



CITY COUNCIL WORK SESSION

Tuesday, February 10, 2026 | 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**
 - III.1. Central Virginia Continuum of Care Update
 - III.2. Park View Community Mission's Life Skills Institute Update
 - III.3. Horizon Behavioral Health Update
- IV. Business Item Briefing(s)**
 - IV.4. Repeal of Outdated Procurement Ordinance
 - IV.5. City-wide Youth Curfew Ordinance Extension
 - IV.6. Councilmember Misjuns - Safe Haven Baby Boxes
 - IV.7. Councilmember Faraldi - Cooperating with State and Federal Authorities
- V. Roll Call**
 - V.8. Councilmember Timmer - *EOC Plan Overview*
 - V.9. Councilmember Faraldi - *Amendment to the Snow Removal Penalty*
- VI. Closed Session**

AGENDA ITEM SUMMARY**MEETING DATE**

February 10, 2026

PRESENTED BYSarah Quarantotto - Executive Director -
Miriam's House**AGENDA ITEM # III.1**

Central Virginia Continuum of Care Update

RECOMMENDATION

Hear a presentation from the Central Virginia Continuum of Care.

SUMMARY

The Central Virginia Continuum of Care (CVCoC) is a coalition of agencies, nonprofits, congregations and individuals working to end homelessness. The CVCoC is responsible for the homeless response system that meets the needs of persons experiencing homelessness in the City of Lynchburg and the Counties of Amherst, Appomattox, Bedford and Campbell.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

The City provides Community Development Block Grant (CDBG) funding for the Central Virginia Continuum of Care, in partnership with the Lynchburg Redevelopment and Housing Authority, to assist households experiencing a housing crisis. This service was created in 2014 to comply with the Department of Housing and Urban Development's requirement that every community have a coordinated intake process for homeless services in order to be eligible for federal homeless assistance grants.

CONTACT(S)

Sarah Quarantotto - Executive Director - Miriam's House

ATTACHMENT(S)

1. Presentation

REVIEWED BY



Kent White, Assistant City Manager

Date: February 03, 2026



Alicia Finney, Clerk of Council

Date: February 05, 2026



Homeless Response in Central Virginia

Presented by the Central Virginia Continuum of Care's Lead Agency:



Outline

Background

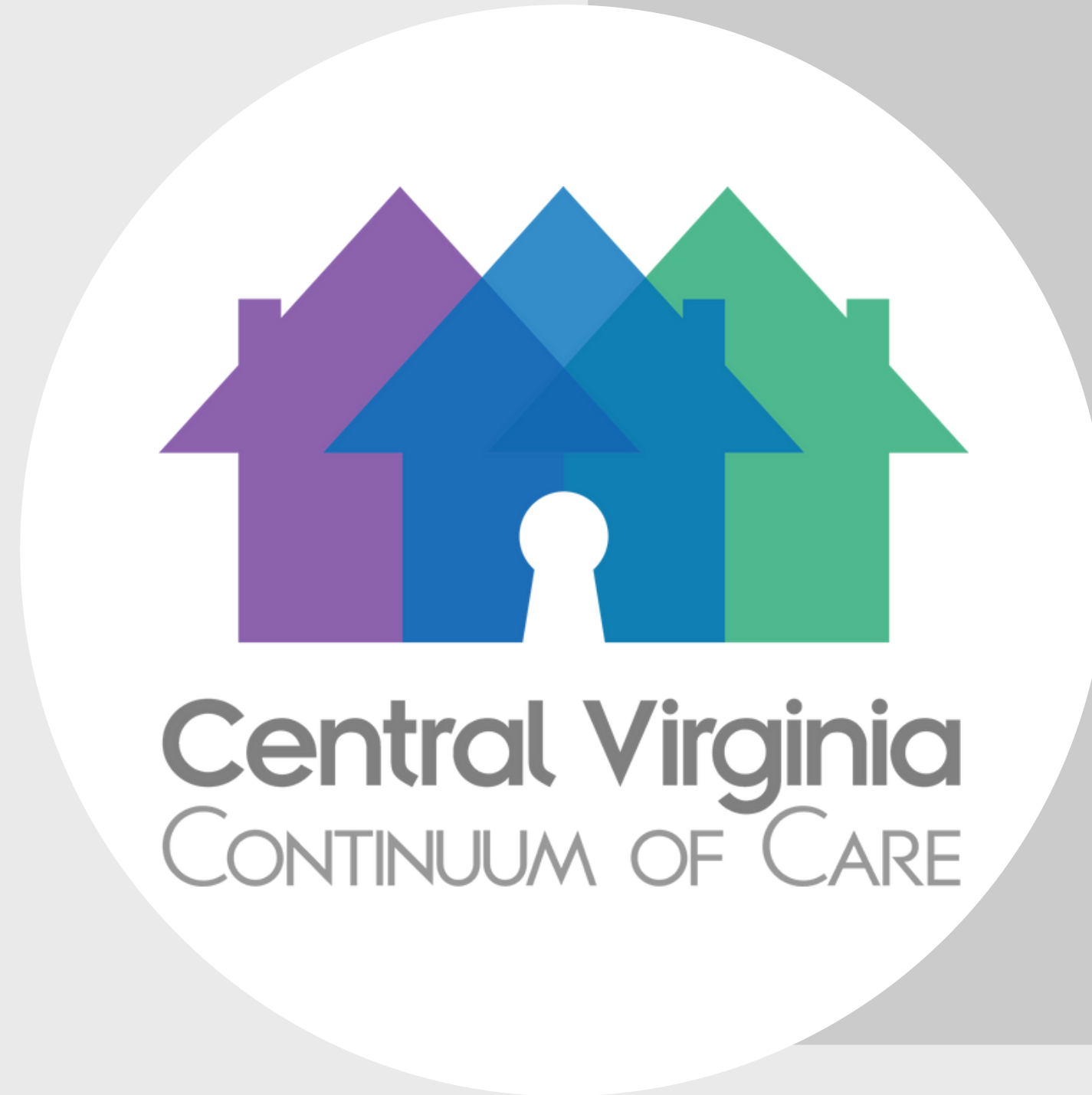
Governance

Resources and Investments

Homeless Programs

Homelessness by the Numbers

Needs, Opportunities & Successes



What is a

A CONTINUUM OF CARE?



A homeless coalition responsible for forming and improving a homeless response system within a designated geographic area.

Each CoC is a membership organization that designates one agency (backbone agency) to lead homeless response and fulfill the community responsibilities required by the U.S. Department of Housing & Urban Development (HUD).

Background of the Continuum of Care Program

Federal Law

1987

Congress passed the first federal law addressing homelessness which provided federal grants for agencies serving the homeless

Coordination Mandate

1994

HUD required that communities come together as a coalition to address homelessness and apply for federal grants

Homeless Response in Central Virginia | 2026

Federal Grant

1992

Miriam's House received the first federal grant to address homelessness in central VA

Local Coordination

1996

The Central Virginia Homeless and Housing Coalition was created to fulfill this mandate; later changed to the Central Virginia Continuum of Care

What is the Central Virginia Continuum of Care?

The Central Virginia Continuum of Care (CVCoC) is a **coalition of agencies, nonprofits, congregations, and individuals** working to end homelessness in central Virginia.

The CVCoC is responsible for the **homeless response system** that meets the needs of persons experiencing homelessness in the City of Lynchburg and the counties of Amherst, Appomattox, Bedford, and Campbell.

Each CoC designates a **lead agency** to carry out the tasks required by HUD. Miriam's House is the designated lead agency for the CVCoC.



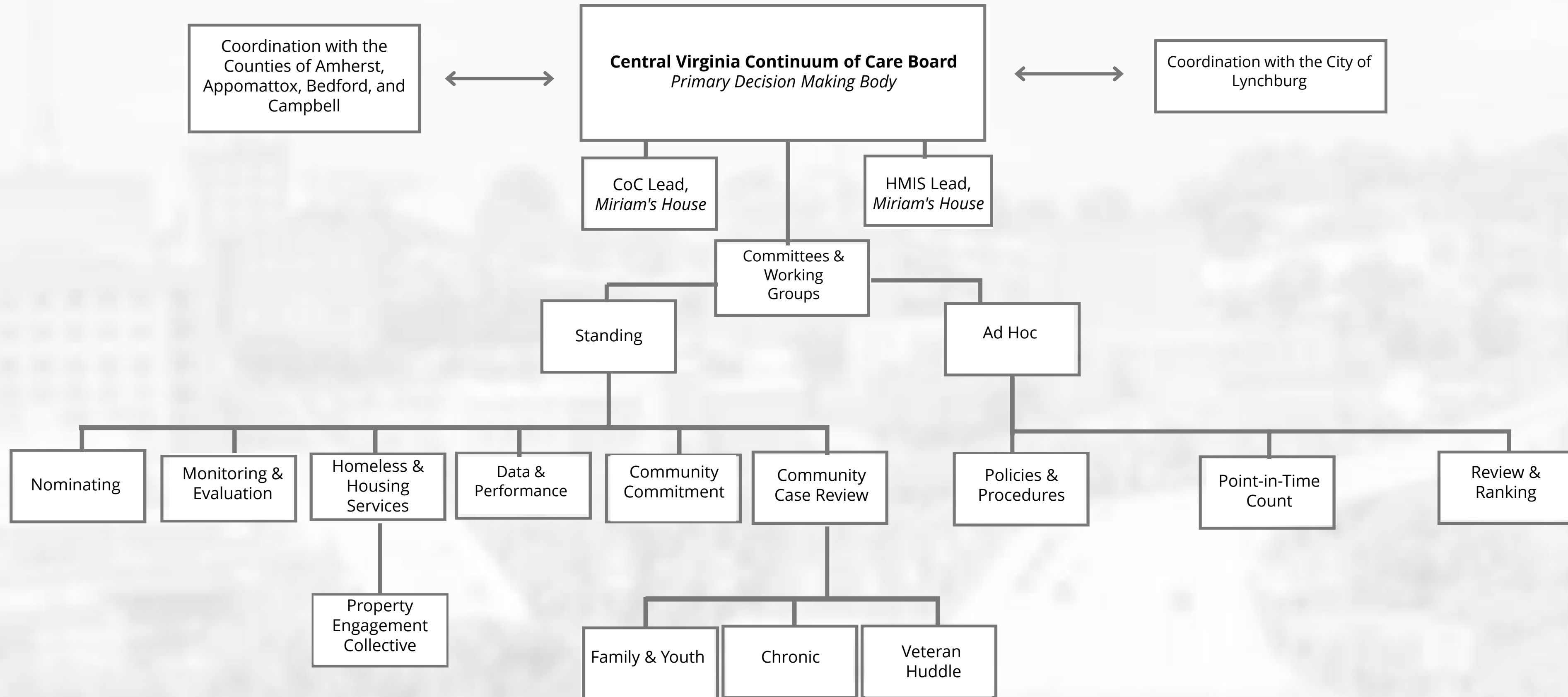
VISION

The vision of the Central Virginia CoC is for the homeless response system to have the capacity and resources to quickly house all persons and families experiencing homelessness in the City of Lynchburg and the Counties of Amherst, Appomattox, Bedford, and Campbell in a stable, safe, decent, and affordable home.

MISSION

The mission of the Central Virginia CoC is to ensure that homelessness is rare, brief and non-recurring.

CoC Governance



Board Chair

Tab Robertson
Horizon Behavioral Health

Board Vice Chair

April Watson
Lynchburg Dept. of Human Services

Board Secretary

Traci Blido
Virginia Career Works

Tracey Ballagh
Rush Homes

Shawne Farmer
Interfaith Outreach Association

Claude Gardner
The Ramp Church

Nancy Hubbard
YWCA of Central Virginia

Katie Jennings
Lynchburg Police Department

Heather Keyes
Community Access Network

Mary Mayrose
Lynchburg Redevelopment and Housing Authority

Bret McElroy
The Salvation Army

Mickey Paige, Jr.
Central Virginia Community College

Sarah Quarantotto
Miriam's House

Tamara Rosser
Lynchburg Community Action Group

Jeremy White
Blue Ridge Consumer Law

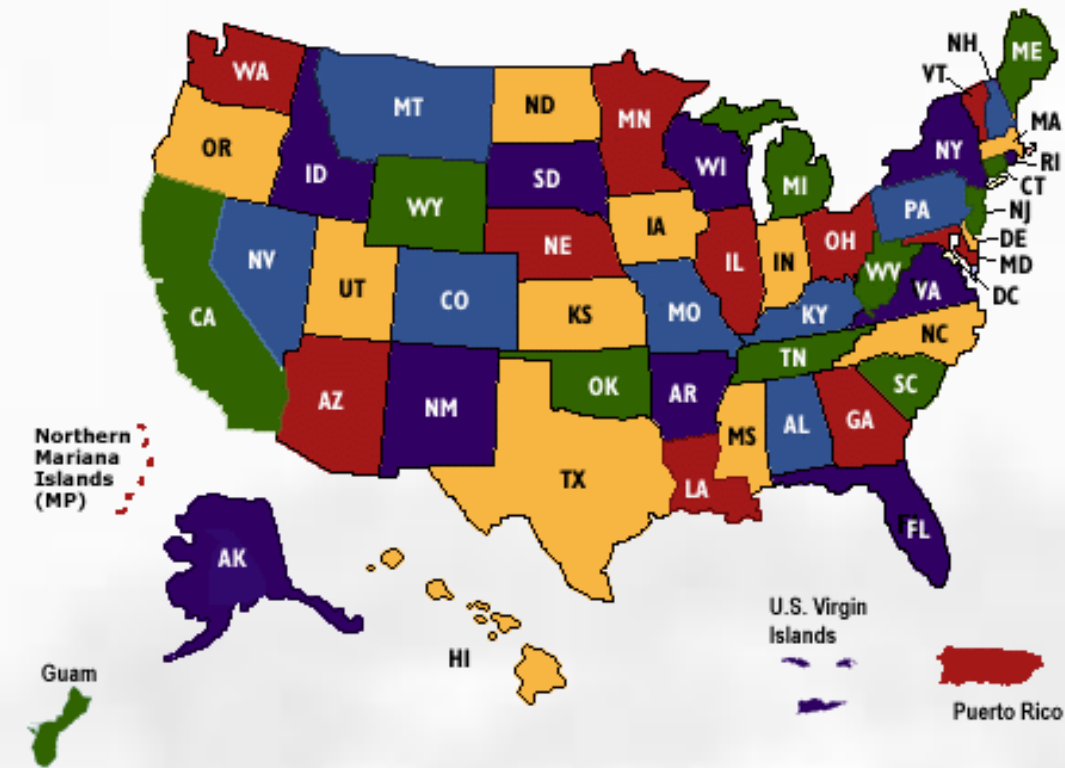
Pat Young
Centra Health



2023 – 2026 Member Agencies

Bedford Domestic Violence Services	Lynchburg City Schools	University of Lynchburg
Blue Ridge Consumer Law	Lynchburg Daily Bread	Virginia Dept. of Veteran Services
Centra Health	Lynchburg Dept. of Human Services	Volunteers of America
Central Virginia Health District	Lynchburg Redevelopment and Housing Authority	YWCA of Central Virginia
Central Virginia Community College	Miriam's House	
Central Virginia Workforce Development Board	Old Dominion Job Corps Center	
City of Lynchburg	Park View Community Mission	
Community Access Network	Rush Homes	
Horizon Behavioral Health	Salem Veteran Affairs	
Interfaith Outreach	The Haven	
Johnson Health Center	Total Action for Progress	
The Lighthouse	Unite Us	
Lynchburg Area Veterans Council	United Way of Central Virginia	

400 other CoCs.



15 other CoCs.

CoC Funding

Total Investment = **\$1,475,877**

Federal

The CVCoC received **\$576,606** from the US Dept. of Housing and Urban Development

State

The CVCoC received **\$785,144** from the Virginia Dept. of Housing and Community Development

Local

The CVCoC received **\$114,127** through the Community Development Block Grant funding



Funded Agencies

Interfaith Outreach

Homeless Prevention

LRHA

Permanent Supportive Housing

The Ramp

Low-Barrier Emergency Shelter

Miriam's House

Homeless Information Line
Rapid Rehousing
Permanent Supportive Housing
CoC Planning
HMIS

Salvation Army

Low-Barrier Warming Shelter

Community Access Network

Street Outreach

LynCAG

HOPWA

ACCESS POINTS

for households facing a housing crisis

Coordinated Homeless Intake and Access (CHIA)

for households who are currently homeless or at imminent risk of becoming homeless

Domestic Violence Hotline

for households in a domestic violence situation and in need of immediate shelter

Homeless Outreach & Mobile Engagement (HOME)

for households in an unsheltered situation

Homeless Prevention & Diversion

for households not already homeless or with other resources

Emergency & Domestic Violence Shelter

for households already homeless or DV victims

Street Outreach

for households unable to go to shelter

Household retains housing or locates new housing (does not need shelter)

Low barrier households - self-resolves or exits without need for further intervention.

Households with children, youth, & veterans.

Chronically homeless households & veterans



Community Based Housing

(Private rental housing, living with family, subsidized housing, etc.)



Rapid Re-Housing

(Short-term rental assistance and case management)

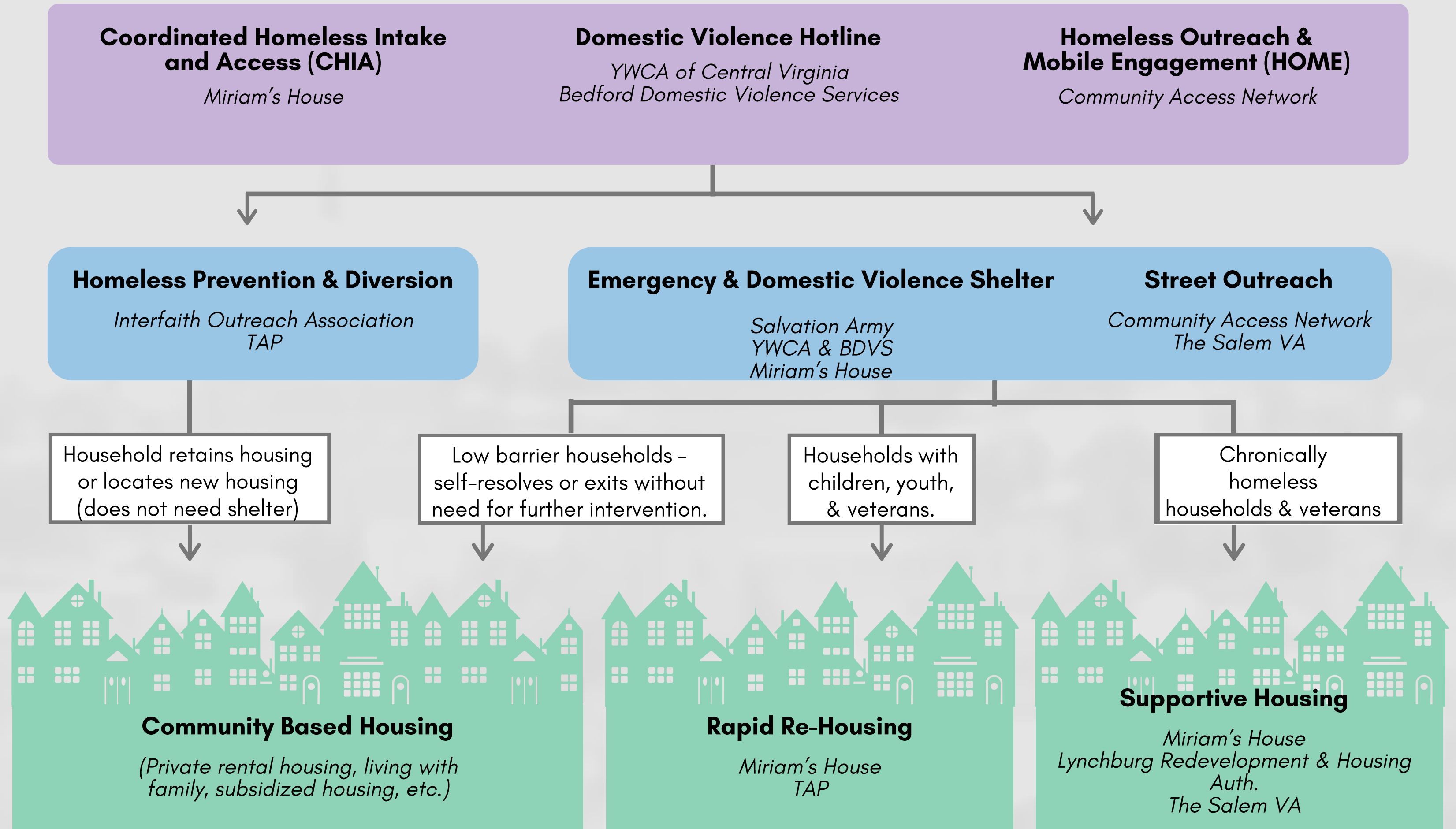


Supportive Housing

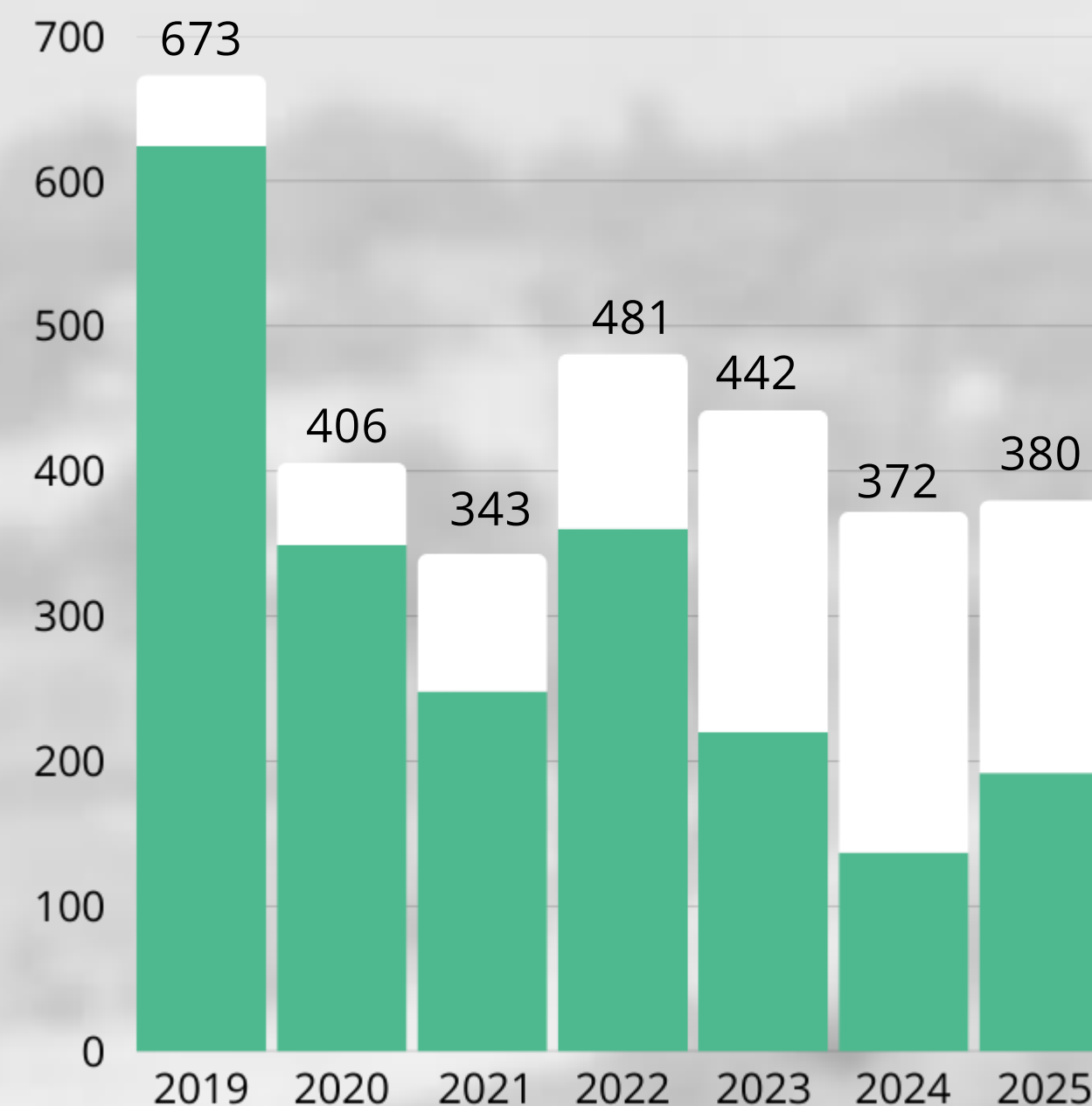
(Long-term rental assistance and case management)

ACCESS POINTS

for households facing a housing crisis



How many people experience homelessness in central Virginia each year?



Source: Homeless Management Information System for the US Department of Housing and Urban Development

How many people experienced homelessness on a single night in January?

A count on a single night of the persons in the City of Lynchburg and the four surrounding counties experiencing homelessness.

21% decrease in overall homelessness since 2019.

Source: Homeless Management Information System for the US Department of Housing and Urban Development



Unsheltered Homelessness on a Single Night in Central Virginia

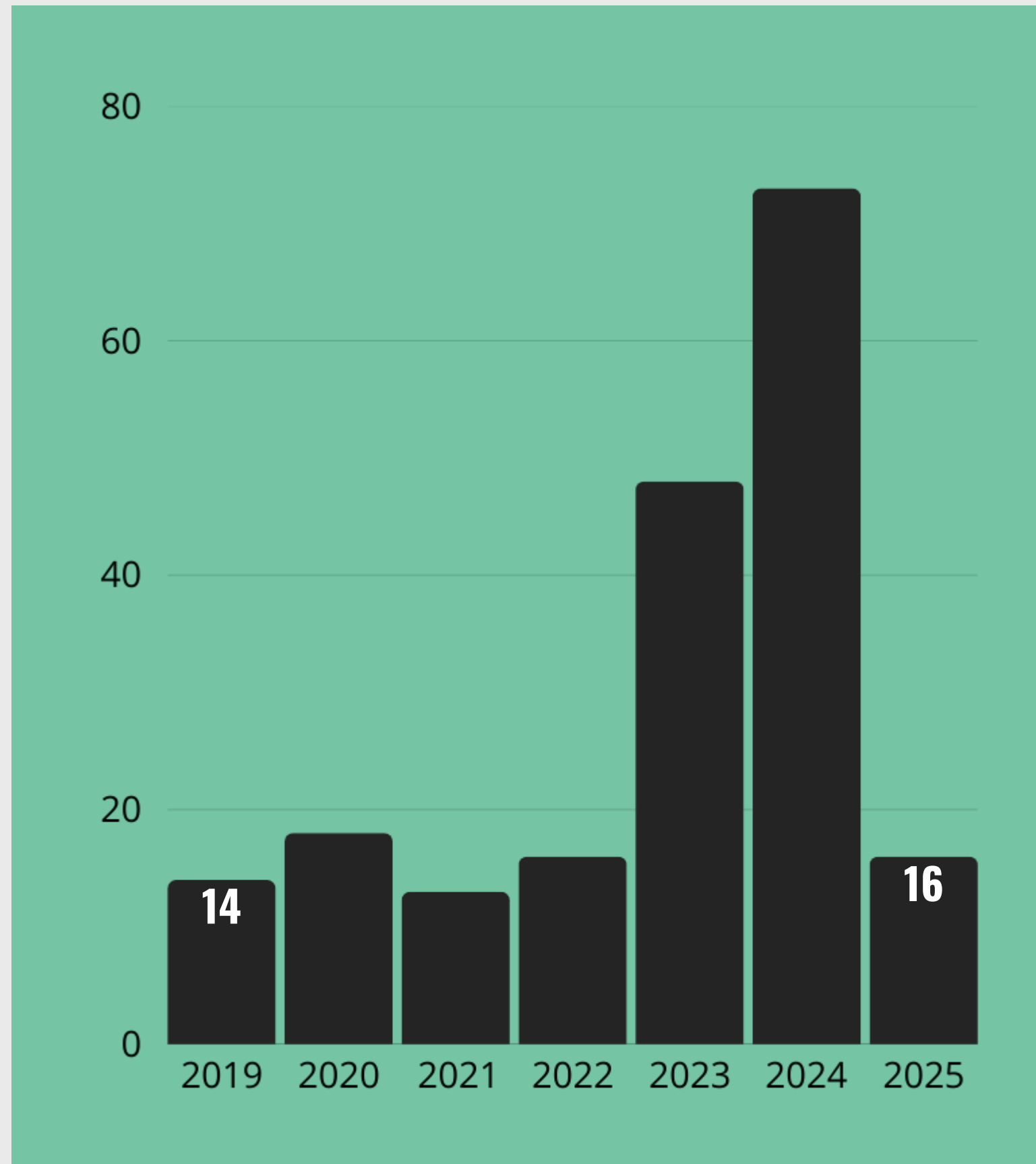
A count on a single night of the persons in the City of Lynchburg and the four surrounding counties experiencing homelessness.

14% increase in unsheltered homelessness since 2019.



Source: US Department of Housing and Urban Development Homelessness Data Exchange

Homeless Response in Central Virginia | 2026



Homelessness on a Single Night in Central Virginia

Priority Subpopulations



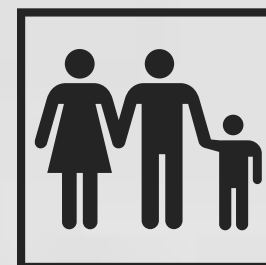
CHRONICALLY HOMELESS

60% decrease since 2019



VETERANS

60% decrease since 2019



PERSONS IN FAMILIES

63% decrease since 2019



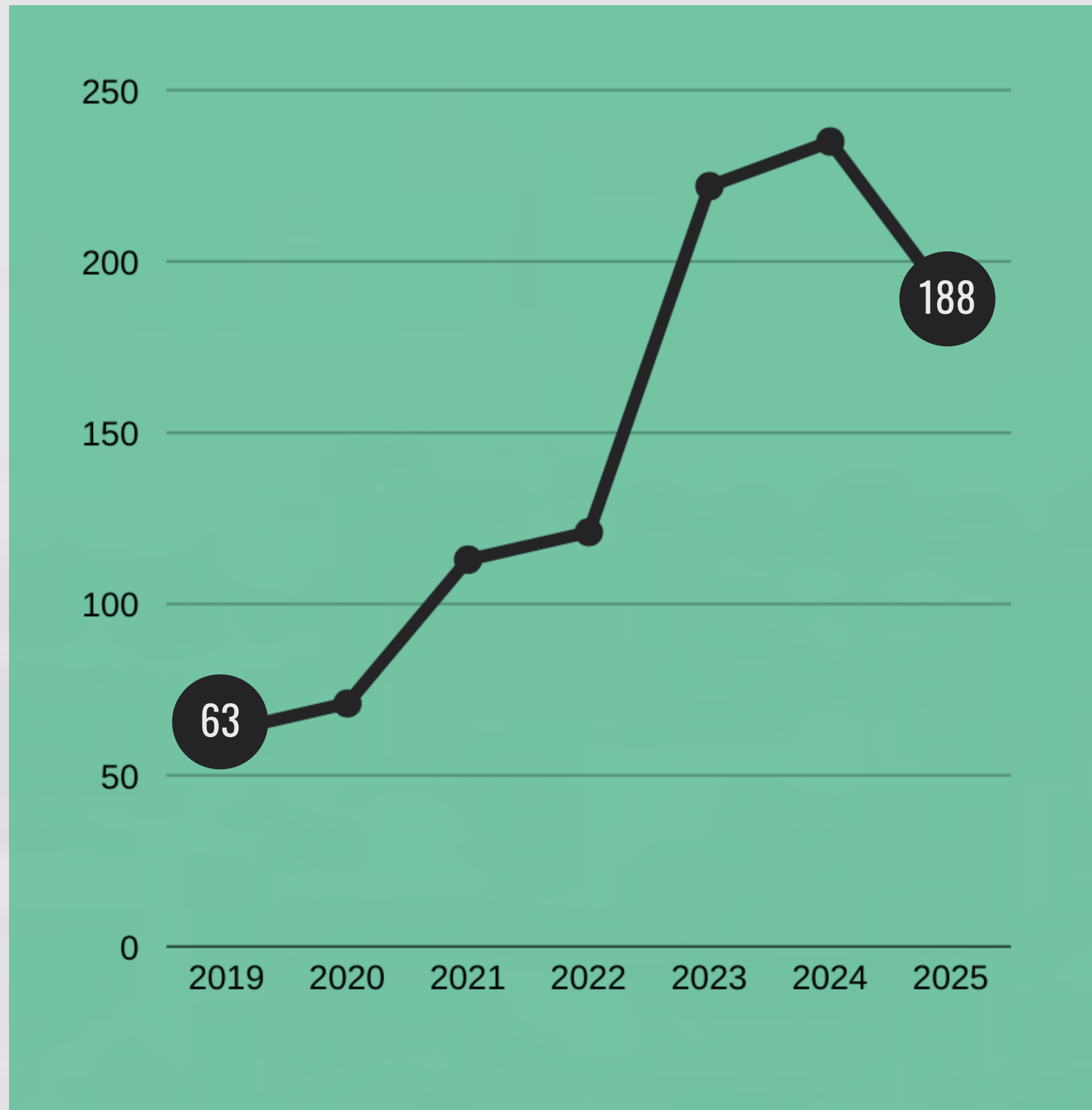
UNACCOMPANIED YOUTH

60% decrease since 2019

Source: US Department of Housing and Urban Development Homelessness Data Exchange

Annual Unsheltered Homelessness in Central Virginia

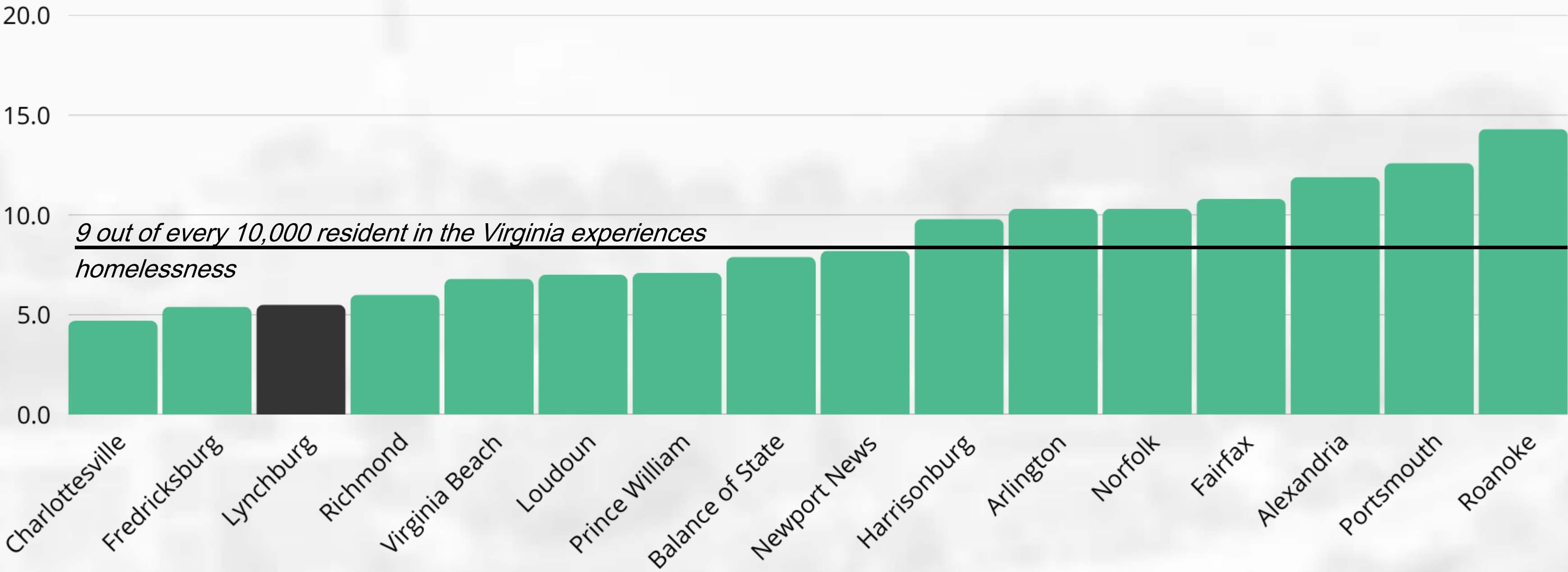
198% increase in unsheltered
homelessness from 2019 to 2025.

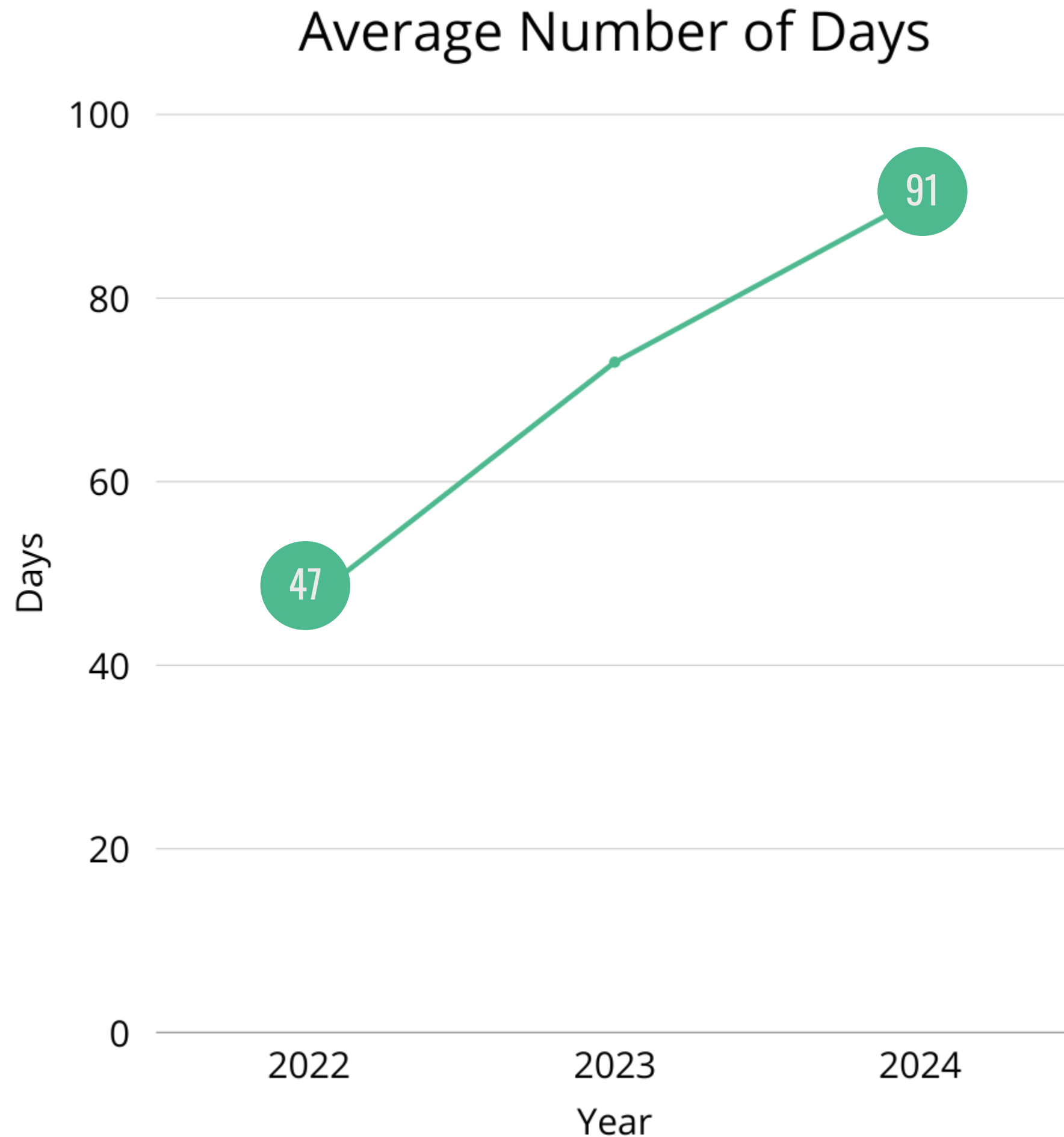


*Source: Homeless Management Information System for the
US Department of Housing and Urban Development*

Per Capita Experiences of Homelessness in Virginia

The CVCoC had the 3rd lowest per capita experiences of homelessness in the Commonwealth of Virginia.





How Long People Typically Experience Homelessness

The average length of time people experience homelessness in Lynchburg.

GOAL: Reduce the overall length of time persons experience homelessness in the community.

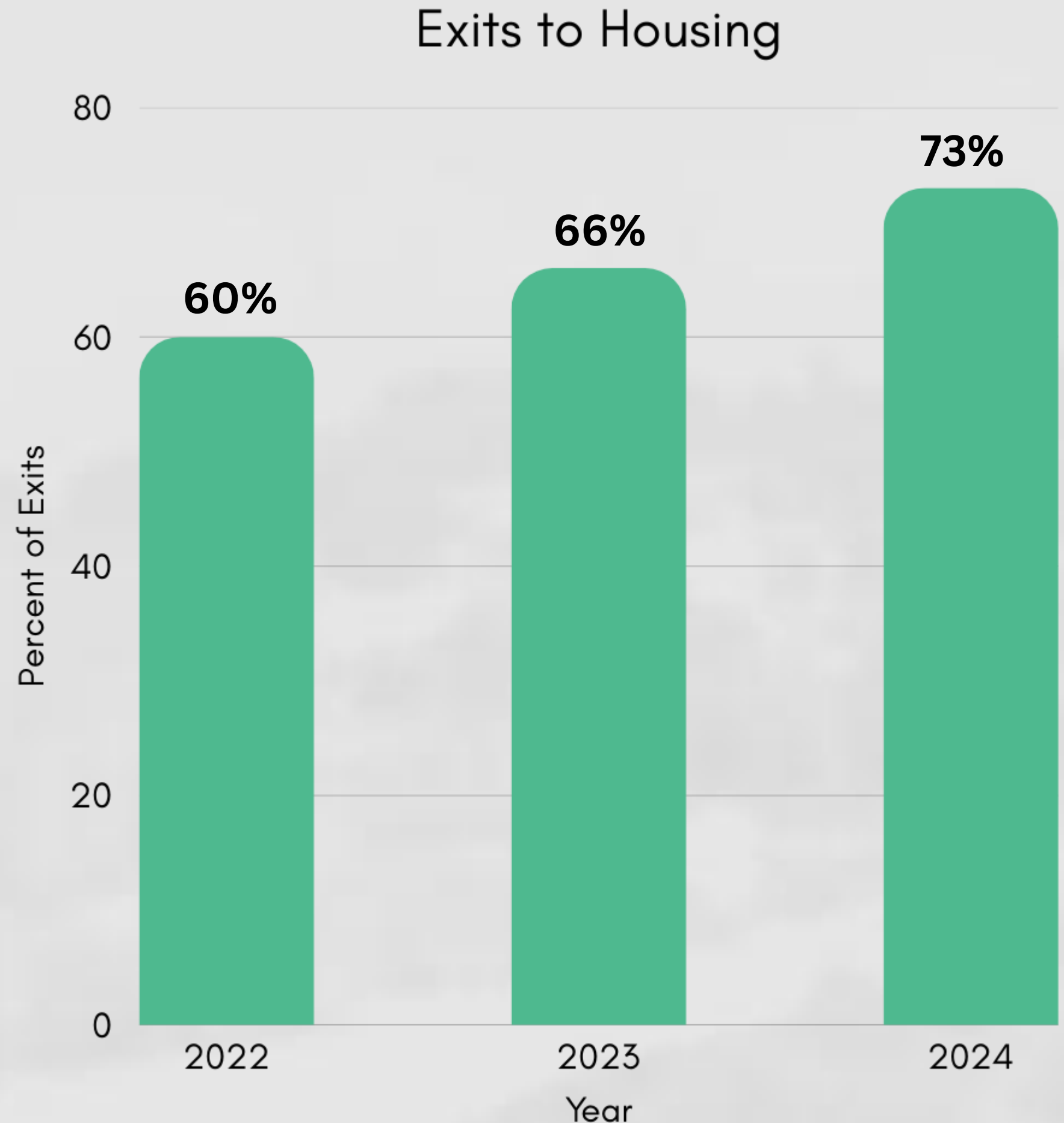


Source: US Department of Housing and Urban Development Homelessness Data Exchange

Housing Placements

Percent of persons experiencing homelessness with a successful exit to housing.

GOAL: Increase the rate of exits out of homelessness into housing.



GOAL: Reduce the overall rate of formerly homeless households returning to homelessness

14.5% - returns in 2022

13.6% - returns in 2023

9.9%

Percentage of exits to permanent housing with returns to street outreach, emergency shelter, and permanent housing projects within 2 years recorded in HMIS.

Returns to Homelessness

Current Needs, Opportunities & Successes

Increase in homeless shelter beds to decrease unsheltered homelessness:

- Salvation Army has increased their capacity to 50 beds & The City supported overflow during the winter storm/extreme temperatures
- The Ramp Church continues to be committed to opening The Refuge on Memorial offering 50 beds
- Miriam's House will open a homeless shelter for families in early 2026—serving 4 families at a time

Access to affordable rentals to prevent homelessness & quickly resolve episodes:

- The housing market (both rental and home ownership) increased in 2021 & have not decreased
- Increased rental assistance funding through HOME-ARP via Virginia Dept. of Housing and Community Development to Interfaith Outreach for households experiencing homelessness

Preservation of federal homeless response funding:

- Permanent Supportive Housing & Rapid Re-Housing at risk of being decreased by 70%

CVCoC Lead:



Sarah Quarantotto, *MSW*

sarah@miriamshouse.org

Olyvia Brown-Coles, *MPA*

olyvia@miriamshouse.org

AGENDA ITEM SUMMARY**MEETING DATE**

February 10, 2026

PRESENTED BYDr. R. Todd Blake - Executive Director - Park
View Community Mission**AGENDA ITEM # III.2**

Park View Community Mission's Life Skills Institute Update

RECOMMENDATION

Hear a presentation from Park View Community Mission about their Life Skills Institute program.

SUMMARY

The Life Skills Institute partners with local employers, institutions and non-profit organizations to help participants remove barriers to successfully enter and advance in the workplace.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

The Life Skills Institute receives funding through the City from a Virginia Department of Social Services grant. The program is available to current and former Temporary Assistance for Needy Family (TANF) recipients, as well as those with income at or below 200% of the federal poverty level,

CONTACT(S)

Dr. R. Todd Blake - Executive Director - Park View Community Mission

ATTACHMENT(S)

1. Life Skills Institute Annual Report

REVIEWED BY

Kent White, Assistant City Manager

Date: February 03, 2026

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: February 05, 2026



Help. Healing. Hope.

Life Skills Institute Annual Progress Report

Prepared By :

Monica Link | Director, LSI

Eunice Martinez | Assistant Director, LSI

Presented By :

R. Todd Blake | Executive Director, Park
View Community Mission

(434) 845-8468

monica@parkviewmission.org | todd@parkviewmission.org

Our Committed Partners

Life Skills Institute (LSI) would not exist if not for our partners.

The City of Lynchburg is our proudest partner and biggest supporter! Additional logos shown are some of our other cherished partners who have contributed to our success.



THE CITY OF
LYNCHBURG



"Success is best when it's shared."
- Howard Schultz, Former Chairman & CEO of Starbucks



Why We Exist

Life Skills Institute exists to both equip and empower neighbors in our community with the skills needed for success. At LSI, and Park View as a whole, **dignity** is at the center of *all* we do.



What We Offer

To support our goal of equipping and empowering our neighbors, we provide a wide range of job and life skills services each month. LSI's programs are designed to help community members build the skills and confidence needed to succeed both professionally and personally.



Our job skills offerings include both group classes and one-on-one sessions available to individuals of working age. We provide a range of research-based job readiness classes and career development workshops, taught in an engaging and motivational style designed to inspire and empower participants. Each session is structured so learners leave with practical, workplace-ready skills they can immediately apply.

In addition, one-on-one sessions are available for those seeking personalized, confidential support tailored to their specific career goals and needs.

The goal of LSI's life skills classes is to equip community members with practical, everyday skills that support greater independence and well-being. Topics include financial literacy, computer skills, cooking and nutrition, home organization and cleanliness, and First Aid.

In addition, local banking partners volunteer their time to provide one-on-one financial literacy and guidance sessions. Personalized computer skills support is also available through private, one-on-one appointments tailored to each individual's needs.

These classes are led by dedicated community volunteers, staff from partner organizations, and Park View team members. We are deeply grateful for the instructors who make these learning opportunities possible for our participants.



Data Analysis

2022-2025

■ 2022

22 neighbors reported employment
Average hourly wage: **\$11.17**

■ 2023

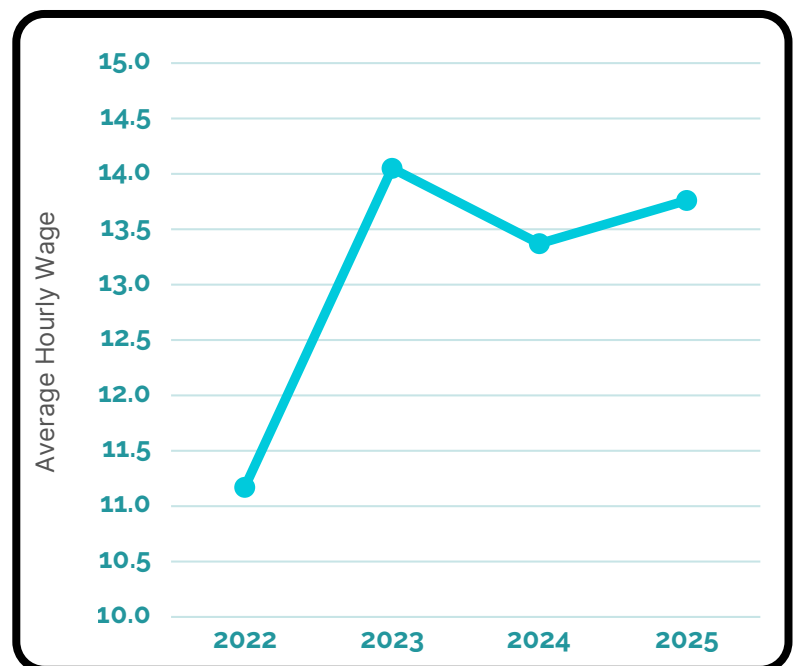
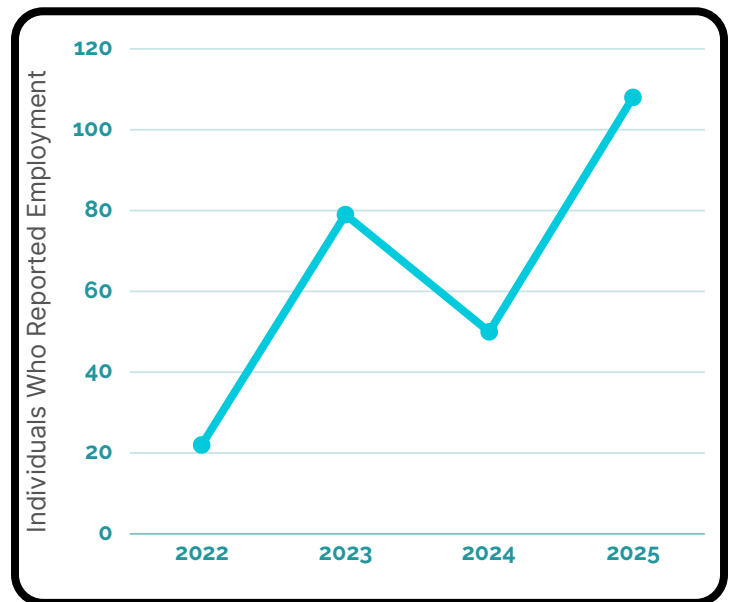
79 neighbors reported employment
Average hourly wage: **\$14.05**

■ 2024*

50 neighbors reported employment
Average hourly wage: **\$13.37**

■ 2025

108 neighbors reported employment
Average hourly wage: **\$13.76**



A 4-Year Glimpse

'22

22 neighbors entering full or part time employment stood to make approximately **\$348,000** in income over the course of a year.

'23

79 neighbors entering full or part time employment stood to make approximately **\$1,668,000** in income over the course of a year.

'24

50 neighbors entering full or part time employment stood to make approximately **\$1,183,000** in income over the course of a year.

'25

108 neighbors entering full or part time employment stood to make approximately **\$2,147,000** in income over the course of a year.

Our Economic Impact

260 neighbors who have entered the workforce since 2022 have the potential to put **\$5,346,000** into our local economy annually. *Our neighbors are worth the investment!*

Program Success Story



"An Evening with CVCC"

This past fall, LSI hosted an event called, "An Evening with CVCC". This event had a strategic goal to connect community members with educational and workforce pathways through Central Virginia Community College (CVCC). The informational session welcomed **8 attendees**, each seeking guidance on academic programs, career training options, and enrollment support.

In addition to event-specific outreach, LSI's ongoing partnership with CVCC's Career Services Center has contributed to meaningful student enrollment outcomes. Through direct support, coaching, and referrals, LSI assisted a total of **11 individuals in officially enrolling as current CVCC students in 2025**.

This event and continued collaboration reflect the City's broader investment in workforce development, postsecondary access, and economic mobility. By strengthening connections between neighbors and CVCC, LSI is helping build sustainable pathways to education, credentials, and long-term career advancement.

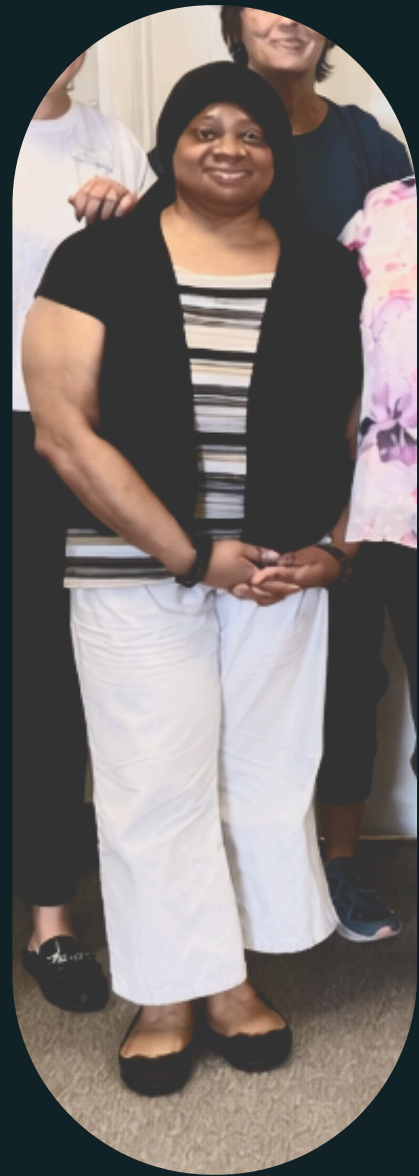
Sherry's Story

When Sherry first came to LSI, she was discouraged, timid, and unsure of her potential. She enrolled in our job readiness courses and committed to attending each session, even when her confidence felt low. Over time, staff and peers watched a transformation unfold — little by little, Sherry began to find her voice, build self-assurance, and recognize her own strengths.

Through individualized one-on-one support in Resume development, interview preparation, and career guidance, Sherry gained the tools and encouragement she needed to pursue employment with confidence. By the time she headed into her job interview, she felt prepared, empowered, and excited about her future — and [she got the job](#). Today, Sherry has been working at a local partner organization at Park View for nearly three years and continues to thrive in her role.

This past year, Sherry has gone on to refer several of her own clients to LSI and other Park View programs, sharing that she tells people about Park View every chance she gets. She feels proud to be making a difference in the lives of others in our community and credits LSI as a major contributor to her success.

[Sherry's journey is one of many powerful examples of how support, persistence, and opportunity can change lives.](#)



Sherry poses with other members of our 2025 Poetry Cohort. Virginia Poet Laureate Mattie Quesenberry Smith visited Park View for a month-long poetry workshop, during which neighbors and other PVCM stakeholders wrote poems about their experiences at Park View.

Poems of Park View

Having the Virginia Poet Laureate facilitate our Poetry Cohort was a truly rare and meaningful experience. Her presence brought depth, creativity, and validation to our stories, creating a space where participants felt seen, heard, and inspired. The cohort became more than a class—it became a community of reflection, courage, and artistic expression. The experience culminated in several participants sharing their original poems at the Celebration of Impact event, a powerful and moving moment that highlighted both personal growth and the collective voice of Park View.

Each Council member has received a copy of the compiled collection of poems.



A special moment as Virginia Poet Laureate Mattie Quesenberry Smith nurtures creativity, confidence, and storytelling through poetry.



AGENDA ITEM SUMMARY**MEETING DATE**

February 10, 2026

PRESENTED BYMelissa Lucy - Chief Executive Officer -
Horizon Behavioral Health**AGENDA ITEM # III.3**

Horizon Behavioral Health Update

RECOMMENDATION

Hear a presentation from Horizon Behavioral Health.

SUMMARY

Horizon Behavioral Health's mission is to support and promote the health, independence and self-worth of individuals and families in Central Virginia by providing a continuum of community-based treatment, prevention, early intervention, and aftercare services for persons affected by mental health, intellectual disabilities, substance use and co-occurring disorders.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

Horizon Behavioral Health is one of the City's External Service Providers, an organization that provides mandated services to the community.

CONTACT(S)

Melissa Lucy - Chief Executive Officer - Horizon Behavioral Health

ATTACHMENT(S)

1. Presentation

REVIEWED BY

Kent White, Assistant City Manager

Date: February 03, 2026

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: February 05, 2026



HORIZON

BEHAVIORAL HEALTH

For Health, Independence, and Self-Worth

Melissa Lucy, Chief Executive Officer, Horizon Behavioral Health



www.horizonbh.org





OUR VISION

To provide behavioral healthcare services that are accessible, consumer centered, cost effective, and outcome-based.

OUR MISSION

To support and promote the health, independence and self-worth of individuals and families in Central Virginia by providing a continuum of community-based treatment, prevention, early intervention, and aftercare services for persons affected by mental health, intellectual disabilities, substance use and co-occurring disorders.



PORTFOLIO OF SERVICES

Case Management | Emergency
Housing | Outpatient | Prevention
Primary Care | Psychiatric | School Based

HORIZON'S BOARD OF DIRECTORS

Consists of 9 members representing 5 localities in Central Virginia:
Amherst, Appomattox, Bedford, Campbell, and Lynchburg.

► EVIDENCE BASED PROGRAMS

- Acceptance and Commitment Therapy
- Adolescent Community Reinforcement Approach/ Assertive Continuing Care
- Anger Management: Keeping Your Cool
- Autism Diagnostic Observation Schedule
- Bridges Out of Poverty
- Cognitive Behavioral Therapy (CBT)
- Counter Tools Merchant Education
- Early Impact Virginia
- Eye Movement Desensitization and Reprocessing (EMDR)
- Hidden in Plain Sight
- In Depth Tobacco Cessation

- Illness Management & Recovery (IMR)
- Lions Quest: Positive Life Skills
- Matrix Model
- Motivational Enhancement Therapy
- Multi Systemic Therapy (MST)
- Nurturing Parenting
- Parents As Teachers Program
- Promoting Alternative Thinking Strategies
- Seeking Safety
- Too Good For Drugs
- Trauma Focused Cognitive Behavioral Therapy



IMPACT ON HOSPITAL READMISSION



HORIZON PROGRAMS WITH **DIRECT IMPACT**

Assertive Community Treatment
Crisis Stabilization
Emergency Services
On-Site Pharmacies
Lynchburg Co-Responder Program
Mobile Response Team
Regional Partnerships

HORIZON PROGRAMS WITH **INDIRECT IMPACT**

Case Management
Medication Management
On-Site Primary Care Provision
Same-Day Assessments

A photograph of two women laughing heartily. The woman on the left has long brown hair and is wearing a white sweater. The woman on the right has dark curly hair and is wearing a brown top. They are both smiling broadly, showing their teeth. The background is a soft-focus indoor setting with light coming from a window.

**"When she
greeted me,
it feels like
a hug."**

HORIZON CLIENT

**"They respected me
and did everything.
Now I'm four months
sober, I really feel like
part of the team.**

**It's a miracle to have
these people in my
life."**

HORIZON CLIENT

**PILLAR 1: OFFER SAME-DAY CARE FOR
BEHAVIORAL HEALTH CRISES**

**PILLAR 2: RELIEVE LAW ENFORCEMENT BURDENS
& REDUCE CRIMINALIZATION OF MENTAL HEALTH**

PILLAR 3: EXPAND CAPACITY TO SERVE PEOPLE

**PILLAR 4: TARGET SUPPORT FOR SUBSTANCE USE
DISORDERS & OVERDOSE**

**PILLAR 5: STRENGTHEN BEHAVIORAL HEALTH
WORKFORCE**

**PILLAR 6: IDENTIFY INNOVATIONS TO CLOSE CAPACITY
GAPS**



PROVIDING *The Right Help* *Right Now*

COMMUNITY BASED CARE

FY2025 Program Outcomes

Lynchburg Behavioral Health Docket

- Horizon awarded \$100,200 by the Supreme Court of Virginia to support program expansion in 2024.
- First docket held on April 9, 2024.
- 3 graduates in the program's first year.

Youth Substance Use Prevention

- 534 LCS students enrolled in *Too Good For Drugs* in-school education program.
- Youth Substance Use Coalition attended State Substance Use Prevention Conference
- Youth Substance Use Coalition awarded a Virginia ABC Mini-Grant to help implement youth-led prevention initiatives.
- Red Ribbon Week student engagement.
- 2025 Youth Summit & Community Health Expo.



Treatment and Recovery Enhancement and Expansion (TREE)

- Actively serving 87 individuals.
- Client engagement rates exceed national average.
- Fully implemented anti-vaping campaign and outreach to 21 local middle and high schools in 2025.
- 100% of clients receiving recovery supports including referrals to community supports, outpatient therapy, health coaching, transportation, medication management, job seeking skills, and independent living skills.

Assertive Community Treatment (ACT)

- Evidence-based program now serving Behavioral Health Docket participants.
- Over 96% of services provided in client homes or in the community.
- Reported decrease in psychiatric hospitalizations each month.



"I am deeply appreciative of Horizon's unwavering support and involvement in the establishment of our behavioral health docket.

Their intentional commitment to evidence-based practices and community-focused care has made our partnership both impactful and transformative."

HONORARY JUDGE KRANTZ

COMMUNITY BASED CARE

FY2025 Program Outcomes

Grant to Benefit Homeless Individuals (GBHI)

- Program supported by a Substance Abuse and Mental Health Services Administration (SAMHSA) grant, awarded in 2022 to implement a program for homeless adolescents and young adults, ages 18 through 25.
- 63 clients enrolled in the past year.
- 38 individuals and/or families connected to housing.
- Horizon's implementation team proudly presented program outcomes at national conference in 2025.

Lynchburg Recovery Court

- 27 graduates since program inception in 2017.
- \$2 million federal grant provided by the Substance Abuse and Mental Health Services Administration (SAMHSA) in 2024 to increase capacity of the program.



School Based Services

- 237 Lynchburg City students received Outpatient Therapy services.
- 139 students received Case Management services.
- 88 assessments provided for first-time clients in the school-based program.

Project Link

- 62 individuals served in the past year with a combination of wrap around services.
- Offering a variety of evidenced-based groups for clients including Healing Trauma, Seeking Safety and Nurturing Parenting.

FY 2025 KEY PREVENTION INITIATIVES

Horizon's Prevention Services works to **prevent substance misuse** and suicide to **promote healthy behaviors**, mental wellness and resiliency in Central Virginia.

MENTAL WELLNESS & SUICIDE

- 650** Medication lock boxes and medication disposal bags distributed.
- 158** Residents trained to identify, understand, and respond to Adverse Childhood Experiences (ACE) or mental health emergencies (MHFA).

OPIOID RESPONSE

- 1,381 lbs.** of expired, unused medication collected in partnership with local law enforcement.
- 699** Individuals trained in emergency overdose response with life-saving Naloxone.

SUBSTANCE USE PREVENTION

- 534** High school students participated in the evidence-based Too Good For Drugs in-school curriculum.
- 250** Student athletes participated in NEW Prevention Initiative, *Protect Your Game*.
- 328** Residents attended *Hidden In Plain Sight* training.



▶ 2025 OUTCOMES

▶ CLIENTS SERVED

12,435 Total Clients Served

3,150 Children Served

9,285 Adults Served

▶ SERVICE TYPES

42,444 Telehealth appointments

72,765 In-person appointments

▶ COMMUNITY ENGAGEMENT

11,005 Engaged with Prevention

9,106 Enrolled in Treatment

699 Residents trained in Overdose Response

112 Crisis Intervention Trained Officers



YOUR COMMUNITY / LYNCHBURG CITY

Impacting your community, with your contribution.

CATCHMENT	CHILDREN	ADULTS	LOCALITY CONTRIBUTION FY2025	LOCALITY CONTRIBUTION PER UNINSURED CLIENT SERVED / MONTH*
Lynchburg City	1,107	3,484	\$943,770	\$162.83

*With your contribution, the average uninsured client receives a combination of one or more services, such as Case Management Services at the rate of \$367.31 per month and Outpatient Therapy at an average rate of \$238.94 per month, for as low as \$162.83 per month.

Providing quality care, close to home.

CRISIS CARE CENTER

**A Collaborative Response
to Central Virginia's
Mental Health Crisis**



1 Purpose and Progress

2 Services Offered

3 Community Impact



- ▶ **Virginia faces a psychiatric bed shortage and rising behavioral health emergencies.**
Emergency departments and law enforcement are overwhelmed.
- ▶ **In 2023**, Horizon Behavioral Health initiated pursuit of funding for a Crisis Receiving Center (CRC) in the City of Lynchburg.
- ▶ **In 2024**, construction was underway for the first Crisis Receiving and Stabilization Services Unit in Central Virginia.
- ▶ **In 2025**, Horizon completed construction of the center and hosted a Ribbon Cutting Ceremony to bring awareness to this community-wide accomplishment.
- ▶ **In 2026**, Horizon's Crisis Care Center will begin serving the Citizens of Lynchburg City, and residents of Amherst, Appomattox, Bedford, and Campbell Counties.

PURPOSE AND PROGRESS

► MISSION

To deliver compassionate, trauma-informed crisis care that supports recovery, reduces harm, and strengthens coordinated response systems.

► PURPOSE

Provide immediate, person-centered, trauma-informed care for individuals in behavioral health crisis.

Offer an alternative to hospitalization or jail, while improving health and safety outcomes.

► PROGRAM GOALS

Avoid unnecessary hospitalization for individuals who can be safely stabilized locally.

Divert individuals from ERs to the Care Center where they have immediate access to specialized care and support.

Support recovery in the least restrictive setting, closer to natural supports and local services.



WALK-IN MENTAL HEALTH EVALUATIONS

Emergency Services provides 24/7 mental health evaluations for walk-in clients and those under Emergency Custody Orders (ECOs). Their primary role is to assess risk and determine the appropriate level of care, including potential referral to other programs.



23-HOUR CRISIS STABILIZATION

A voluntary program providing short-term, intensive support for adults in crisis, allowing up to 23 hours for assessment, care coordination, crisis intervention, skills restoration, and peer support services.



RESIDENTIAL CRISIS STABILIZATION

Offers longer-term stabilization, typically 3–7 days, for more acute or complex needs and can serve as a step-down option after hospital discharge to support continued recovery and community reintegration. A multidisciplinary team offers treatment planning, crisis counseling, medication support, and peer recovery services.

SCOPE OF SERVICES



MEDICAL DETOXIFICATION

Offers 24/7 care for individuals withdrawing from substances in a safe, supportive environment. Clients receive medical supervision, nursing assessments, and medication management to safely manage withdrawal symptoms, begin the recovery process and prepare for ongoing treatment.



KITCHEN AND DINING SERVICES

Kitchen and Dining Services are provided by a full-service kitchen operating 7 days a week, able to serve clients across all programs.



ALLIED SUPPORTIVE SERVICES

Allied supportive services will be offered to all clients served to ensure safety, long-term stabilization and recovery including peer recovery support, embedded crisis intervention trained LPD officers, nursing services, psychological evaluation, resource linkage and care coordination, among other services.

SCOPE OF SERVICES



*For Health
Independence,
and Self-worth*

“I’m so grateful that **Horizon is giving Central Virginia something it has never had before: a place built for fast, safe, and expert crisis care.**

With therapeutic care, modern infrastructure, and efficient law enrichment coordination, this Crisis Care Center and others like it are the future of crisis response in Virginia.”

COMMISSIONER NELSON SMITH,
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICE



Follow Us On Social Media

Horizon is dedicated to building safe and healthy communities
in person and online.



Melissa Lucy, CEO

Horizon Behavioral Health

(434) 455-1760

Melissa.Lucy@HorizonBH.org





AGENDA ITEM SUMMARY

MEETING DATE

February 10, 2026

PRESENTED BY

Stephanie Suter, Procurement Manager

AGENDA ITEM # IV.4

Repeal of Outdated Procurement Ordinance

RECOMMENDATION

Receive Information Regarding Repealing Article VI of Chapter 18 of the City Code.

SUMMARY

Article VI of Chapter 18 of the City Code was replaced by Chapter 18.1 of the City Code and applicable Virginia law. This action is a cleanup of the City Code to remove previously replaced authority.

PRIOR ACTION(S)

FISCAL IMPACT

N/A

CONTACT(S)

Stephanie Suter, Procurement Manager

ATTACHMENT(S)

1. Proposed Ordinance - Repeal of Article VI Chapt 18 LCC (Contracts and Procurement)

REVIEWED BY

Donna Witt, Chief Financial Officer

Date: February 05, 2026

Date: February 05, 2026

Gregory Patrick, Deputy City Manager

A handwritten signature in black ink that reads "Alicia L. Finney". The signature is written in a cursive style with a large, stylized "F" and "A".

Alicia Finney, Clerk of Council

Date: February 05, 2026

ORDINANCE:

#O-26-__

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY REPEALING ARTICLE VI OF CHAPTER 18; SUCH ARTICLE RELATING TO CITY AUTHORITY, CONCERNING CONTRACTS AND PROCUREMENT PROCESSES, THAT WAS REPLACED BY CHAPTER 18.1 OF THE SAID CODE

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

1. That the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted by repealing Article VI of Chapter 18, in its entirety, as follows:

ARTICLE VI. CITY CONTRACTS AND PROCUREMENTS

DIVISION 1. GENERALLY

~~Secs. 18-145—18-148. Reserved.~~

~~Sec. 18-149. Interest of city officials.~~

~~(a) No member of the council, member of the school board or any other officer or agent of the city, during the term for which he is elected or appointed, shall be a contractor or subcontractor with the city or its agents nor shall he be interested, directly or indirectly, in any contract, subcontract, or job of work, or materials, or the profits or contract price thereof, or any services to be performed for the city for pay under any contract or subcontract; and no such councilman, officer or employee shall be interested, directly or indirectly, in any contract, subcontract, or job of work, or materials or the profits or the contract price thereof, or services to be furnished or performed for the city for pay under any contract or subcontract; nor as agent for such contractor or subcontractor, or other person furnishing any supplies or materials. Every such contract or subcontract shall be void, and the officer, councilmen council member or agent, making such contract shall forfeit to the city the full amount stipulated for thereby.~~

~~(b) No officer of the city, who alone, or with others is charged with the duty of auditing, settling or providing, by levy or otherwise, for the payment of claims against the city shall, by contract, directly or indirectly, become the owner of or be interested in any claim against the city. Every such contract or subcontract shall be void, and if any such claim be paid, the amount paid, with interest, may be recovered back by the city, within two years after payment, by action or motion in the circuit or general district court having jurisdiction over the city.~~

~~(c) The term "contract" as used in this section shall not be held to include the depositing of city funds in, or the borrowing of funds from, local banks in which a councilman or other officer of the city may be director or officer or have a stock interest; nor shall it include the granting of franchises to or purchase of services from public service corporations.~~

~~(d) This section shall not apply to attorneys for the state employed by the governing bodies of cities under the provisions of Code of Virginia, sections 58-762, 58-1016 or 58-1102 to collect taxes which are a lien on real estate.~~

DIVISION 2. PROCUREMENTS

Sec. 18-150. Title; purposes.

~~(a) This ordinance may be cited as the Lynchburg Public Procurement Act.~~

~~(b) The purpose of this ordinance is to supplement the provisions of the Virginia Public Procurement Act (the Act) by enunciating the city's policies pertaining to governmental procurement from nongovernmental sources, to encourage competition among vendors and contractors, to provide for the fair and equitable treatment of all persons involved in public purchasing by this city, to maximize the purchasing value of public funds in procurement so that high quality goods and services may be obtained at the lowest possible price and to increase public confidence in procurement practices by providing safeguards for maintaining a procurement system of quality and integrity.~~

Sec. 18-151. Definitions.

~~The words defined in this section shall have the meanings set forth below throughout this ordinance:~~

~~(a) Competitive sealed bidding is a method of contractor selection which includes the following elements:~~

- ~~(1) Issuance of a written invitation to bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. Unless the city has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, an invitation to bid may be issued requesting the submission of unpriced offers to be followed by an invitation to bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.~~
- ~~(2) Public notice of the invitation to bid at least ten days prior to the date set for receipt of bids by posting in a designated public area, or publication in a newspaper of general circulation, or both. In addition, bids may be solicited directly from potential contractors. Any such additional solicitation shall include businesses selected from a list made available by the office of minority business enterprise.~~
- ~~(3) Public opening and announcement of all bids received.~~
- ~~(4) Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life cycle costing, value analysis and any other criteria such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose, which are helpful in determining acceptability.~~
- ~~(5) Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the invitation to bid, awards may be made to more than one bidder.~~

~~(6) Competitive sealed bidding shall not be required for procurement of professional services.~~

~~(b) Competitive negotiation is a method of contractor selection which includes the following elements:~~

~~(1) Issuance of a written request for proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor.~~

~~(2) Public notice of the request for proposal at least ten days prior to the date set for receipt of proposals by posting in a public area normally used for posting of public notices or by publication in a newspaper of general circulation in the area in which the contract is to be performed, or both. In addition, proposals may be solicited directly from potential contractors.~~

~~(3) a. Procurement of professional services. The city shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The request for proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage the city may discuss nonbinding estimates of total project costs, including, but not limited to, life cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the city shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the city can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the city determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.~~

~~b. Procurement of other than professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in~~

~~the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the city shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the city determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.~~

~~(c) City shall mean the City of Lynchburg.~~

~~(d) Construction shall mean building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.~~

~~(e) Construction management contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.~~

~~(f) Goods shall mean all material, equipment, supplies, printing and automated data processing hardware and software.~~

~~(g) Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid, or the request for proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.~~

~~(h) Nonprofessional services shall mean any services not specifically identified as professional services in the definition of professional services.~~

~~(i) Professional services shall mean work performed by an independent contractor within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, medicine, optometry or professional engineering.~~

~~(j) Potential bidder or offeror shall, for the purposes of section 18-159, mean a person who, at the time a public body negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.~~

~~(k) Responsible bidder or offeror shall mean a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.~~

~~(l) Responsive bidder shall mean a person who has submitted a bid which conforms in all material respects to the invitation to bid.~~

~~(m) Services shall mean any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.~~

Sec. 18-152. Methods of procurement.

~~(a) All contracts by the city with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance or construction shall be awarded after competitive sealed bidding or competitive negotiation as provided in this section, unless otherwise authorized by law.~~

~~(b) Professional services shall be procured by competitive negotiation.~~

~~(c) (1) — Upon a determination, made in advance by the city manager and set forth in writing, that competitive sealed bidding is either not practicable or not advantageous to the public, goods, services or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.~~

~~Upon a written determination made in advance by city council that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services in subsection 18-151(3)b of the Code of Ordinances for the City of Lynchburg. The basis for this determination shall be documented in writing.~~

~~(2) — Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances upon a determination, made in advance by the city manager and set forth in writing, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination:~~

~~a. For the alteration, repair, renovation or demolition of buildings when the contract is not expected to cost more than \$500,000.00; or~~

~~b. For the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.~~

~~(d) Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The city manager or his designee shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the city awards or announces its decision to award the contract, whichever occurs first.~~

~~(e) In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The city manager or his designee shall issue a notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the city awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable.~~

~~(f) The city may award single or term contracts not to exceed \$30,000.00 and contracts for microcomputers and related peripheral equipment and services not expected to exceed \$30,000 without competitive sealed bidding or competitive negotiation. Competition will be required wherever practical, pursuant to written policies and procedures adopted by the city manager.~~

~~(g) Upon a determination made in advance by the city manager and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction. The writing shall document the basis for this determination.~~

~~Sec. 18-152.1. Exceptions to requirement for competitive procurement.~~

~~(a) The city may enter into contracts without competition for the purchase of goods or services (i) which are performed or produced by persons, or in schools or workshops, under the supervision of the Virginia Department for the Visually Handicapped; or (ii) which are performed or produced by nonprofit sheltered workshops or other nonprofit organizations which offer transitional or supported employment services serving the handicapped.~~

~~(b) The city may enter into contracts without competition for (i) legal services; or (ii) expert witnesses and other services associated with litigation or regulatory proceedings.~~

~~(c) The city may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.~~

~~(d) The city, while administering public assistance programs as defined in Section 63.1-87 or the fuel assistance program, may procure goods or personal services for direct use by the recipients of such programs without competitive sealed bidding or competitive negotiations if the procurement is made for an individual recipient. Contracts for the bulk procurement of goods or services for the use of recipients shall not be exempted from the requirements of section 18-152 of this Code.~~

~~(e) The city may enter into contracts without competitive sealed bidding or competitive negotiation for insurance if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies; provided, such association has procured the insurance by use of competitive principles and provided that the city manager or his designee has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation~~

~~are not fiscally advantageous to the public. The writing shall document the basis for this determination.~~

~~(f) The city may purchase goods and services by means of contracts obtained by the commonwealth through competitive sealed bidding.~~

~~Sec. 18-152.2. Discrimination prohibited.~~

~~In the solicitation or awarding of contracts, the city shall not discriminate because of the race, religion, color, sex or national origin of the bidder or offeror. Whenever solicitations are made, the city shall include businesses selected from a list made available by the Office of Minority Business Enterprise.~~

~~Sec. 18-153. Bonds.~~

~~Bids and performance and payment bonds, payable to the City of Lynchburg as provided for in section 11-57 and section 11-58 of the Code of Virginia (1950), as amended, shall be required in all construction contracts.~~

~~Sec. 18-154. Cancellation, rejection of bids; waiver of informalities.~~

~~(a) An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals may be cancelled or rejected. The reasons for cancellation or rejection shall be made part of the contract file.~~

~~(b) The city may waive informalities in bids.~~

~~Sec. 18-155. Use of brand names.~~

~~Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.~~

~~Sec. 18-156. Employment discrimination by contractor prohibited.~~

~~The city shall include in every contract of over \$10,000.00 the provisions in (a) and (b) herein:~~

~~(a) During the performance of this contract, the contractor agrees as follows:~~

- ~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.~~

~~(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.~~

~~(b) The contractor will include the provisions of the foregoing paragraphs (1), (2), and (3) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.~~

~~Sec. 18-157. Debarment.~~

~~The director of public works, in the case of construction projects, and the budget and procurement administrator, in all other matters, may, in the public interest, debar a prospective contractor for any of the causes in subsection (a), using the procedures in subsection (c). The existence of a cause for debarment under subsection (a), however, does not necessarily require that the contractor be debarred; the seriousness of the contractor's acts or omissions and any mitigating factors should be considered in making any debarment decision.~~

~~(a) Causes for debarment. The appropriate administrator/director may debar a prospective contractor for any of the causes listed in paragraphs (1) through (3) following:~~

~~(1) Conviction of or civil judgment for:~~

~~a. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract;~~

~~b. Violation of federal or state antitrust statutes relating to the submission of offers;~~

~~c. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or~~

~~d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a government contractor or subcontractor.~~

~~(2) Violation of the terms of a government contract or subcontract so serious as to justify debarment, such as:~~

~~a. Willful failure to perform in accordance with the terms of one or more contracts; or~~

~~b. A history of failure to perform, or of unsatisfactory performance of, one (1) or more contracts.~~

~~(3) Any other cause of so serious or compelling a nature that it affects the present responsibility of a government contractor or subcontractor.~~

~~(b) The budget and procurement administrator and the director of public works shall establish procedures for the prompt reporting, investigation and referral of matters appropriate for their consideration.~~

~~(c) Procedures for debarment. The following procedures governing the debarment decision making process are designed to be as informal as practicable, consistent with principles of fundamental fairness:~~

~~(1) Debarment shall be initiated by advising the prospective contractor and any specifically named affiliate, by certified mail, return receipt requested, that debarment is being considered. Said notice shall include:~~

~~a. The reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction upon which it is based;~~

~~b. The causes relied upon under subsection (a); and~~

~~c. The potential effect of the proposed debarment.~~

~~(2) Debarment shall be a period commensurate with the seriousness of the cause.~~

~~(3) The prospective contractor may submit within 30 days after receipt of notice, in person, in writing, or through a representative, information and argument to the proposed debarment, including any additional specific information that raises a genuine dispute over the material fact.~~

~~(4) The appropriate administrator/director shall render a written decision within 15 days of the receipt of information and argument in opposition to the proposed debarment.~~

~~(5) The decision of the administrator/director shall be final unless the prospective contractor appeals within 30 days of receipt by invoking administrative procedures provided for by this ordinance, or in the alternative by instituting legal action as provided in the act.~~

~~(6) No contract shall be awarded to the contractor pending a debarment decision.~~

~~Sec. 18-157.1. Participation of small businesses and businesses owned by women and minorities.~~

~~The city shall establish programs consistent with all provisions of this division to facilitate the participation of small businesses and businesses owned by women and minorities in procurement transactions. Such programs shall be in writing, and shall include cooperation with the State Office of Minority Business Enterprise, the United States Small Business Administration and other public or private agencies.~~

~~Sec. 18-158. Negotiation with lowest responsible bidder.~~

~~Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the city may negotiate with the apparent low bidder to obtain a contract price within available funds.~~

~~(a) Procedures for negotiations. If the city wishes to negotiate with the apparent low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the following procedures:~~

- ~~(1) The using agency shall provide the director of public works, in the case of construction projects, and the budget and procurement administrator, in all other matters, with a written determination that the apparent low bid exceeds available funds. Said determination shall be confirmed in writing by the director of finance or his designee. The using agency shall also provide the appropriate administrator/director with a suggested reduction in scope for the proposed purchase.~~
- ~~(2) The appropriate administrator/director shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.~~
- ~~(3) Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within available funds shall be permissible.~~
- ~~(4) The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.~~
- ~~(5) If the proposed addendum is acceptable to the city, the city may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal.~~
- ~~(6) If the city and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.~~

~~Sec. 18-158.1. Public inspection of certain records.~~

~~(a) Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (section 2.1-340 et seq. of the Code of Virginia (1950), as amended).~~

~~(b) Cost estimates relating to a proposed procurement transaction prepared by or for the city shall not be open to public inspection.~~

~~(c) Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award,~~

~~except in the event that the city decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.~~

- ~~(1) Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the city decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.~~
- ~~(2) Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.~~

~~(d) Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.~~

Sec. 18-159. Administrative appeals procedure.

~~(a) Any bidder, offeror or contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of nonresponsibility, or appeal a decision on disputes arising during the performance of a contract.~~

~~(b) Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the city manager may prescribe.~~

- ~~(1) Any bidder, offeror or contractor shall submit a written protest or letter of appeal to the city manager with a copy to the director of public works, in the case of construction contracts, and the budget and procurement administrator, in all other matters, within the time constraints as set forth in the act. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder, offeror or contractor wishes to have a hearing with respect to the protest or appeal.~~
- ~~(2) If no hearing is requested, the city manager or his designee shall render a written decision to the bidder, offeror or contractor within ten days of receipt of the written protest or letter of appeal.~~
- ~~(3) If a hearing is requested, it shall be held within ten days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and it will be conducted by a~~

~~disinterested person, who may be a city employee, appointed by the city manager.~~

~~(4) The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.~~

~~(5) Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within 30 days of receipt of the written decision.~~

~~Sec. 18-160. Preference for Virginia products and firms.~~

~~(a) In the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise the tie shall be decided by lot.~~

~~(b) Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsible bidder who is a resident of Virginia.~~

~~Sec. 18-161. Cooperative procurement.~~

~~The city may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Any public body which enters into a cooperative procurement agreement with the city shall comply with the policies and procurements adopted by this ordinance.~~

~~Sec. 18-162. Adoption of Code of Virginia provisions.~~

~~The provisions of the following sections of the Code of Virginia (1950), as amended, are hereby enacted by reference and become a part of this ordinance as if fully set out herein:~~

~~Section 11-63, "Ineligibility;"~~

~~Section 11-64, "Appeal of Denial of Withdrawal of Bid;"~~

~~Section 11-65, "Determination of Nonresponsibility;"~~

~~Section 11-66, "Protest of Award or Decision to Award;"~~

~~Section 11-67, "Effect of Appeal upon Contract;"~~

~~Section 11-68, "Stay of Award During Protest;"~~

~~Section 11-69, "Contractual Disputes;"~~

~~Section 11-70, "Legal Actions;" and~~

~~Sections 11-72 through 11-80, "Ethics in Public Contracting."~~

~~Sec. 18-163. Adoption of procurement manual.~~

~~The city manager is authorized and directed to establish procedures, which may be in the form of a procurement manual, to implement the provisions of this ordinance.~~

~~Sec. 18-164. Separability.~~

~~If any provision of this ordinance or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.~~

2. That this Ordinance shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council



AGENDA ITEM SUMMARY

MEETING DATE

February 10, 2026

PRESENTED BY

Kennith Edwards, Chief of Police

AGENDA ITEM # IV.5

City-wide Youth Curfew Ordinance Extension

RECOMMENDATION

To extend the City-wide Youth Curfew an additional year. The Curfew is set to expire on March 2, 2026.

SUMMARY

To renew the City-wide Youth Curfew which is set to expire on March 2, 2026.

PRIOR ACTION(S)

The City-wide Youth Curfew Ordinance initially went into effect on May 26, 2023, following City Council's vote in support. The Curfew has been renewed twice, by the Council's vote in support.

FISCAL IMPACT

N/A

CONTACT(S)

Kennith Edwards, Chief of Police

ATTACHMENT(S)

1. presentation: UPDATED 2.4.26 - Incomplete City-Wide Youth Curfew 2.3.26 - JPH
2. Proposed Ordinance - Extension of City-wide Youth Curfew Ordinance
3. O-25-004

REVIEWED BY

Kennith Edwards, Chief of Police

Date: February 02, 2026



Mercedes Braun, Assistant to the City Manager

Date: February 05, 2026



Wynter Benda, City Manager

Date: February 05, 2026



Alicia Finney, Clerk of Council

Date: February 05, 2026

BIB: CITY-WIDE YOUTH CURFEW

February 10, 2026



PURPOSE & ACTION

Purpose:

To extend the City-Wide Youth Curfew

Why:

The City-Wide Youth Curfew is set to expire on March 2, 2026

The Lynchburg Police Department has been collecting data since inception of the ordinance. To date, 61 individuals have been charged.



INDIVIDUALS CHARGED WITH CURFEW VIOLATIONS MAY 26, 2023 – FEBRUARY 3, 2026 61 INDIVIDUALS CHARGED

Juvenile Curfew Charges by Month & Year

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2023	-	-	-	-	4	6	15	12	3	1	5	0	46
2024	0	0	0	0	2	0	0	0	0	1	0	0	3
2025	0	0	2	0	0	3	4	0	2	0	1	0	12
2026	0												
Total	0	0	2	0	6	9	19	12	5	2	6	0	61



THE CITY OF
LYNCHBURG



CITY-WIDE YOUTH CURFEW

Type of Crime	During Curfew Hours - Since Curfew	During Curfew Hours - Prior To	%▲
Violent Crime	26	115	-77%
Property Crime	122	584	-79%
	From 5/26/2023 to 12/31/2025	From 1/1/2021 to 5/25/2023	
Type of Crime	All Hours - Since Curfew	All Hours - Prior To	%▲
Violent Crime	106	439	-76%
Property Crime	429	2066	-79%
	From 5/26/2023 to 12/31/2025	From 1/1/2021 to 5/25/2023	

Reported offenses involving juvenile offenders





THE CITY OF
LYNCHBURG



CITY-WIDE YOUTH CURFEW

- Continues to provide another tool for officers to protect our youth and address delinquent behavior
- Correlation remains between the curfew and reduced crime
- All violent crime was down 10.63% in 2025 compared to the previous year
- All property crime was down 4.75% in 2025 compared to the previous year



RECOMMENDATION

Extend City-Wide Youth Curfew through March 2, 2027



BIB: CITY-WIDE YOUTH CURFEW

February 10, 2026



PURPOSE & ACTION

Purpose:

To extend the City-Wide Youth Curfew

Why:

The City-Wide Youth Curfew is set to expire on March 2, 2026

The Lynchburg Police Department has been collecting data since inception of the ordinance. To date, 61 individuals have been charged.

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THE CITY OF
LYNCHBURG



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Reported offenses involving juvenile offenders



THE CITY OF
LYNCHBURG



CITY-WIDE YOUTH CURFEW

- Continues to provide another tool for officers to protect our youth and address delinquent behavior
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RECOMMENDATION

Extend City-Wide Youth Curfew through March 2, 2027



ORDINANCE:

#O-26-__

AN UNCODIFIED ORDINANCE TO EXTEND THE “SUNSET” OR EXPIRATION/REPEAL DATE OF THE CITY-WIDE YOUTH CURFEW ORDINANCE, SECTION 27-28 OF ARTICLE I OF CHAPTER 27 OF THE CODE OF THE CITY OF LYNCHBURG, 1981, FROM MARCH 2, 2026, TO MARCH 2, 2027.

WHEREAS, on January 28, 2025, the Lynchburg City Council adopted a City-wide Youth Curfew Ordinance, codified as Section 27-28 of Article I of Chapter 27 of the Code of the City of Lynchburg, 1981, effective March 1, 2025, for the purpose of (i) promoting the general welfare and protecting the general public through the reduction of juvenile violence and crime within the City; (ii) promoting the safety and well-being of the City's youngest citizens, persons under the age of eighteen (18), whose inexperience renders them particularly vulnerable to becoming participants in unlawful activities, particularly unlawful drug and firearm activities, and to being victimized by older perpetrators of crime; and (iii) fostering and strengthening parental responsibility for children; and

WHEREAS, the City-wide Youth Curfew Ordinance is set to automatically expire and repeal on March 2, 2026, unless further action is taken by the Lynchburg City Council; and

WHEREAS, the Lynchburg City Council now desires to further extend the “sunset” or expiration/repeal date of the City-wide Youth Curfew Ordinance from March 2, 2026, to March 2, 2027.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA:

1. That the “sunset” or expiration/repeal date of the City-wide Youth Curfew Ordinance, codified as Section 27-28 of Article I of Chapter 27 of the Code of the City of Lynchburg, 1981, is hereby extended from March 2, 2026, to March 2, 2027.
2. That this Ordinance shall be effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

ORDINANCE:

#O-25-004

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY ADDING THERETO A NEW SECTION 27-28 OF ARTICLE I OF CHAPTER 27; SUCH NEW SECTION BEING THE ESTABLISHMENT OF A CITY-WIDE YOUTH CURFEW, THAT WITHOUT FURTHER ACTION, WILL AUTOMATICALLY EXPIRE AND REPEAL ON MARCH 2, 2026.

WHEREAS, the purpose of this Ordinance is to (i) promote the general welfare and protect the general public through the reduction of juvenile violence and crime within the City; (ii) promote the safety and well-being of the City's youngest citizens, persons under the age of eighteen (18), whose inexperience renders them particularly vulnerable to becoming participants in unlawful activities, particularly unlawful drug and firearm activities, and to being victimized by older perpetrators of crime; and (iii) foster and strengthen parental responsibility for children.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted by adding thereto a new Section 27-28 of Article I of Chapter 27 as follows:

Sec. 27-28. Curfew.

(a) Definitions. As used in this section, the following words and phrases shall have the following meanings ascribed to them below:

Curfew hours refers to the hours of 11:00 p.m. until 5:00 a.m. on the following day.

Emergency refers to unforeseen circumstances, or the status or condition resulting therefrom, requiring immediate action to safeguard life, limb or property. The term includes, but is not limited to, fires, natural disasters, automobile accidents, or other similar circumstances.

Establishment refers to any privately-owned place of business within the City of Lynchburg, Virginia ("City") operated for a profit, to which the public is invited, including, but not limited to, any place of amusement or entertainment. With respect to such establishment, the term "operator" shall mean any person, and any firm, association, partnership (and the members or partners thereof) and/or any corporation (and the officers thereof) conducting or managing that establishment.

Minor refers to any person under eighteen (18) years of age who has not been emancipated by court order entered pursuant to Section 16.1-333 of the Code of Virginia, 1950, as amended, and is not enlisted in the United States Armed Forces.

Officer refers to a police or other law-enforcement officer charged with the duty of enforcing the laws of the Commonwealth of Virginia and/or the ordinances of the City.

Parent refers to:

- (1) A person who is a minor's biological or adoptive parent and who has legal custody of a minor (including either parent, if custody is shared under a court order or agreement);
- (2) A person who is the biological or adoptive parent with whom a minor regularly resides;
- (3) A person judicially appointed as a legal guardian of the minor; and/or
- (4) A person eighteen (18) years of age or older standing in *loco parentis* (as indicated by the prior written authorization of an individual listed in part(s) (1), (2) or (3) of this definition, above, for the person to assume the care or physical custody of the minor).

Person refers to an individual, not to any association, corporation, or any other legal entity.

Public place refers to any place to which the public or a substantial group of the public has access, including, but not limited to, streets, highways, roads, sidewalks, alleys, avenues, parks, and/or the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities and shops.

Remain refers to the following actions:

- (1) To linger or stay at or upon a place; and/or
- (2) To fail to leave a place when requested to do so by an officer or by the owner, operator or other person in control of that place.

(b) Violation of Curfew - Minors.

It shall be unlawful for a minor, during curfew hours, to remain in or upon any public place within the City, to remain in any motor vehicle operating or parked therein or thereon, or to remain in or upon the premises of any establishment within the City, unless:

- (1) The minor is accompanied by a parent;
- (2) The minor is involved in an emergency;
- (3) The minor is engaged in an employment activity, or is going to or returning home from such activity, without detour or stop;
- (4) The minor is on the sidewalk directly abutting a place where they reside with a parent, and such parent is inside the residence;

(5) The minor is attending an activity sponsored by a school, religious, or civic organization, by a public organization or agency, or by another similar organization or entity, which activity is supervised by adults, and/or the minor is going to or returning from such an activity without detour or stop;

(6) The minor is on an errand at the direction of a parent, and the minor has in their possession a writing signed by the parent containing the following information: the name, signature, address and telephone number of the parent authorizing the errand, the telephone number where the parent may be reached during the errand, the name of the minor, and a brief description of the errand, the minor's destination(s) and the hours the minor is authorized to be engaged in the errand;

(7) The minor is involved in interstate travel through, or beginning or terminating in, the City; or

(8) The minor is exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly.

(c) Violation of Curfew - Parents.

It shall be unlawful for a minor's parent to knowingly facilitate, allow or encourage such minor to violate this section.

(d) Violation of Curfew – Motor Vehicle Operators.

It shall be unlawful for a person who is the owner or operator of any motor vehicle to knowingly permit, allow or encourage a minor to violate this section.

(e) Violation of Curfew – Establishment Operators/Employees.

It shall be unlawful for the operator of any establishment, or for any person who is an employee thereof, to knowingly permit, allow or encourage a minor to remain upon the premises of the establishment during curfew hours. It shall be a defense to prosecution under this subsection that the operator or employee of an establishment promptly notified the Lynchburg Police Department that a minor was present at the establishment after curfew hours and refused to leave.

(f) Violation of Curfew – False Information.

It shall be unlawful for any person (including any minor) to give a false name, address, or telephone number to any officer investigating a possible violation of this section.

(g) Enforcement of Curfew.

(1) Minors. Before taking any enforcement action hereunder, an officer shall make an immediate investigation for the purpose of ascertaining whether or

not the presence of a minor in a public place, motor vehicle and/or establishment within the City during curfew hours is in violation of this section. If such investigation reveals that the presence of such minor is in violation of this section, then the officer may charge the minor with a violation of this section and may issue a summons requiring the minor to appear in court (Ref. Va. Code § 16.1-260(H)(1)). Where required, the officer will release the minor to their parent(s).

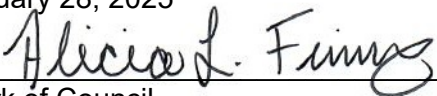
(2) Violation. A violation of this section shall be punishable as a Class 4 misdemeanor, and a summons charging the same may be issued for such violation directing the minor and/or person to appear in court.

2. That, in accordance with § 38 – A (1) of the Charter for the City of Lynchburg, Virginia, this Ordinance shall be published by “pamphlet” by the Clerk of Council and become effective March 1, 2025, which is no less than thirty (30) days from the adoption date of this Ordinance.

3. That, without further action, this Ordinance shall automatically expire and repeal on March 2, 2026.

Adopted: January 28, 2025

Certified:


Clerk of Council

RESOLUTION:

#R-26-____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA: That, irrespective of the execution of Executive Order No. 10 by Governor Abigail Spanberger on January 17, 2026, the City of Lynchburg, Virginia ("City") will continue to partner and cooperate with State and/or Federal law-enforcement agencies and other authorities in a manner (i) that is consistent with existing City practice(s) and (ii) that complies with State law (e.g., § 15.2-1700, § 15.2-1704, and Article II of Chapter 17 (§ 15.2-1724 et. seq.) of Title 15.2 of the Code of Virginia, 1950, as amended).

Adopted:

Certified:

Clerk of Council