



CITY OF LYNCHBURG, VIRGINIA

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MEDIA FACT SHEET

Since 2021 the City Manager's pay has been raised about \$50,000 a year above the only contract Council adopted — contrary to state law.

The City Attorney's extra raises followed the same path.

Charter Chapter III, § 13 requires that compensation be fixed by ordinance or resolution.⁴ No such act exists after May 25, 2021.² Legal text is in section 2; superscripts point to the source packet numbered 1–29.

The story in brief

Since August 1, 2021, City Manager Wynter C. Benda's salary, benefits supplement, and car allowance have been increased well beyond the citywide raises other employees received — and beyond the only employment agreement City Council ever adopted by recorded vote.^{1, 2} Those extra increases were not fixed by ordinance or resolution. That is contrary to state law (Va. Code § 2.2-3711(B)) and to Charter Chapter III, § 13 and City Code §§ 2-80 and 2-42(a)^{4, 5, 6, 22} (full text in section 2 below). The current annual gap is ~\$49,016.48 in cash compensation. The cumulative extra from August 1, 2021 through August 29, 2026 is ~\$147,360, before family insurance premiums.^{1, 3, 13, 18, 19} The City Attorney's pay after 2021 followed the same path: closed evaluation, Mayor-to-HR email, no open vote that names the figure.^{21, 23, 22}

The last — and only — lawful authorization is straightforward. On May 25, 2021, Council selected Mr. Benda and the same night adopted Resolution #R-21-039 by a recorded 7–0 vote. The minutes identify the motion, the second, and the roll call. The resolution accepted the Employment Agreement dated that day, incorporated it by reference, and authorized the Mayor to sign it.² The contract took effect August 1, 2021, at \$215,000 salary, a \$10,000 benefits supplement, and a \$6,000 car allowance, with later raises to follow other city employees “unless City Council indicates otherwise.”¹ That sequence is how the Charter, the City Code, and Council Rule 5-8.C say City Manager pay is set.^{4, 5, 6, 7}

What followed was not another R-21-039. An extra 4 percent and a \$7,500 supplement increase were put on the books effective September 27, 2023.¹³ A replacement agreement dated August 14, 2024 — signed by then-Mayor Stephanie Reed and attested by the Clerk — reset salary to \$282,712.82, locked the supplement at \$17,500, and raised the car allowance to \$7,000.³ After later citywide cost-of-living adjustments, current cash compensation is approximately \$297,025 in salary, \$17,500 in supplement, and \$7,000 in car allowance (\$321,525.13 total).^{3, 18, 19} Authorized cash pay under the 2021 Agreement plus only the adopted citywide general wage increases is \$272,508.65.^{1, 18}

When a Council member first asked for the Manager's contract in April 2025, the request produced a night-time phone call from the City Manager asking why the contract was being requested,^{8, 9} then production of the 2024 agreement — not the 2021 agreement Council had voted on.^{10, 3} The original 2021 contract was produced only in February 2026, after a written request copied to the full Council.^{11, 1} A 2022 citizen FOIA for the same contract was denied because, the City wrote, “we do not have it on file.”¹²

Repeated written requests to the Clerk for the minutes, resolution, ordinance, or recorded vote that changed the Manager's pay outside the 2021 contract have returned only the original 2021 minutes and resolution.² On the 2023 extra 4 percent, Clerk Alicia L. Finney wrote on February 6, 2026: “The vote they took was to certify the closed session.”¹³ Certification of a closed session is not a pay vote.



What follows is the record. Section 1 is the 2021 contract. Section 2 is the controlling Charter, Code, Rule 5-8.C, and Va. Code § 2.2-3711(B). Section 3 is authorized pay versus what is being paid. Sections 4 and 5 are the 2023 extra 4 percent and the 2024 rewrite. Section 6 is the same pattern on the City Attorney's pay. Sections 7 and 8 are the 2025–26 contract requests and the 2022 FOIA denial. Section 9 is the unsuccessful effort to put a Charter § 13 fix on the agenda. Section 10 is scope. Sources 1–29 match the source packet.

The question the documents leave is not whether Council may pay the Manager more than the citywide raise. The Charter allows that. The question is whether Council did so, on the record, by ordinance or resolution. It did in 2021. It has not since. Council voted the 2021 contracts in public. Every extra dollar after that shows up in an email the morning after a closed session. State law says that is not enough. The Clerk cannot find the vote. The Attorney says he has no current contract. Payroll still paid it.

1. The only authorized contract: May 25, 2021

Council appointed Mr. Benda on May 25, 2021. The same night it adopted Resolution #R-21-039. Vice Mayor Wright moved; Councilmember Faraldi seconded. The vote was 7–0. Paragraph 2 of the resolution states that “the contract dated the same date as the adoption date of this Resolution ... is hereby accepted and explicitly incorporated herein by reference.” Paragraph 3 authorizes the Mayor to execute it.²

The 2021 Employment Agreement, effective August 1, 2021, set:

Section IV.A — salary “at the rate of \$215,000 per fiscal year.”¹

Section IV.B — an annual benefits supplement of \$10,000.¹

Section VIII.C — a car allowance of \$6,000.¹

Section IV.A (continuing) — “Thereafter, unless City Council indicates otherwise, pay adjustments shall be governed by the same pay increase conditions as all other City employees.”¹

“Indicates otherwise” is the only contractual path to a raise larger than the citywide general wage increase. Under the Charter, that indication must take the form of an ordinance or resolution.^{1,4} No later ordinance or resolution doing that has been located.²

2. What the law requires

These provisions control. They are not ambiguous.

“The city manager shall receive such compensation as shall be fixed by the council by ordinance or resolution.”

Charter of the City of Lynchburg, Chapter III, § 13.⁴

“City officers and employees, whether appointed or elected by the city council or appointed by the city manager, shall be paid such salaries or wages as are set out by the council.”

Lynchburg City Code § 2-80.⁵

“Every ordinance or resolution appropriating money exceeding \$100.00, imposing or releasing taxes, or authorizing the borrowing of money, or donating any property of the city, or increasing any salary or pay of any employee, where the



value of such property is \$100.00 or more, or the aggregate of such increase of salary is \$100.00 or more for any one year, shall require for its passage an affirmative vote of a majority of the members elected to council.”

Lynchburg City Code § 2-42(a).⁶

A signature on a private contract, a closed-session discussion, a Mayor’s signature, a Clerk’s attestation, a staff email describing a vote that does not appear in the minutes, or adoption of a departmental budget line is not that act. Appropriating a department budget, or adopting a General Government function total, is not a Charter § 13 resolution fixing the Manager’s personal contract.

Council’s own Rules of Procedure close the remaining door — the claim that something “happened in closed session.”

“No resolution, ordinance, rule, contract, regulation, or motion considered in a Closed Meeting shall become effective until the Council reconvenes in an open meeting and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion which shall have its substance reasonably identified in the open meeting.”

Lynchburg City Council Rules of Procedure, Section 5-8.C.⁷

That is exactly what happened in 2021: closed discussion, then an open-session resolution, a recorded 7–0 vote, and minutes that identify the motion.^{2, 7} It has not happened since.^{14, 15}

Va. Code § 2.2-3711(B) is the same rule in state law.

“No resolution, ordinance, rule, contract, regulation or motion adopted, passed or agreed to in a closed meeting shall become effective unless the public body, following the meeting, reconvenes in open meeting and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation or motion which shall have its substance reasonably identified in the open meeting.”

Va. Code § 2.2-3711(B).²²

A closed-session performance evaluation may discuss salary. It may not put a raise or a new contract into effect. Certification that the closed meeting stayed inside the motion is not a vote that identifies “4 percent,” “\$180,000,” or a rewritten employment agreement.

3. Authorized pay versus what is being paid

The FY 2022 citywide 5 percent general wage increase was adopted in May–June 2021, before the 2021 Agreement took effect. The Agreement did not say “\$215,000 plus the already-adopted FY 2022 GWI.” It said \$215,000 as the rate, beginning August 1, 2021.^{1, 18} The first GWI Section IV.A therefore authorizes is the increase other city employees received for FY 2023.

Citywide GWIs after that date, taken from adopted budgets, budget materials, and the Deputy City Manager’s own footnotes, are:^{13, 18}

Fiscal year	Effective	Citywide GWI	Source
FY 2023	July 1, 2022	5%	Reconciled to official CM rates
FY 2024	July 5, 2023	5%	Adopted FY 2024 budget; Patrick fn. 1
FY 2025	July 3, 2024	3%	Patrick footnote 2
FY 2026	July 1, 2025	2.5%	Adopted June 30, 2025



Fiscal year	Effective	Citywide GWI	Source
FY 2027	July 1, 2026	2.5%	Adopted May 26, 2026

Applying only those percentages to the authorized \$215,000 base produces this authorized path:

Effective date	Authorized salary	Supplement	Car allowance
August 1, 2021	\$215,000.00	\$10,000	\$6,000
July 1, 2022 (+5%)	\$225,750.00	\$10,000	\$6,000
July 1, 2023 (+5%)	\$237,037.50	\$10,000	\$6,000
July 1, 2024 (+3%)	\$244,148.63	\$10,000	\$6,000
July 1, 2025 (+2.5%)	\$250,252.34	\$10,000	\$6,000
July 1, 2026 (+2.5%)	\$256,508.65	\$10,000	\$6,000

Authorized current cash compensation as of July 1, 2026: \$272,508.65.^{1, 18}

What is being paid, after the unauthorized 2023 extra 4 percent, the unauthorized 2024 rewrite, and later COLAs:

Component (as of July 1, 2026)	Authorized	Being paid
Annual salary	\$256,508.65	\$297,025.13
Benefits supplement	\$10,000.00	\$17,500.00
Car allowance	\$6,000.00	\$7,000.00
TOTAL CASH COMPENSATION	\$272,508.65	\$321,525.13

Current annual gap: \$49,016.48 — approximately \$50,000 a year — before family health, dental, and vision premiums under Section VIII.E of the 2024 Agreement.^{3, 19}

Cumulative extra, August 1, 2021 through August 29, 2026, using day-count proration of the stated annual rates:

Fiscal year	Extra salary	Extra supplement	Extra car	Total extra
FY 2022 (from Aug. 1)	\$9,914	\$0	\$0	\$9,914
FY 2023	\$11,376	\$0	\$0	\$11,376
FY 2024	\$19,433	\$5,712	\$0	\$25,146
FY 2025	\$36,593	\$7,500	\$879	\$44,972
FY 2026	\$39,528	\$7,500	\$1,000	\$48,028
FY 2027 (to Aug. 29)	\$6,549	\$1,212	\$162	\$7,923
TOTAL	\$123,394	\$21,925	\$2,041	\$147,360

Of that \$147,360: about \$53,000 traces to the September 27, 2023 extra 4 percent and extra \$7,500 supplement — the items the Clerk could not tie to a salary vote.¹³ About \$35,000 traces to the August 14, 2024 agreement's 6 percent salary jump and extra \$1,000 car allowance.³ The rest is the FY 2022 5 percent stacked onto the \$215,000 contract rate after that rate had already been fixed. Family insurance premiums are additional and unquantified.^{1, 18}

4. The September 2023 extra 4 percent — “Council voted,” the Clerk could not find the vote



On January 27, 2026, after four written requests, Deputy City Manager Greg Patrick produced a salary table. Footnote 3 states that Council “voted to increase the City Manager’s annual salary by an additional 4 percent” to \$258,941.80 and to add \$7,500 to the benefits supplement, effective September 27, 2023.¹³ $\$248,982.50 \times 1.04$ equals \$258,941.80 exactly. That 4 percent then compounded through every later raise.

Council Member Misjuns asked the Clerk of Council to produce that vote. On February 6, 2026, Clerk Alicia L. Finney wrote:

“The vote they took was to certify the closed session.”

Email from Alicia L. Finney, Clerk of Council, to Council Member Martin Misjuns, February 6, 2026, 12:27 p.m.¹³

A follow-up written question asked whether any vote “to increase the city manager’s annual salary by an additional 4%” exists in any of the minutes. The Clerk’s answer did not identify such a vote.¹³ Certification of a closed session is Rule 5-8.D housekeeping. It is not an ordinance or resolution fixing compensation under Charter § 13.^{4,7}

5. The August 14, 2024 agreement — signed, never adopted

A second Employment Agreement, dated and effective August 14, 2024, resets salary to \$282,712.82, locks the supplement at \$17,500, and raises the car allowance from \$6,000 to \$7,000.³ $\$266,710.08$ (Patrick’s July 3, 2024 rate, after the FY 2025 3 percent GWI) $\times 1.06$ equals \$282,712.68.¹³ The 2024 Agreement is a 6 percent raise on top of the already-inflated 2023 base, plus \$1,000 more in car allowance, plus city-paid health, dental, and vision for the Manager and his dependents.³

Former Mayor Stephanie Reed signed it. Clerk Alicia L. Finney attested it as a witness. Signature and attestation are not a Council vote.^{3,4,6}

Compare that to 2021. In 2021 there is a resolution number, a mover, a seconder, a 7–0 roll call, and minutes that incorporate the contract by reference.² For August 14, 2024 there is none of that. The August 13, 2024 special meeting concerned censure of two Council members. A work session and regular meeting followed. The work session included a closed session under § 2.2-3711(A)(1) to evaluate the City Manager, the City Attorney, and the Clerk of Council. The only open vote after that evaluation was the FOIA certification. The minutes contain no motion, no resolution, no ordinance, and no recorded vote changing anyone’s compensation or adopting a new employment agreement.¹⁴ The Mayor signed the August 14, 2024 Manager agreement the next day.^{3,14} The matter came up again on December 10, 2024. The agenda and minutes of that meeting likewise contain no vote authorizing the August 14 contract.¹⁵

Under Rule 5-8.C, a contract considered in a closed meeting does not become effective until Council reconvenes in open session and takes a vote whose substance is reasonably identified in the open meeting.⁷ That vote is not in the minutes.^{14,15} Va. Code § 2.2-3711(B) is the same requirement.²²

6. The same pattern — City Attorney pay without an open vote

The City Attorney’s 2021 baseline is as clean as the Manager’s. On June 29, 2021, Council adopted Resolution #R-21-057 by a recorded 7–0 vote, appointing Matthew C. Freedman City Attorney effective July 1, 2021, and accepting the written employment offer dated June 21, 2021, “explicitly incorporated herein by reference.”²³ That letter set salary at \$140,000, with later adjustments on the same basis as other City employees “unless City Council indicates otherwise.”²¹ Charter § 13 is written for the Manager. The City Attorney is still a City officer. Code § 2-80 requires that officers “be paid such salaries



or wages as are set out by the council.”⁵ Code § 2-42(a) requires an affirmative vote of a majority of the members elected to Council for any increase of \$100 or more in any one year.⁶ Rule 5-8.C and Va. Code § 2.2-3711(B) add that a closed-session agreement is not effective until an open vote identifies its substance.^{7, 22} The later jumps — \$140,000 to \$180,000, then 7 percent — were not set out by Council under § 2-80 and were not passed under § 2-42(a). That is contrary to both.^{5, 6, 21}

What followed was not another R-21-057. On September 12, 2023, Council closed to evaluate the Clerk and the City Attorney under § 2.2-3711(A)(1). The open record that night is a FOIA certification. It does not identify a salary figure.²¹ The next morning, Human Resources asked the Mayor to raise Mr. Freedman’s salary to \$180,000 and to add five leave days. Mayor Stephanie Reed replied: “I approve these changes based on the votes that passed last night.”²¹ On August 13, 2024, Council again closed under § 2.2-3711(A)(1) to evaluate the Clerk, the City Attorney, and the City Manager. The only open vote after that evaluation was the FOIA certification.¹⁴ On August 16, 2024 — two days after the Mayor signed the Manager rewrite — she wrote that Council had voted Mr. Freedman a 7 percent increase, effective immediately.^{21, 3}

On July 17 and 20, 2026, Mr. Freedman told the Vice Mayor the June 2021 letter “is all I have,” that he does not have a document called a “current contract,” and that later changes were made “through its performance evaluation processes and budget processes.” Those budget instruments do not name his salary, a supplement, or a vehicle stipend.^{27, 29} He stated current salary as \$208,420.94, plus five extra leave days and a \$134.34-per-pay-period vehicle stipend.²⁴ \$208,420.94 is the September 2023 \$180,000 rate and the August 2024 7 percent, plus later citywide GWIs ($\$180,000 \times 1.03 \times 1.07 \times 1.025 \times 1.025$). It is not \$140,000 plus citywide GWIs alone. Applying only the same citywide GWIs used in section 3 to the \$140,000 letter rate (first GWI FY 2023) produces an authorized current salary of \$167,028.89. The stated July 2026 payroll figure is \$208,420.94. The current annual salary gap is \$41,392.05, before the five extra leave days and the \$134.34-per-pay-period vehicle stipend.^{21, 24, 18}

Component (as of July 2026)	Authorized (2021 letter + GWIs)	Being paid
Annual salary	\$167,028.89	\$208,420.94
Annual salary gap		\$41,392.05
Also being paid, not in the 2021 letter rate		Five extra leave days; \$134.34 per pay period vehicle stipend

On August 15, 2025, resent December 29, 2025, he asked Council, during evaluation, for another 5 percent on top of the citywide 2.5 percent GWI, to extend severance from six months to nine, and to add a \$10,000 annual benefits supplement.²⁵ On February 3, 2026, he wrote that because he was part of the upcoming evaluations he intended to have outside counsel present.²⁵ On July 14, 2026, in open session, Councilmember Misjuns stated that emails had identified Mr. Jim Guynn as outside counsel for those evaluations, that Council had never taken a recorded vote to retain him, and that Council directs only by public recorded vote. Council did not convene the closed session that night. It tabled the item to August so appointment of counsel could be noticed and decided by recorded vote.²⁶ On August 25, 2026, the posted agenda listed one closed-session item: evaluate the Clerk, the City Attorney, and the City Manager, “with possible consultation with outside counsel,” under § 2.2-3711(A)(1) and (A)(8). It did not contain a separate item to retain named counsel by recorded vote.²⁸ In open session Councilmember Misjuns moved to strike the outside-counsel language because Council had no formal process for selecting that counsel. A substitute motion to table the closed session indefinitely failed 2–5. The original motion was withdrawn. The body adjourned without entering the closed session and without a recorded vote appointing outside counsel.²⁸



Neither July 14 nor August 25, 2026 is a pay vote for the 5 percent, the \$10,000 supplement, or a rewritten City Attorney agreement. The last Council instrument that identifies his terms remains R-21-057 and the June 21, 2021 letter.^{23, 21} Until Council sets a different salary under § 2-80 by a recorded § 2-42(a) vote, those later increases are contrary to City Code — and, if they were agreed to in closed session, they never became effective under Va. Code § 2.2-3711(B).^{5, 6, 22}

7. Asking for the contract — and what came back

April 30, 2025: the written request

On April 30, 2025 at 8:57 p.m., Council Member Misjuns emailed City Manager Benda, subject line “Budget Request”: “Please send me a copy of your contract.”⁸

April 30, 2025, 9:08 p.m.: the phone call

Eleven minutes later the City Manager called. The redacted transcript is on file. He asked whether there was “more to this than you just want the information,” said a 9 p.m. request “doesn’t feel great,” asked who had been talking about his contract, and asked what information was being sought so he could say whether it was in the document.⁹

Council Member Misjuns’s answers, on the transcript: “I want the information.” “There’s information in there that I want to see.” “I’d rather just see it for myself.” “There’s information in your contract that I want to see for myself with my own eyes.” He noted that a FOIA three years earlier had been denied on the ground that the City did not have the City Manager’s contract. He said he was in a fact-finding stage, that a question had come up among other Council members, and that he had a job to do for the people who elected him.⁹

Employment agreements of local public officers are public records under the Virginia Freedom of Information Act. A Council member does not need a reason to see the City Manager’s contract. The call is relevant because it shows how the first request for a document that should have been produced as a matter of course was received.

May 1, 2025: Human Resources sends the 2024 contract

The next afternoon, Human Resources Director Michelle Jackson emailed: “I understand from Wynter that you have asked for a copy of his contract, and it is attached.” The attachment was the August 14, 2024 Agreement — the instrument Council never adopted — not the May 25, 2021 Agreement Council had voted on.^{10, 3} Council Member Misjuns replied the same day asking that current contracts, position class specifications, and previous performance reviews for all appointees be sent to all Council members by mail.¹⁰

February 2026: the original 2021 contract, after a request copied to Council

On February 1, 2026 at 8:22 p.m., Council Member Misjuns wrote again: “Please send me a copy of your original employment agreement with the City of Lynchburg as soon as you can.” He copied the City Council distribution list. The City Manager replied that evening and copied peers and staff. On February 6, 2026, Michelle Jackson produced the 2021 Agreement.^{11, 1}

The 2021 contract therefore existed. It was produced in 2026. It was not what Human Resources sent in May 2025 when asked for “his contract.”^{11, 10, 11}



8. The 2022 citizen FOIA: “we do not have it on file”

On February 14, 2022, Danielle Shuey submitted a Virginia FOIA request to the City for “a copy of the current contract for each member of the City of Lynchburg leadership team, including the City Manager.” On February 22 she narrowed it to “a copy of the current contract for Wynter Benda, City Manager.”¹²

On February 18 the City produced signed contracts and offer letters for leadership it could locate. On February 23, 2022, Selina Morgan wrote:

“Per my previous email, anything not included in my response on Friday 2/18/2022, we do not have it on file. We have been unable to locate contracts for the City Manager and the Director of Public Works. At this time we are not able to fulfill your request.”

Email from Selina Morgan, City of Lynchburg, to Danielle Shuey, February 23, 2022, 4:38 p.m.¹²

The 2021 Agreement had been executed eight months earlier, on a night Council adopted it 7–0 and incorporated it into a numbered resolution.^{1, 2} By February 2022 the City’s official response to a citizen was that it could not locate the City Manager’s contract.¹² That denial is part of the same paper trail: a public contract that should have been the easiest record in the building was, at the moment a citizen asked, “not on file.”

9. Attempts to put a Charter § 13 fix on the agenda

Repeated requests have been made to place on the agenda an ordinance or resolution fixing the City Manager’s compensation under Charter Chapter III, § 13. No such instrument has been adopted. The only Council action located that fixes that compensation remains Resolution #R-21-039, adopted May 25, 2021.^{2, 4}

In the FY 2026 budget process the City Manager’s Office submitted \$1,643,646 — a 17.4 percent, \$243,721 increase over the adopted FY 2025 figure of \$1,399,925 — while the citywide general wage increase under discussion was 2.5 to 3 percent. At the June 24, 2025 work session, Council Member Misjuns asked why that office’s salaries-and-benefits line was up about 14 percent. Deputy City Manager Patrick answered that several factors were at play, “including a previously vacant position being filled and an additional increase for the City Manager provided by Council,” and that staff could follow up.¹⁶ At the June 30, 2025 special meeting, Council Member Misjuns said those questions “went unanswered” and moved to cut the office increase from 14.1 percent to 4 percent (\$123,202). The amendment failed 3–4. Appropriating the office line is still not a Charter § 13 resolution.^{17, 4} The adopted City Manager Offices and City Attorney pages list office-wide Salaries totals and FTE counts. The appropriation acts adopt General Government function totals. Neither names the City Manager or City Attorney or fixes salary, supplement, or car allowance. They do not set either officer’s individual compensation.^{27, 29}

On February 24, 2026, the City Manager issued a letter rejecting the allegations and describing office pay actions as within his authority.²⁰ He did not produce a Council resolution authorizing his own 2024 contract. At 8:59 p.m. that evening, Council Member Misjuns emailed the City Manager a certified written response to that letter — “Attached is my formal written response to your February 24, 2026, letter” — and stated it was being made public concurrently. The response asked Council to engage an independent investigator. At 10:34 p.m., Mayor Taylor replied, “I am asking you to stop harassing the manager and his staff.” At 11:37 p.m., Council Member Misjuns wrote the Mayor that requesting documentation is oversight, not harassment, and that the City Manager’s suggestion that “action should be taken” against an elected member is inconsistent with the council-manager form of government. The February 24–25 thread, copied to the full Council, did not produce an ordinance or resolution fixing the Manager’s compensation.²⁰



Appointee evaluations themselves have been delayed, cancelled, or not completed. That delay does not create authority to rewrite the Manager's pay without the vote the Charter requires. On August 25, 2026, after the July 14 tabling so that counsel could be noticed and voted, the evaluation item returned with outside counsel folded into the closed-session motion. Council still did not take a recorded vote retaining counsel, and it did not convene the evaluation that night.^{26, 28}

10. What this is — and is not

This fact sheet is a reconstruction from the 2021 Agreement, Resolution #R-21-039, the May 25, 2021 minutes, the 2024 Agreement, the Patrick salary table, the Clerk's February 6, 2026 email, the adopted GWI actions, the adopted CMO and CA budget pages, the FY 2024–FY 2027 appropriation acts, the attached request-and-production emails, the April 30, 2025 call transcript, the 2022 FOIA denial, Council Rule 5-8.C, Charter § 13, City Code §§ 2-80 and 2-42, Va. Code § 2.2-3711(B), Resolution #R-21-057 and the City Attorney's June 21, 2021 offer letter, the September 2023 and August 2024 City Attorney payroll emails, the July 2026 evaluation correspondence, and the official July 14, 2026 meeting video. The August 25, 2026 agenda and official meeting video are included for the evaluation item that bundled "possible consultation with outside counsel" into the closed-session motion and then adjourned without that session.

It is not a finding of criminal intent. It does not ask a court to order restitution. It does not claim the City's financial statements fail to record payroll expense. The issue is authorization: whether compensation above the 2021 contract and the citywide general wage increases was fixed by Council, as the Charter and City Code require. An office-wide budget page or a General Government appropriation is not that act.^{27, 29, 4}

Council may, at any time, fix a different salary by ordinance or resolution.⁴ Until a recorded act does so, the authorized current cash rate under the 2021 Agreement and the citywide GWIs is \$272,508.65, and the extra paid above that path since August 1, 2021 is \$147,360.^{1, 18, 19}

The question the record leaves for the public is the same question the record left for a Council member who asked to see the contract: if the 2021 Agreement is the only instrument Council voted on,^{1, 2} why was the 2024 rewrite treated as "his contract,"^{23, 10} why did a 2022 FOIA receive "we do not have it on file,"¹² and why has every request for the later ordinance or resolution come back with only the 2021 minutes?²

Source list — Packet numbers match the source folder. Superscripts in the text refer to this list. Related files share a parent number (2 / 2.1, 14.1–14.4, 15.1–15.2, 19 / 19.1, 20.1–20.4, 21.1–21.4, 23 / 23.1–23.2 (was 25), 24.1–24.2 / 24.11 (was 26), 25.1–25.2 (was 27)). Each file is listed; they are not each a separate claim.

1. Employment Agreement between the City of Lynchburg and Wynter C. Benda, dated May 25, 2021, effective August 1, 2021 (the "2021 Agreement"). Produced to Council Member Misjuns by Human Resources Director Michelle Jackson, February 6, 2026. Packet: 1 - Benda Agreement 2021.pdf.
2. Lynchburg City Council Resolution #R-21-039, adopted May 25, 2021, 7–0 (Wright motion, Faraldi second). Paragraph 2 accepts and incorporates the contract dated the same day; paragraph 3 authorizes the Mayor to execute it. Packet: 2 - R-21-039.pdf. Minutes of that meeting: 2.1 - May 25, 2021.pdf.
3. Employment Agreement between the City of Lynchburg and Wynter C. Benda, dated and effective August 14, 2024 (the "2024 Agreement"). Signed by then-Mayor Stephanie Reed; attested by Clerk Alicia L. Finney. Produced by Human Resources as "his contract" on May 1, 2025. Packet: 3 - Benda Agreement 2024.pdf.
4. Charter of the City of Lynchburg, Chapter III, § 13: "The city manager shall receive such compensation as shall be fixed by the council by ordinance or resolution." law.lis.virginia.gov/charters/lynchburg/; Municode Charter Ch. 3, § 13. Packet: 4 - Lynchburg City Charter Sec 13.pdf.
5. Lynchburg City Code § 2-80: City officers and employees "shall be paid such salaries or wages as are set out by the council." Municode, Code of Ordinances, Ch. 2, Art. IV. Packet: 5 - Lynchburg City Code Sec 2-80.pdf.
6. Lynchburg City Code § 2-42(a): Every ordinance or resolution "increasing any salary or pay of any employee," where the aggregate increase is \$100 or more for any one year, "shall require for its passage an affirmative vote of a majority of the members elected to council." Packet: 6 - Lynchburg City Code Sec 2-42.pdf.



7. Lynchburg City Council Rules of Procedure, Section 5-8.C: “No resolution, ordinance, rule, contract, regulation, or motion considered in a Closed Meeting shall become effective until the Council reconvenes in an open meeting and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion which shall have its substance reasonably identified in the open meeting.” lynchburgva.gov/DocumentCenter/View/3183/Rules-and-Procedures-PDF. Packet: 7 - Lynchburg City Council Rules of Procedure Sec 5-8.C.pdf.
8. Email from Council Member Martin Misjuns to City Manager Wynter Benda, April 30, 2025, 8:57 p.m., subject “Budget Request”: “Please send me a copy of your contract.” Packet: 8 - EMail - Budget Request.pdf.
9. Redacted transcript of telephone call, April 30, 2025, 9:08 p.m., City Manager Wynter Benda and Council Member Martin Misjuns. Portions marked § 2.2-3705.1 are omitted. Packet: 9 - 04-30-2025 21_08 Phone Call with Benda_ City Governance Meeting_ Breakdown of Trust, Budget Process, and Departmental Issues-transcript_Redacted.pdf.
10. Email from Michelle Jackson, SPHR, Director of Human Resources, to Council Member Misjuns, May 1, 2025, 2:53 p.m., subject “Contract,” copying Deputy City Manager Greg Patrick, transmitting the 2024 Agreement as the current contract. Packet: 10 - RE_Contract .pdf.
11. Email from Council Member Misjuns to City Manager Benda, February 1, 2026, 8:22 p.m., copied to City Council: “Please send me a copy of your original employment agreement with the City of Lynchburg as soon as you can.” Reply from Benda the same evening: Jackson produced the 2021 Agreement on February 6, 2026. Packet: 11 - RE_Employment Agreement.pdf.
12. FOIA correspondence, February 14–23, 2022, Danielle Shuey to Selina Morgan, City of Lynchburg. Request for “a copy of the current contract for Wynter Benda, City Manager.” City response February 23, 2022: “we do not have it on file.” Packet: 12 - FW_Record Request 2022-02-23T20_08_56-05_00.pdf.
13. Email thread among Council Member Misjuns, Deputy City Manager Greg Patrick, City Manager Wynter Benda, and Clerk of Council Alicia L. Finney, January 23–February 6, 2026, including Patrick’s January 27, 2026 email “Re: Salary Information for CMO – 4th Request” and salary table (footnote 3: extra 4% and \$7,500 supplement effective September 27, 2023) and Finney’s February 6, 2026, 12:27 p.m. reply: “The vote they took was to certify the closed session.” Packet: 13 - RE_Salary Information for CMO - 4th Request.pdf.
14. August 13–14, 2024 Council meetings (special meeting, work session, and regular meeting). Closed session concerned performance of the City Manager, City Attorney, and Clerk. No recorded vote adopting the August 14, 2024 Agreement. The August 13 special meeting concerned censure. Packet: 14.1 - 2024-08-13 Special Meeting Agenda .pdf; 14.2 - 2024-08-13 Special Meeting Minutes.pdf; 14.3 - 2024-08-13 Work Session Agenda .pdf; 14.4 - 2024-08-13 Meeting Minutes.pdf.
15. December 10, 2024 work session agenda and meeting minutes. No recorded vote authorizing the August 14, 2024 Agreement. Packet: 15.1 - 2024-12-10 Work Session Agenda.pdf; 15.2 - 2024-12-10 Meeting Minutes.pdf.
16. Minutes of Lynchburg City Council budget work session, June 24, 2025, at 1; video at approx. 36:24 (youtube.com/live/ZvfOeXXe0eo?t=2184). Misjuns question on the approximately 14 percent City Manager’s Office increase; Patrick answer attributing an additional City Manager increase to Council and promising follow-up. Packet: 16 - 2025-06-24 Meeting Minutes.pdf.
17. Minutes of Lynchburg City Council special meeting, June 30, 2025, at 2, 6–7, 10; video at approx. 27:58 and 1:22:03 (youtube.com/live/nIApxS525iM). Misjuns statement that the 14.1 percent questions “went unanswered”; failed 3–4 amendment to reduce the office increase from 14.1 percent to 4 percent (\$123,202). Packet: 17 - 2025-06-30 Meeting Minutes.pdf.
18. Adopted citywide general wage increases: FY 2023 5%; FY 2024 5% (adopted budget; Patrick fn. 1 in source 13); FY 2025 3% (Patrick fn. 2 in source 13); FY 2026 2.5% (source 17, adopted June 30, 2025); FY 2027 2.5% (adopted May 26, 2026). No separate packet file; the rates are in sources 13, 16, and 17.
19. Salary figure of \$289,780.61 reported to Council Member Misjuns (\$282,712.82 × 1.025). FY 2027 compounding: \$289,780.61 × 1.025 = \$297,025.13. Packet: 19 - Outstanding City Council Questions & Requests for Information.pdf; 19.1 - Employee Information - 01.02.2026.xlsx - Read-Only.pdf.
20. February 24–25, 2026 record, in time order: (20.1) email thread “RE: Roll Call Agenda Item for our 02/24/26 Work Session”; (20.2) letter from City Manager Wynter C. Benda, February 24, 2026; (20.4) Council Member Misjuns’s certified written response to that letter, emailed to Benda February 24, 2026, at 8:59 p.m. (“Attached is my formal written response to your February 24, 2026, letter”); (20.3) public Council email thread February 24–25, 2026, subject “Re: Reply to City Manager 02/24/2026 Work Session,” time-stamped Misjuns to Benda 8:59 p.m.; Mayor Taylor to Misjuns 10:34 p.m.; Misjuns to Taylor 11:37 p.m.; Reed to Taylor and Council February 25, 8:59 a.m.; Misjuns to Reed 3:44 p.m.; Reed to Misjuns 3:52 p.m.; Misjuns to Reed 4:06 p.m. Packet: 20.1 - RE_Roll Call Agenda Item for our 02/24/26 Work Session.pdf; 20.2 - City Manager Reply Letter 2-24-2026.pdf; 20.3 - RE_Reply to City Manager 02/24/2026 Work Session.pdf; 20.4 - 2026-02-24 Misjuns Response to City Manager - Certified.pdf.
21. City Attorney employment baseline and later payroll directives. June 21, 2021 written employment offer at \$140,000, incorporated by R-21-057 (see source 23). September 13, 2023 Human Resources / Mayor Reed emails putting salary at \$180,000 and adding five leave days because of “votes that passed last night.” August 16, 2024 Mayor Reed email that Council voted a 7 percent increase effective immediately. Packet: 21.1 - Freedman_City_Attorney_R-2.pdf; 21.3 - Freedman_Email_09.13.2023.pdf; 21.4 - September 12, 2023 Min.pdf. (21.2, the 2020 Deputy City Attorney offer, is not used for the no-vote claim.)
22. Va. Code § 2.2-3711(B): no resolution, ordinance, contract, or motion adopted, passed, or agreed to in a closed meeting becomes effective unless the public body reconvenes in open meeting and takes a vote of the membership on that instrument, with its substance reasonably identified in the open meeting. Packet: 22 - VA Code 2.2-3711 B.pdf.
23. June 29, 2021 special called meeting. Resolution #R-21-057, adopted 7–0 (Nelson motion, Tweedy second), appointing Matthew C. Freedman City Attorney effective July 1, 2021, and accepting and incorporating the June 21, 2021 written employment offer by reference. The minutes spell the name “Freeman.” Packet (rename from 25 / 25.1 / 25.2): 23 - June 29, 2021 Special Called Meeting.pdf; 23.1 - Agenda Item Summary June 29, 2021 Special Called Meeting.pdf; 23.2 - June 29, 2021 Special Called Meeting Minutes.pdf.
24. July 14–20, 2026 City Attorney evaluation correspondence. Mr. Freedman to Vice Mayor Diemer: the “out of date” June 2021 letter “is all I have”; he does not have a “current contract”; later changes were made through “performance evaluation processes and budget processes”; stated current salary \$208,420.94, five extra leave days, and \$134.34 per pay period vehicle/travel stipend. Packet (rename from 26.1 / 26.2 / 26.11): 24.1 and 24.2 - Re: City Attorney Annual Evaluation on July 14, 2026; 24.11 - Freedman Contract.pdf (the June 21, 2021 letter).



25. City Attorney compensation requests and outside-counsel notice. August 15, 2025, resent December 29, 2025: request for an additional 5 percent, severance of nine months, and a \$10,000 annual benefits supplement. February 3, 2026: notice that he intended to have outside counsel present at the February 10 evaluations because he was part of those processes. Packet (rename from 27.1 / 27.2): 25.2 - FW: Upcoming Annual Evaluation for City Attorney; 25.1 - Upcoming City Manager, City Attorney, and Clerk of Council Appointee Evaluations/Contract Reviews for 02/10/2026.pdf.
26. Official video, Lynchburg City Council Meeting, July 14, 2026 (City of Lynchburg channel). Beginning at 1:30:02, Councilmember Misjuns stated that emails had identified Mr. Jim Guynn as outside counsel for the appointee evaluations, that Council had never taken a recorded vote to retain him, and that Council directs only by public recorded vote. The body tabled the closed session to August so appointment of counsel could be noticed and decided by recorded vote. [youtube.com/watch?v=M26oFc1JCTQ&t=5402s](https://www.youtube.com/watch?v=M26oFc1JCTQ&t=5402s). No separate packet file; the recording is the city's.
27. Adopted City Manager Offices and City Attorney department pages, City of Lynchburg Operating Budget books, FY 2024–FY 2027. Each page lists an office-wide “Salaries” / “Employee Benefits” total and an FTE count, with Actual, prior Adopted, Department Submitted, Manager’s Proposed, and Adopted columns. Org charts show City Manager (1) and City Attorney (.9) as headcount, not pay. None lists the City Manager’s or City Attorney’s individual salary, supplement, or car allowance. Narratives cite general wage increases, compression, VRS, structure adjustments, and staffing changes. They do not name the extra 4 percent, the August 14, 2024 rewrite terms, the \$180,000 rate, or the 7 percent. Packet: FY2024 Adopted CMO and CA Budget.pdf; FY2025 Adopted CMO and CA Budget.pdf; FY2026 Adopted CMO and CA Budget.pdf; FY2027 Adopted CMO and CA Budget.pdf.
28. August 25, 2026 City Council regular-meeting agenda, item VII.30: closed session to review and/or evaluate the Clerk of Council, City Attorney, and City Manager, “with possible consultation with outside counsel,” pursuant to Va. Code § 2.2-3711(A)(1) and (A)(8). Official video (City of Lynchburg channel), beginning about 2:01:00: Councilmember Misjuns moved to remove the outside-counsel language for lack of a formal selection process; a substitute to table the closed session indefinitely failed 2–5; the original motion was withdrawn; the meeting adjourned without the closed session and without a recorded vote retaining counsel. Packet: August 25 2026 Agenda (marked copy); [youtube.com/live/_xrvvEyppu0?t=7261](https://www.youtube.com/live/_xrvvEyppu0?t=7261). Minutes not yet published as of September 2, 2026.
29. Adopted General Fund appropriation instruments: Resolution #R-23-046 (FY 2024, adopted May 23, 2023); Resolution #R-24-031 (FY 2025, adopted May 28, 2024); Ordinance #O-25-047 (FY 2026, adopted June 30, 2025); Ordinance #O-26-044 (FY 2027, adopted May 26, 2026). Each adopts the operating budget “including the revenues and expenditures proposed by the City Manager and revised by City Council” and appropriates functional totals (General Government, Public Safety, Public Works, and the rest). None names the City Manager or City Attorney or fixes salary, supplement, or car allowance. Packet: FY2024 Budget Appropriation.pdf; FY2025 Budget Appropriation.pdf; FY2026 Budget Appropriation.pdf; FY2027 Budget Appropriation.pdf.

This fact sheet is the work of one member of City Council. It is not an official statement of the City of Lynchburg or of City Council as a body. Underlying documents cited above can be found at:

<https://drive.google.com/drive/folders/1z5XDe55pJVb8V53ic0ooJaRePu8DbVrR?usp=sharing>

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