

**MINUTES OF THE REGULAR MEETING OF THE RURAL RETREAT TOWN
COUNCIL HELD IN THE COUNCIL CHAMBERS ON
TUESDAY FEBRUARY 10, 2026- 7:00 P.M.**

Mayor and Council Members Present: Dale Yontz, Vice-Mayor, James Lloyd, Geary Jonas, James P. “Sean” Viars, Bob Lewis, Alma Dunford

Council Members Absent: Tim Litz, Mayor

Administration Present: Monica H. Patton, Clerk/Treasurer
Derek Breedlove, Police Chief

Administration Absent: Jason Childers, Town Manager

Others Present: Mike Jones, Kevin Buller, Doug Collins, Doug Matney, Roger Hedrick

DETERMINATION OF A QUORUM

Vice-Mayor Yontz called the meeting to order and determined a quorum was present.

INVOCATION

Councilmember Jonas gave the invocation.

PLEDGE OF ALLEGIANCE

Vice-Mayor Yontz led the Pledge of Allegiance.

APPROVAL OF MINUTES

A motion was made by Councilmember Lewis seconded by Councilmember Dunford to approve the minutes of the January 13, 2026, meeting. The motion passed by a vote of six (6) for: Viars, Jonas, Lloyd, Dunford, Lewis, Yontz; zero (0) against.

CITIZEN’S TIME – Doug Collins President of the Rural Retreat Lions Club. The groups 2nd Vice President, Doug Matney was in attendance with Mr. Collins. Mr. Collins explained that the Lions Club has several projects they are interested in for the town. The sign located at the cabinet shop on Main Street needs attention. He mentioned that in order to update the information on the sign someone has to physically change the letters. It is also difficult to read when driving past the sign. He stated that he has information for a new sign from a company located in Sarasota, Florida. The Lions Club is available to assist financially or any other way to complete the project. He handed out the information that he received from the company in

Florida. Mr. Collins explained that the sign is a self-contained digital sign that will be easy to read. The information can be updated remotely.

Kevin Buller of 218 Buck Avenue addressed Council regarding the RRHS after-prom event. He is a parent of a Junior student at RRHS. The Junior class is responsible for the after-prom event. He mentioned that after-prom is important to keep kids off of the streets after the prom. The event offers door prizes which cost money, and the group depends on businesses and other organizations for assistance. He stated that in the past the town has assisted with the event financially. Vice-Mayor Yontz stated that the town has budgeted \$2000 for the event. Treasurer Patton requested a formal letter from the organization requesting the funds.

Roger Hedrick of West Baumgardner Avenue asked if anything has been done regarding paving West Baumgardner Ave. Vice-Mayor requested that Town Manager Childers be made aware of this request.

CORRESPONDENCE – Councilmember Viars thanked the town crew for their efforts during the recent weather events. Councilmember Lloyd suggested a bonus for the town workers for their extra work. A motion was made by Vice-Mayor Yontz seconded by Councilmember Lloyd to refer to the finance committee to compensate the town crew for the extra time and efforts during the recent snow events. The motion passed by a vote of six (6) for: Lloyd, Jonas, Yontz, Viars, Dunford, Lewis; zero (0) against.

Councilmember Jonas reported that a citizen had approached him with concerns about the use of engine brakes (also known as Jake brakes) within town limits.

Chief Breedlove advised that, based on information he has reviewed, prohibiting engine brake use within the town is not enforceable through local ordinance. He noted that in some other localities, citizens have installed advisory signs requesting trucks to refrain from using engine brakes.

Chief Breedlove further informed the Council that Virginia State Police Motor Carrier officers plan to conduct enforcement activities in the area. Due to limited suitable locations within town for safely pulling over tractor-trailers, these operations will most likely occur near the interstate.

Councilmember Jonas, drawing from his experience as a former truck driver, stated that drivers do not need to use engine brakes when entering town from the water tanks area on South Main Street.

Councilmember Dunford suggested that, if complaints about engine brake use persist, the town should consider installing appropriate signs.

Chief Breedlove recommended consulting the town attorney on the matter. He expressed concern that posting signs prohibiting engine brake use could create liability issues if an accident were to occur as a result of brake-related problems.

Councilmember Viars pointed out that the town cannot place signs on Virginia Department of Transportation (VDOT)-maintained roads without prior approval from VDOT. He agreed to obtain additional information from VDOT regarding this issue.

POLICE REPORT – Chief Breedlove reported that, despite periods of inclement weather, the Police Department responded to only a small number of incidents, consisting of a couple of fender benders and falls. He commended the town crew for their efforts in keeping the roads clear, noting that their work contributed significantly to minimizing accidents and related issues during the bad weather.

UNFINISHED BUSINESS

DOWNTOWN REVITALIZATION – See Town Manager’s report.

HERITAGE DAYS FESTIVAL – Vice-Mayor Yontz reported that he is waiting for approval from the main act on the use of specific artwork for advertising.

UPGRADES TO WATER PLANT – See Town manager’s report.

DERELICT PROPERTY – Councilmember Lewis stated that there are several properties that need attention.

WATER ACCOUNTABILITY – See Town Manager’s report.

NEW BUSINESS

WATER ISSUE – Councilmember Dunford asked what the water level issue is being caused by. Mike Jones stated that the town is working on the issue.

COMMITTEE REPORTS

FINANCE & APPROPRIATIONS – Councilmember Viars inquired about the delinquent business licenses. Treasurer Patton reported that there are two businesses that have not complied. She stated that the verification of information has been received, but the payment has not been made.

Treasurer Patton reported that a finance committee meeting will be held soon to discuss the proposed employee bonuses and the budget.

PERSONNEL, ORDINANCES & LEGAL MATTERS – Councilmember Lewis asked if contact was made with the new attorney. Treasurer Patton responded that contact has been made from the town office.

MURAL PLANNING- None

TOWN MANAGER’S REPORT

- **Downtown Revitalization:** The contractor has been working inside on the bathrooms and improvements to the building on the downtown site. The plan is still to have the bathrooms, splash pad, and playground ready for a Grand Opening on Memorial Day.

- **Water Plant:** With winter storms that the Town has been having, we suspect that a lot of people are using excess water to make sure the pipes in their homes don't burst and we have found several leaks in or under homes that has affected our tank levels. The Town did fix a leak today on Main St., but Mike Jones does not feel like this our main problem due to the size of the leak. The Town will continue to monitor the water plant and the tank levels to get the capacity back to normal.
- The Town has received the Preliminary Engineering Report from RDA (previously The Lane Group) for the water plant at Staley Spring. I have sent each of you a copy of this. I have spoken with project managers from RDA and Rowland Kooch with Davenport and Associates about getting together for a preliminary meeting about how to proceed with VDH about on this project and the costs involved along the way.
- **Water Accountability:** I have been in contact with Kevin Belcher from Giles County about our water accountability. He was unavailable for a few weeks and contacted me last week about our system. I hope to have a meeting with him soon.
- **Painting at the Fire Department:** I have reached out to Lionheart painting about painting the Fire Department. They will put the Town on their schedule, but they will need 5 consecutive days over 40 degrees to complete this project.
- **Personnel:** The Town has hired 2 new employees for the Water and Wastewater Department. With the addition of the Staley Spring Water plant these hires will help with workload in the Town's future projects.
- **Dutchess Dairy Expansion:** Town Council along with the JIDA agreed to negotiate to aid with the expansion and job creation involved with the expansion of Dutchess Dairy of Rural Retreat. The MOU has been produced with Wythe County's portion being \$19k and the Town's portion being \$6k, to go along with the other funding they received. Please vote whether to allocate these funds for this project.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between: **Wythe County, Virginia** (the "County"), a political subdivision of the Commonwealth of Virginia; **The Town of Rural Retreat, Virginia** (the "Town"), a municipal corporation of the Commonwealth of Virginia; and **The Joint Industrial Development Authority of Wythe County, the Town of Wytheville and the Town of Rural Retreat** (the "Authority"), a political subdivision of the Commonwealth of Virginia. (The County, the Town, and the Authority are collectively referred to herein as the "Parties" and individually as a "Party.")

WHEREAS, Dutchess Farm Products, LLC, a Virginia limited liability company doing business as Dutchess Dairy (the "Company") is undertaking an expansion project (the "Expansion") in the Town of Rural Retreat, which constitutes a valid economic development purpose;

WHEREAS, the Company's expansion project has been awarded an Agriculture and Forestry Industries Development (AFID) Fund grant from the Commonwealth of Virginia in the amount of \$25,000 (the “Grant”); and

WHEREAS, the Grant requires a total local cash match of \$25,000 (the “Local Match”), the County and the Town desire to share in the cost of the Local Match, and the Authority has agreed to administer the Grant; and

WHEREAS, the Parties desire to formalize their agreement regarding the Local Match and the administration of the Grant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose and Scope.** This MOU formalizes the agreement between the County, the Town, and the Authority to support the Company’s Expansion in the Town of Rural Retreat by providing the Local Match for the Grant and administering the Grant.

2. **County’s Share.** The County will fund up to Nineteen Thousand Dollars (\$19,000) of the required Local Match. The County shall remit its share of the Local Match to the Authority within thirty (30) days of receiving a written request from the Authority.

3. **Town’s Share.** The Town will fund up to Six Thousand Dollars (\$6,000) of the required Local Match. The Town shall remit its share of the Local Match to the Authority within thirty (30) days of receiving a written request from the Authority.

4. **Authority’s Responsibilities.** The Authority will administer the Grant, including:

- a. Verification of the Company’s achievement of the performance targets set forth in that certain Performance Agreement by and among the County, the Authority, and the Company dated January 14, 2026 and attached hereto as Exhibit A (the “Performance Agreement”);
- b. Requesting and distributing funds;
- c. Maintaining accurate records of all transactions related to the Grant;
- d. Providing regular reports to the County and the Town regarding the status of the Grant and the Company's progress toward meeting the performance targets; and
- e. Submitting all required reports and documentation to the Commonwealth of Virginia.

5. **Performance Targets.** Grant payment is contingent upon the Company successfully meeting the following performance targets, as further described in the Performance Agreement:

- a. Creation of 4 full-time equivalent positions with an average annual wage of at least \$32,212; and

- b. Capital investment of \$895,000 in the Expansion.

6. **Term and Termination.** This MOU shall commence on the Effective Date and shall continue until the Grant has been fully disbursed and all reporting requirements have been satisfied, unless earlier terminated as provided herein. Any Party may terminate this MOU for cause by providing written notice to the other Parties specifying the nature of the breach. The breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach is not cured within the cure period, the non-breaching Party may terminate this MOU immediately and seek the return of its contribution to the Local Match, if any, by providing written notice to the other Parties.

7. **Notices.** All notices, requests, demands, and other communications required or permitted under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally, or three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:

County Administrator
Wythe County
340 South Sixth Street
Wytheville, VA 24382

If to the Town:

Town Manager
Town of Rural Retreat
307 South Main Street
Rural Retreat, VA 24368

If to the Authority:

David Manley
Joint Industrial Development Authority of Wythe County, the
Town of Wytheville and the Town of Rural Retreat
190 South First Street
Wytheville, VA 24382

8. **Assignment.** No Party may assign or transfer any of its rights or obligations under this MOU without the prior written consent of the other Parties.

9. **Amendment.** This MOU may be amended or modified only by a written instrument executed by all Parties.

10. **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. **No Third-Party Beneficiaries.** This MOU is intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this MOU.

12. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

13. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

14. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

15. **Further Assurances.** Each Party agrees to execute such additional documents and perform such acts as are reasonably necessary to effectuate the intent of this MOU.

16. **Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this MOU.

17. **Relationship of the Parties.** Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date of the last signature below.

WYTHE COUNTY, VIRGINIA

By: _____
Name: **Stephen Bear**
Title: **Wythe County Administrator**
Date: _____

TOWN OF RURAL RETREAT, VIRGINIA

By: _____
Name: **Jason Childers**
Title: **Rural Retreat Town Manager**
Date: _____

**JOINT INDUSTRIAL DEVELOPMENT
AUTHORITY OF WYTHE COUNTY, THE TOWN
OF WYTHEVILLE AND THE TOWN OF RURAL
RETREAT**

By: _____
Name: **David Manley**
Title: **Executive Director**
Date: _____

A motion was made by Councilmember Viars, seconded by Vice-Mayor Yontz to approve the Memorandum of Understanding (MOU) between Wythe County, Virginia, The Town of Rural Retreat, Virginia and The Joint Industrial Development Authority of Wythe County, the Town of Wytheville and the Town of Rural Retreat to fund Six Thousand Dollars (\$6,000) to Duchess Dairy. The motion passed by a vote of six (6) for: Lloyd, Jonas, Yontz, Viars, Dunford, Lewis; zero (0) against.

Councilmember Dunford inquired about the employees using a time clock to keep up with their time. Chief Breedlove mentioned that he signs on and off with Wythe County dispatch every time he is on duty. Treasurer Patton explained that maintenance, water and wastewater employees present a time sheet each week. She stated that the office employees do not complete a weekly time sheet. Councilmember Lewis stated that in his opinion time sheets are efficient in keeping up with the time and a time clock would be cumbersome. Councilmember Dunford asked to see the time sheets. Treasurer Patton said she will provide the time sheets anytime. Councilmember Viars suggested a personnel committee meeting to discuss the issue further.

TREASURER’S REPORT

The invoices for February 10, 2026, were read and approved.

ADJOURNMENT – There being no additional business to discuss, the meeting was adjourned upon a motion by Councilmember Lewis. The motion was duly seconded and approved.

Vice-Mayor

Clerk