withdrawal Management Program in a manner that is transparent, efficient, and beneficial to the City, R2R, and the community; and

WHEREAS, the “Project” subject to this MOU is briefly described as follows:

City will partner with R2R to provide partial funding for staff-related costs for a Withdrawal Management Program (WMP). The WMP will provide care, support, and connection to ongoing treatment and recovery services for up to 417 adults each year who are experiencing withdrawal from opioid and other substance use disorders in Central Virginia's Planning District 11 which includes the City, and the Counties of Amherst, Appomattox, Bedford, and Campbell. The eight-bed program emphasizes evidence-based peer and social supports for the delivery of detoxification services in a safe and supportive environment, including wraparound support for seamless transitioning to treatment and other recovery support services, and other community services that will assist our people to achieve and sustain recovery. The program includes a specialized, structured environment for individuals experiencing opioid and other substance withdrawal sufficient to require 24-hour support but not require the resources of a hospital facility. R2R’s proposal will fund programming/service costs for FY25.; and

WHEREAS, the City, by a Resolution duly adopted by the Lynchburg City Council on March 11, 2025, the City Manager was authorized to: 1) execute a grant application to the OAA for programming/service costs for FY25 in relation to the Project in the amount of \$193,421.31, 2) to accept the grant award connected with the said application, and 3) to execute all documents in connection therewith, in relation to the “Project”; and

WHEREAS, R2R and the City desire to enter into this MOU to memorialize their relationship under the said OAA grant application and the “Project”.

NOW, THEREFORE, WITNESSETH: that the Parties to this MOU, in consideration of the above recitals and the mutual covenants and stipulations set out herein, agree as follows:

1. Upon receipt of the funds connected to the OAA grant for the Project, R2R shall use all of the said funds in accordance with all applicable requirements, terms, and conditions of the OAA grant for the Project. If R2R violates such requirements, terms, conditions, and/or any representations made herein by R2R as to the Project, then within thirty (30) days of a written request from the OAA, or the City acting on behalf of the OAA, R2R shall return to the OAA or the City, as applicable, any and all funds not used in compliance with the requirements, terms, and/or conditions of the OAA grant for the Project.
2. R2R shall provide the City, upon request and in writing, a list of all grants received for the Project or related/connected to the Project.
3. R2R represents to the City that the Project will achieve sustainable funding without OAA assistance by Fiscal Year 2027 (FY27).

4. R2R represents that the Project's 8-Bed Withdrawal Management Program and its connected facilities, once completed and ready for use, will remain in operation for at least five (5) full calendar years for its stated and anticipated purpose(s), or all of the OAA grant funding contemplated hereby will be returned to the City (and in turn provided to the OAA) by R2R, with the option at the OAA's discretion, that such amounts may be prorated to account for the years that the said 8-Bed Withdrawal Management Program and its connected facilities remained in operation.

5. R2R further represents that the Project's 8-Bed Withdrawal Management Program and its connected facilities, once completed and ready for use, will be used for purposes of the Project during the life of the said OAA grant award and any subsequent OAA grant awards for the Project.

6. R2R will provide the following services at its sole effort and expense:

- A. Medically Supervised Peer Delivered Detox Support: Ensure 24/7 monitoring and medical oversight of individuals undergoing withdrawal management.
- B. Nursing Assessments: Conduct intake and comprehensive assessments to determine appropriate care pathways.
- C. Peer Recovery Support Services: Offer peer coaching and recovery planning to individuals before, during, and after withdrawal management.
- D. Referral and Case Management: Provide linkages to long-term treatment, housing, and wraparound services.
- E. Community Engagement & Outreach: Educate and inform the public about available withdrawal management services and increase program access for underserved populations.
- F. Comply with all applicable local, state, and federal requirements connected to its operations and the OAA grant for the Project and the 8-Bed Withdrawal Management Program.
- G. Ensure that all program staff, including medical and peer recovery specialists, are properly trained and credentialed.
- H. Manage the day-to-day operations of the 8-Bed Withdrawal Management Program and its connected facilities, ensuring the highest quality of care and safety for program participants.
- I. Submit required program reports, financial records, and evaluation data to the City, and where required the OAA, in a timely manner.
- J. Collaborate with community partners, law enforcement, and healthcare providers to ensure continuity of care for individuals served.
- K. R2R shall maintain accurate financial records and provide documentation of expenditures to the City upon request.
- L. Comply with R2R-required financial reporting requirements connected to the OAA grant contemplated hereby and the Project.

7. The City shall, at its sole effort and expense:
 - A. Serve as the fiscal agent for the OAA grant for the Project, ensuring compliance with City-required financial reporting requirements connected to the same.
 - B. Assist in the oversight and administration of the OAA grant funds for the Project where required by state and federal regulations.
 - C. Facilitate connections between R2R and relevant municipal agencies, including public health and social services.
 - D. Provide oversight in the collection of program data and evaluation metrics to assess program effectiveness.
 - E. Assist in promoting public awareness of the program and its benefits to the community.
 - E. The City, as the fiscal agent, will ensure that funds are disbursed in accordance with the terms of the OAA grant agreement.
8. The 8-Bed Withdrawal Management Program of the Project, for FY25, will be funded in the amount of \$193,421.31 through the OAA. Such funds shall be used exclusively for program-related costs, including staff salaries, supplies, operational expenses, and administrative costs.
9. This MOU shall take effect upon execution by the Parties and shall remain in effect for the duration of the funding period unless modified by mutual written agreement or terminated by either Party hereto with thirty (30) days' written notice.
10. Both Parties shall comply with all federal, state, and local laws and regulations, which apply to them under the Project and the 8-Bed Withdrawal Management Program, including where applicable HIPAA and the confidentiality provisions under 42 CFR Part 2.
11. If any part, provision, or portion of this MOU is deemed unenforceable by a court of competent jurisdiction, then the Parties agree all remaining parts, provisions, and portions of this MOU shall remain in full force and effect.
12. This MOU embodies the entire understanding of the Parties, and it supersedes all previous agreements that may have existed between the Parties with respect to the subjects described herein.
13. Modifications, additions, amendments, and/or alternations to any of the provisions of this MOU shall be in writing and signed by duly authorized representatives of the Parties.
14. This MOU shall be governed in its entirety by the laws of the Commonwealth of Virginia. Any litigation arising between the Parties hereto, in relation to this MOU, shall be filed in the courts of the City of Lynchburg, Virginia.

15. R2R shall maintain all necessary licenses, permits, approvals, and the like connected to its operations, this MOU, or both.

16. All notices or other writings required to be given under this MOU shall be given by date-and-time stamped facsimile, hand delivery with signed receipt, overnight or other courier with signed receipt, or by return receipt certified or registered mail, addressed to the proper Party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given within seven (7) days of being sent or provided:

If to City:

City of Lynchburg, Virginia
Attn: Chief Financial Officer
900 Church Street
Lynchburg, VA 24504

If to R2R:

Roads to Recovery, Inc.
Attn: Sandy Kanehl, CEO
3000 Langhorne Road
Lynchburg, VA 24501

17. The Parties shall be deemed and construed as independent contractors with respect to one another for all purposes, and nothing contained in this MOU shall be determined to create a partnership or joint venture between R2R and the City with respect to the Parties' activities under this MOU. R2R and the City are each responsible for their own respective liabilities under this MOU.

18. The waiver by either R2R or the City of any default or breach by the other Party of any of the provisions of this MOU shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision hereof.

19. This MOU shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Further, this MOU, nor any part thereof, may be assigned without the written consent of the non-assigning Party.

20. No third-party beneficiaries are intended by this MOU.

21. The Parties agree this MOU may be executed by electronic signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. This MOU may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one document.

IN WITNESS WHEREOF, the Parties, or authorized agents on their behalf, do hereby execute this MOU as of the date first above written.

Roads to Recovery, Inc.:

Sandy Kanehl, CEO

Date: _____

City of Lynchburg, Virginia:

Wynter C. Benda, City Manager

Date: _____



VIRGINIA OPIOID ABATEMENT AUTHORITY

701 E. Franklin St, Ste 803, Richmond, VA 23219

info@voaa.us

www.voaa.us

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CSB

Dr. James Thompson,
MD
Master Center for
Addiction Medicine

January 29, 2025

Lynchburg City
Donna S. Witt
Chief Financial Officer (CFO)
900 Church Street
Lynchburg, Virginia 24504
donna.witt@lynchburgva.gov

Dear Ms. Witt,

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that Lynchburg City has been awarded an Individual Distribution grant in the amount of \$193,421.31 to support its Roads to Recovery Withdrawal Management Program.

The OAA Board of Directors has invested considerable time and effort to ensure that Virginia allocates its share of the national opioid settlements in a manner that saves lives, restores families, and safeguards communities. This is a major challenge and will require a strengthening of partnerships between community-based organizations, local governments, state agencies, and many other stakeholders. Efforts such as Lynchburg City's have the potential to exemplify how we can work together to turn the tide of the opioid crisis in Virginia.

Details about the award being offered by the OAA are attached to this letter. We look forward to receiving your acceptance and to working together on this important mission.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd", is written over a horizontal line.

Senator Todd Pillion, Chairman
Virginia Opioid Abatement Authority Board of Directors



VIRGINIA OPIOID ABATEMENT AUTHORITY AWARD ACCEPTANCE PACKAGE

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

January 29, 2025

Lynchburg City
Donna S. Witt
Chief Financial Officer (CFO)
900 Church Street
Lynchburg, Virginia 24504
donna.witt@lynchburgva.gov

RE: Individual Distribution - Roads to Recovery Withdrawal Management Program

This letter confirms that on December 6, 2024, the Virginia Opioid Abatement Authority's (OAA) Grants Committee voted to award **\$193,421.31** as an Individual Distribution grant to Lynchburg City for **fiscal year 2025** to the Roads to Recovery Withdrawal Management Program. The performance period for fiscal year 2025 is **July 1, 2024 - June 30, 2025**. The award will be transmitted in a lump sum.

Attached to this letter are the financial details, contingencies, terms and conditions, and the approved performance measures, and a signature page accepting all contents and terms of the award.

An annual report will be due by September 1, 2025, regarding the performance measures, timeline, and the use of the funds.

Please sign and return a copy of this award package to info@voaa.us. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is **IDIC680101-0A01**

The OAA will gladly assist you in any way we can to assure your plans are successful.

Thanks and Regards,

A handwritten signature in black ink, appearing to be "CL", representing Cecil "Charlie" Lintecum.

Cecil "Charlie" Lintecum
Director of Operations
804-500-1811
clintecum@voaa.us
www.voaa.us

**OAA Award Financial Details**

Awardee City or County
Lynchburg City

	<u>FY2024</u>	<u>FY2025</u>
Total Project Cost	\$0.00	\$193,421.31
Total Non-OAA Funds	\$0.00	\$0.00
Total OAA Awards	\$0.00	\$193,421.31

Project Title:

Roads to Recovery Withdrawal Management Program

Grant Number:

IDIC680101-OA01

OAA Grant Award(s)		
OAA Grant Type(s)	FY2024	FY2025
Individual Distribution	\$0.00	\$193,421.31
Gold Standard	\$0.00	\$0.00
Individual Distribution Carry Forward	\$0.00	\$0.00
Gold Standard Carry Forward	\$0.00	\$0.00
Individual Planning	\$0.00	\$0.00
Unrestricted Support	\$0.00	\$0.00
Total OAA Grant Award(s)	\$0.00	\$193,421.31

Non-OAA Matching Funds		
Non-OAA Matching Type(s)	FY2024	FY2025
Direct Distribution	\$0.00	\$0.00
General Funds	\$0.00	\$0.00
Other Grants	\$0.00	\$0.00
Donations	\$0.00	\$0.00
Other Funds [Description]	\$0.00	\$0.00
Total Non-OAA Matching Funds	\$0.00	\$0.00
Non-OAA Matching Funds are not awarded by OAA, however their inclusion in an OAA award designates them a contingent revenue for the awarded project.		

Contingencies and Signature Accepting Award

On behalf of Lynchburg City and as the recipient of this award, I am cognizant of and agree to the terms and conditions as fully set out in the document entitled *Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and Counties*. More specifically, I acknowledge my obligations under said document with respect to the "Use of Funds" in Section 2, to refrain from "False Statements" as described in Section 10, not to misuse the award and thus incur a debt as described in Section 11 and agree to use the award only for the purposes described in the application and/or award as set out in Section 20. Should the OAA determine that I have incurred a debt pursuant to Section 11, the OAA in its discretion will require the debt: (1) to be paid promptly, (2) to be paid according to a mutually agreeable arrangement, or (3) to be collected by taking any action available by law.

Further, Lynchburg City understands and acknowledges that the following conditions must be met as part of accepting this award before the OAA will transmit the funds:

- Completion of a Memorandum of Understanding (MOU) between the fiscal agent and subrecipients

As the duly authorized representative of the recipient, I hereby accept this award and agree to the terms and conditions of this award, all items contained in and attached to the application resulting in this award, all other information contained herein, and all other provisions of local, state, and federal law that pertain to this award.



Donna S. Witt

Chief Financial Officer, Lynchburg City

Date

1/31/2025