

PUBLIC NOTICE IS HEREBY GIVEN that the following governing body will meet at the date, time, and place herein set out. The tentative agenda for said meeting is as follows:

TENTATIVE AGENDA
ATKINS CITY COUNCIL
CITY HALL – 480 3RD AVENUE
TUESDAY, FEBRUARY 24, 2026
6:00 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Brian Cruise
2. Roll Call by City Clerk
3. Approval of the Agenda by City Council.
4. Citizens' Opportunity to address the Council on any items not on the agenda*:
 - In conformance with the Iowa Open Meetings law, no action or deliberation can occur on items presented during the Citizens' Forum
 - Please walk to the front and state your name and address and the subject of your discussion
 - Speakers are encouraged to limit their comments to three (3) minutes
5. Unfinished Business:
 - **Motion** to approve **Ordinance #239**, "An Ordinance amending the Code of Ordinances of the City of Atkins, Iowa, by adding a new section prohibiting parking on certain streets" by City Council (2nd reading)
 - Discussion & Consideration of Motion by City Council
 - Roll call vote by City Clerk
 - **Motion** to suspend the rules pursuant to *Iowa Code Section 380.3* and place **Ordinance #239** on final reading by City Council.
 - **Motion** to approve **Ordinance #239**, "An Ordinance amending the Code of Ordinances of the City of Atkins, Iowa, by adding a new section prohibiting parking on certain streets" by City Council (3rd & final reading)
 - Discussion & Consideration of Motion
 - Roll call vote by City Clerk
 - **Motion** to approve **Ordinance #238**, "An Ordinance Amending the Code of Ordinances of the City of Atkins. Iowa, by amending provisions pertaining to Meter Costs" by City Council (3rd & final reading)
 - Discussion & Consideration of Motion by City Council
 - Roll call vote by City Clerk
6. New Business:

A. 2025-26 Fiscal Year Budget Amendment (#1):

- Review by Scott Flory, City Administrator
- Open Public Hearing by Mayor Brian Cruise
- **Motion** to close Public Hearing by City Council
- Discussion & Consideration of Motion by City Council
- Voice vote by Mayor Brian Cruise
- **Motion** to approve **Resolution #2026-02-02**, “A Resolution approving the budget amendment (#1) for FY 2026” by City Council.
- Discussion & Consideration of Motion by City Council
- Voice vote by Mayor Brian Cruise

B. Proposal for new City Website Design & Development:

- Review by Scott Flory, City Administrator
- **Motion** to approve proposal from Fusebox Marketing of Carroll, Iowa, by City Council
- Discussion & Consideration of Motion by City Council
- Voice vote by Mayor Brian Cruise

C. Proposal to advertise and list certain real property owned by the City of Atkins commonly known as 619 High Point Drive for sale and declaring said property as surplus property:

- Review by Scott Flory, City Administrator
- **Motion** to approve **Resolution #2026-02-03**, “A Resolution authorizing and empowering City staff to list real property owned by the City located at 619 High Point Drive in the City of Atkins, Iowa for sale and establishing certain parameters regarding the sale of the property” by City Council.
- Discussion & Consideration of Motion by City Council
- Roll call vote by City Clerk

7. City Administrator’s Report:

- Legislative Day: March 4th at the Capitol
- Security Cameras & Access Control System Installation City Hall/Library & Pavilion
- Request from S&J Sanitation regarding early starts for collection

8. Mayor’s Report:

9. Consent Agenda:

- Approval of the abstract of the bills & claims as submitted
- Approval of February 17, 2026, City Council meeting (special) minutes

10. Other Business:

11. Closed Session: Pursuant to Code of Iowa Section 21.5 (1)(i) to evaluate the professional competency of an individual (appointment, hiring, performance, or discharge) when necessary to prevent needless and irreparable injury to that person's reputation and if those individuals request a closed session.

- Motion to enter closed session by City Council.
- Discussion & Consideration of Motion
- Roll call vote by City Clerk

12. Motion to Adjourn

NEXT REGULAR MEETING – MARCH 10, 2026 at 6:00 P.M.

This notice is given pursuant to Chapter 21.4 (1) of the Code of Iowa and of the local Rules & Procedures of the Governing Body

**Written comments are welcome in advance of the meeting and may be received at the office of the City Clerk in-person, or by email at: cityclerk@cityofatkins.org at Atkins City Hall, 480 Third Avenue, Atkins, IA 52206. Contact the City Clerk's Office if you plan to speak before the Council on an agenda item and need any special assistance.*

*** As City Council members may attend this meeting in numbers that could constitute a quorum an agenda will be posted.*

Note: Some members may participate by telephone, per Section 21.8 of the Code of Iowa

ORDINANCE NO. 239

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ATKINS, IOWA, BY ADDING A NEW SECTION PROHIBITING PARKING ON CERTAIN STREETS

BE IT ENACTED by the City Council of the City of Atkins, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Atkins, Iowa, is amended by adding a new Section 69.11, entitled NO PARKING ZONES, which is hereby adopted to read as follows:

69.11 NO PARKING ZONES. No one shall stop, stand, or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236(1))

1. 3rd Avenue on the west side from Park Ridge Road south to the east-west driveway approach to the fire station.
2. 3rd Avenue on the east side from Park Ridge Road south to the driveway entrance to City Hall/Library.
3. 2nd Avenue on the west side from Park Ridge Road south to the fire station driveway.
4. 2nd Avenue on the east side from Park Ridge Road south to the fire station driveway.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ___ day of _____, 2026, and approved this ___ day of _____, 2026.

Mayor

ATTEST:

City Clerk

First Reading: February 17, 2026

Second Reading: February 24, 2026

Third Reading: February 24, 2026

I certify that the foregoing was published as Ordinance No 239 on the ___ day of _____, 2026.

City Clerk

ORDINANCE NO. 238

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ATKINS, IOWA, BY AMENDING PROVISIONS PERTAINING TO METER COSTS.

BE IT ENACTED by the City Council of the City of Atkins, Iowa:

SECTION 1. SECTION MODIFIED. Section 91.06 of the Code of Ordinances of the City of Atkins, Iowa, is repealed and the following adopted in lieu thereof:

91.06 METER COSTS. The property owner of a new water account must purchase a meter and remote reading device from the City. The type and installation of the meter shall be in accordance with the Superintendent’s directives and this chapter. The City shall retain ownership of the meter and remote reading device and shall have the right to inspect said meter and remote reader from time to time to insure proper operation of the meter and to check for illegal bypassing of any other meter in the premises. Customers shall pay the actual cost of the water meter and remote reading device.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ___ day of _____, 2026, and approved this ___ day of _____, 2026.

Brian Cruise, Mayor

ATTEST:

City Clerk

First Reading: February 10, 2026

Second Reading: February 17, 2026

Third Reading: February 24, 2026

I certify that the foregoing was published as Ordinance No. 238 on the ___ day of _____, 2026.

City Clerk

RESOLUTION NO. 2026-02-02

A RESOLUTION APPROVING THE BUDGET AMENDMENT #1 FOR FISCAL YEAR 2025/2026;
THE CITY OF ATKINS, BENTON COUNTY, IOWA.

WHEREAS, the Council has reviewed a proposed budget amendment for fiscal year 2025/2026; and

WHEREAS, the budget amendment for the fiscal year 2025/2026, as set forth in the Record of Hearing and Adoption of Budget Amendment showing the total budget as certified or last amended, current amendment, and total budget after current amendment is adopted, and the Clerk is directed to make the filings required by law.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATKINS, BENTON COUNTY, IOWA, that the Council met on Tuesday, February 24, 2026, at 6:00 p.m. in City Hall and by majority vote adopted a Resolution approving the budget amendment for fiscal year 2025/2026 as set forth in the Record of Hearing and Adoption of Budget Amendment showing the total budget as certified or last amended, current amendment, and total budget after current amendment is adopted; within the City of Atkins, Benton County, Iowa.

PASSED and APPROVED this 24th day of February, 2026.

Brian Cruise, Mayor

Attest:

Shelley Annis, City Clerk/Treasurer

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of ATKINS
Fiscal Year July 1, 2025 - June 30, 2026

The City of ATKINS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 2/24/2026 06:00 PM	Contact: Scott Flory	Phone: (319) 446-7870
--	-----------------------------	------------------------------

Meeting Location: Atkins City Hall Council Room, 480 3rd Ave

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	1,033,140	0	1,033,140
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,033,140	0	1,033,140
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	574,582	0	574,582
Other City Taxes	6	203,637	0	203,637
Licenses & Permits	7	18,350	0	18,350
Use of Money & Property	8	38,600	0	38,600
Intergovernmental	9	896,828	0	896,828
Charges for Service	10	1,676,216	0	1,676,216
Special Assessments	11	0	0	0
Miscellaneous	12	2,000	0	2,000
Other Financing Sources	13	0	0	0
Transfers In	14	1,373,830	255,000	1,628,830
Total Revenues & Other Sources	15	5,817,183	255,000	6,072,183
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	154,159	17,200	171,359
Public Works	17	862,560	1,000	863,560
Health and Social Services	18	0	0	0
Culture and Recreation	19	340,562	47,100	387,662
Community and Economic Development	20	224,538	50,000	274,538
General Government	21	638,949	24,000	662,949
Debt Service	22	681,896	0	681,896
Capital Projects	23	1,500,000	1,300,000	2,800,000
Total Government Activities Expenditures	24	4,402,664	1,439,300	5,841,964
Business Type/Enterprise	25	1,299,554	197,000	1,496,554
Total Gov Activities & Business Expenditures	26	5,702,218	1,636,300	7,338,518
Transfers Out	27	1,373,830	255,000	1,628,830
Total Expenditures/Transfers Out	28	7,076,048	1,891,300	8,967,348
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,258,865	-1,636,300	-2,895,165
Beginning Fund Balance July 1, 2025	30	2,748,334	3,049,565	5,797,899
Ending Fund Balance June 30, 2026	31	1,489,469	1,413,265	2,902,734

Explanation of Changes: Revenues-FY25 budgeted transfer completed in FY26.
Expenses-unexpected expenses, or expenses budgeted in FY25 but not expensed until FY26.

FUSEBOX
MARKETING



CLIENT PROPOSAL

Creating remarkable clients experiences.

CITY OF ATKINS

Scott Flory
sflory@cityofatkins.org

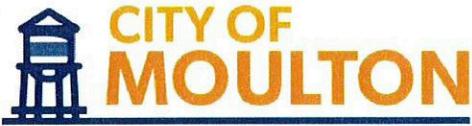
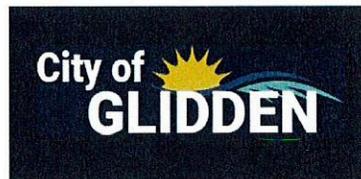
LET'S MAKE **SPARKS FLY**

About Us

At Fusebox Marketing, we partner with municipalities to design and manage modern, accessible websites that effectively serve their communities. Founded in 2014 (originally as WebVenture Inc.) and rebranded in 2016, we've grown into a dedicated team of in-house and remote experts who understand the unique needs of local governments—from ADA-conscious design and streamlined service delivery to improved resident engagement and transparency—delivering tailored, results-driven digital solutions that strengthen community connections.

City Clients

We've worked with a number of cities including:



Website Design & Development

At Fusebox Marketing, we create custom websites that reflect your brand, resonate with your audience, and meet your business goals. Our expert team stays current with industry best practices, ensuring your site is visually appealing, high-performing, and fully optimized. We follow a rigorous design and coding process, delivering a website tailored to your unique needs, not a one-size-fits-all solution.

Website Design Process

Step 1 - Project Kickoff Meeting

Your website design project begins with a kickoff meeting to discuss your city's identity, goals, community needs, and neighboring competitors. We'll also review design preferences and key features to ensure your site highlights what makes your city unique.

Step 2 - Content Creation and Organization

We gather and organize the essential content, images, and assets that will showcase your city. We may set up an online document for reviewing copy and a shared folder where you can upload photos and videos. This ensures all materials reflect your city's identity and are prepared for a smooth, cohesive design process.

Step 3 - Design Mockups and Revise Until Your Approval

We begin by designing a homepage mockup and refine it based on your feedback until it meets your approval. Next, we design key interior pages, making revisions as needed, to ensure the overall design aligns with your vision. This collaborative process ensures that the design is fully approved before we proceed with development.

Step 4 - Coding and Testing

Mockups are converted from images into a responsive website through our design-to-code process. This method allows web designers and developers to work together to make a great looking and highly functional website. Once all content is added, we test your website across major browsers (Chrome, Safari, Firefox, Edge) and devices (PC, Mac, iPhone, Android, iPad).

Step 5 - Website Deployment & Launch

When you're ready to launch, we'll point your domain to our servers. After propagation, we'll complete a post-launch checklist to ensure everything functions correctly. If you're managing content, we'll also schedule a WordPress training session.

Website Sitemap

Each cell below represents a page on your new website.

Home	Government	Residence	News	FAQ	Contact
	--Agenda & Minutes	--Utilities			
	--Budgets & Annual Reports	--Pay Utilities			
	--Council & Mayor	--Atkins Public Library			
	--Boards & Commissions	--Organizations			
	--Departments	--Parks			
	--Forms & Permits	--Report A Concern			
	--Planning & Zoning	--Pavilion Rental			

Project Timeline

Each website we build is unique to each client. For your website design project, you can expect the completion to be between 8 and 12 weeks.

Project Start	Proposal approved
Week 1	Kickoff meeting
Week 2 - Week 3	Content creation & organization
Week 3 - Week 6	Mockups & revisions
Week 6 - Week 8	Coding & development
Week 8 - Week 10	Testing & final touches
Week 10 - Week 12	Client approval & launch

*timeline subject to change

Features & Functionality

Website functionality is essentially what your website can do and how it works. Providing the right functionality is crucial to the success of a website, and is an essential part of the planning phase. The functionality and features for your new website are listed below.

- **WordPress + Elementor Pro** is a flexible, open-source content management system (CMS) that allows users to easily create, manage, and update websites.
- **Google Analytics (GA4)** is a free tool that provides detailed insights into website traffic, user behavior, and other key performance metrics.
- **Mailgun** is an email service that ensures web form submissions are delivered reliably by sending confirmation or notification emails from your website form(s).
- **Akismet** is an anti-spam software that automatically filters out spammy form submissions on websites.

Hosting & Security

Our WordPress hosting solution is the perfect choice for your WordPress website. Our hosting keeps websites performing and secure.

- **Managed WordPress Hosting** is a WordPress tailored hosting solution that takes care of technical aspects like performance, security, updates, and backups. This includes monthly checks to update your core WordPress version and update any plugins used on the website.
- **Daily backups** with a 30-day retention period to ensure your data is always secure and accessible.
- **Global Edge Security** with Web Application Firewall (WAF), DDoS mitigation, SSL Certificate, and a Content Delivery Network (CDN) for enhanced protection and performance.
- **Licenses** for Elementor Pro, Mailgun, and Akismet are included with our website hosting.

ADA Compliance with accessiBe

Web accessibility is increasingly enforced through laws and regulations, and websites that are not accessible may be exposed to accessibility-related demand letters, lawsuits, and regulatory scrutiny. In 2025 alone, more than 5,100 web accessibility lawsuits were filed, underscoring how common and ongoing enforcement has become. By taking proactive steps to improve accessibility, organizations can demonstrate a good-faith effort to meet legal expectations and reduce exposure to accessibility-related claims as their digital content evolves over time.

We partner with accessiBe and offer accessWidget, an AI-powered tool that helps websites align with critical accessibility standards—supporting inclusive digital experiences while also helping mitigate legal risk.

accessWidget supports ongoing accessibility efforts through AI-powered background remediation that works continuously as website content changes. This helps address accessibility issues that may arise when new pages, features, or updates are added, reducing the need for manual remediation with every content change. Rather than treating accessibility as a one-time project, this approach helps support accessibility over time as websites evolve.



Project Investment

Description	Amount
<input checked="" type="checkbox"/> Website Design & Development Custom website design, development, and launch	\$5,800
<input checked="" type="checkbox"/> Website Hosting & Security Website hosting, security, SSL, and monthly updates to core WordPress version and plugins.	\$1,199/year
<input checked="" type="checkbox"/> Website Enhancements Plan (2 hours per mo.) To continuously improve the visual aspects of your website. <ul style="list-style-type: none">• Update website information upon client request• Send client suggestions on new website feature options• Continuously improve page layout as new content is added• Update the website with new banners and photos to ensure the site does not become outdated• Update agenda and minutes• Remove outdated information• Test the website on the latest browsers and devices to ensure user-friendly browsing	\$180/month
<input checked="" type="checkbox"/> On-Site Photography <ul style="list-style-type: none">• 8 hours of on-site photography + photo editing/resizing• Will create a shotlist of locations (IE: parks, Pavilion, downtown, and other locations)• All photos will be used throughout website and provided to City of Atkins for download	\$2,000
<input checked="" type="checkbox"/> accessiBe widget <ul style="list-style-type: none">• ADA compliance widget for website• \$499/year for up to 5,000 monthly website visits• Automated web accessibility• Ongoing scans & fixes every 24 h• Accessibility report & documentati• Online help cent• Email support• Live chat support	\$499/year

Signature and Terms

By signing below you acknowledge that you have read, understand, and agree to be bound by the terms below.



SIGNATURE

Scott Flory

Terms

WEBSITE DESIGN WARRANTY

Fusebox Marketing provides an extensive 30-day website design warranty and maintenance policy for the solutions we build and host. Websites that are not hosted by Fusebox Marketing are not covered by this warranty. The warranty begins upon the launch of your website. Any code altered by the client, other vendors, and/or 3rd party applications used on the website voids this warranty. The accuracy of the content provided or approved by the client to complete the website is the client's responsibility. Warranty requests can be made via phone or email and include the following types of updates: fixing broken links, error messages, loading problems, viewing or downloading content, layout and display issues, text or image updates, or anything else that needs to be resolved which is within the scope of the website design project. There are excluded items not covered by a warranty which include, but are not limited to: problems/errors arising or caused by the hosting system (unless Fusebox Marketing is hosting your website), client error, 3rd party integrations, design or layout changes after design approval (moving images or text around/changing website color scheme/etc.), new functionality, additional pages/content not stated in scope, and digital marketing (meta tags/title tags/etc) (this is generally part of a separate service offering such as SEO). If you decide to cancel website hosting, all website-related files will be provided to you. Fusebox Marketing has the right to request the removal of any stock images or videos purchased by Fusebox Marketing.

WEBSITE DESIGN/DOMAIN/HOSTING PAYMENT POLICY

We require a non-refundable down payment of half of the website design project investment price to be paid upfront to start the project. We will invoice for the second half of the project and any yearly fees related to the project upon the launch of the website. All yearly fees for services such as domain registration and website hosting are paid up-front for the upcoming year.

WEBSITE MAINTENANCE

Website maintenance and updates are made at an hourly rate and are billed in quarter-hour increments. You may also opt into our web enhancements plan which is perfect for clients who need their website's usability, design, functionality, and security to be continuously improving.

MARKETING SERVICES PAYMENT AND CANCELLATION POLICY

All monthly recurring services will be billed on the 1st business day of each month after services for the previous month have been completed. This includes, but is not limited to the following services: SEO, SEM, PPC, social media, email marketing, and web enhancement plans. All marketing services have a 6-month commitment and are month to month after the 6-month term. If you decide to cancel any service after the initial 6-month term, our team will finish the work for the month of cancellation and invoice you one final time. All monthly recurring services require a 30-day notice of cancellation. For any cancellations that occur within the initial 6-months term, the client is responsible to pay for the remainder of the full 6-month agreement.

3rd PARTY FEES

Some marketing services require paying 3rd parties for the use of their software or services. Fees for 3rd party vendors may be eligible to be canceled immediately. For 3rd party fees such as Google Ads, CallRail, Facebook ads, and email marketing software, the client will pay those 3rd party vendors directly. Please visit their company websites for the most up-to-date pricing information for their services. Pricing for 3rd party fees is estimated on the investment table in this proposal.

LIMITATION OF LIABILITY

Under no circumstances shall Fusebox Marketing be liable to City of Atkins or any third party for indirect, incidental, consequential, special or exemplary damages arising from the Services herein contemplated or any provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, or liabilities to third-parties arising from any source. The maximum aggregate liability of Fusebox Marketing to City of Atkins arising out of or in connection with this Agreement shall not exceed the amount of any fees paid by City of Atkins to Fusebox Marketing for the services described in any applicable Statement of Work. For the purpose of this section, "fees" does not include any payments made by City of Atkins to thirty-party vendors in connection with the Services provided by Fusebox Marketing.

INDEMNITY

City of Atkins agrees to defend, indemnify, and hold harmless Fusebox Marketing and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs, and expenses, including reasonable attorneys' fees, costs and expenses resulting from Client's Fusebox Marketing's material breach of any duty, representation or warranty under this Agreement.

NO WARRANTIES AND/OR GUARANTEES

To the maximum extent permitted by applicable law, all Services are provided "as is" without warranty or condition of any kind. Fusebox Marketing hereby disclaims all warranties and conditions with regard to the Services rendered by Fusebox Marketing, including all implied warranties or conditions of merchantability and fitness for a particular purpose. Fusebox Marketing does not guarantee any performance for Services rendered.

CONFIDENTIALITY

Neither party hereto will at any time or in any manner, either directly or indirectly, use for the personal benefit of themselves, or divulge, disclose, or communicate in any manner any information that is proprietary to the other Party (i.e., trade secrets, know-how, and confidential information). The Parties will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

PRICES AND BUDGET ADJUSTMENTS

Prices are subject to change at any time. Fusebox Marketing will provide a 30-day notice by email of any price changes for Services. If City of Atkins wishes to change Services rendered or budget, these changes are required to be communicated and approved by City of Atkins via email.

RESOLUTION NO 02-03-26

A RESOLUTION AUTHORIZING AND EMPOWERING CITY STAFF TO LIST
REAL PROPERTY OWNED BY THE CITY LOCATED AT 619 HIGH POINT DRIVE
IN THE CITY OF ATKINS, IOWA FOR SALE AND ESTABLISHING CERTAIN PARAMETERS
REGARDING THE SALE OF THE PROPERTY

WHEREAS, the City of Atkins, Iowa owns certain real property commonly known as 619 High Point Drive ("subject property"); and

WHEREAS, the Subject Property is zoned 10 R-S Single-Family Residential and is located in the Ridgeview Addition (7th) Lot 13; and

WHEREAS, the City's ownership of the Subject Property is by Warranty Deed or Quit Claim; and

WHEREAS, the City Council has determined that the Subject Property is surplus property and not needed by the City and is OF no further use to the City; and

WHEREAS, pursuant to the Code of Iowa, the City Council may authorize and determine to sell surplus City property, direct City staff to advertise and market the Subject Property, and may accept any proposal determined to be in the best interest of the City; and

WHEREAS, the City Council finds it necessary and desirable to the public interest that the terms of the sale of the Subject Property require that any proposal accepted by the City Council to include in the Purchase Agreement to obtain a building permit by January 31, 2027 and commence residential construction of a new single-family dwelling no later than May 1, 2027 and to have completed construction by November 30, 2027, subject to all City building and zoning regulations, subject to an extension of time solely at the discretion of the City Council.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Atkins, Iowa, as follows:

Section 1. The Council finds that all recitals contained in this Resolution are true, correct, and complete.

Section 2. Sale of the Subject Property shall be to a contract proposal that includes all the conditions incorporated herein and a minimum sale price of not less than \$55,000, plus legal expenses is hereby established.

Section 3. The Subject Property shall be sold "as-is" with no representations regarding the property being made by the City and the conveyance shall be by Warranty or Quit Claim Deed.

Section 4. The purchaser of the Subject Property may not re-sell the Subject property as an undeveloped lot without the approval of the City Council.

PASSED and Approved this 24th day of February, 2026.

Brian Cruise, Mayor

Attest:

Shelley Annis, City Clerk

City of Atkins, Iowa
February 17, 2026 Special Council Meeting Minutes

Mayor Brian Cruise called the meeting to order at 5:45 p.m. with the Pledge of Allegiance. Council members Kevin DeMeulenaere, Trevor Dursky, Dave Fisher, Jeremy Rolando, and Bob Stolen answered roll call. City Administrator Scott Flory and City Clerk/Treasurer Shelley Annis were also present.

Motion Stolen, 2nd Rolando to approve the agenda – all aye.

Motion Fisher, 2nd Stolen to approve the consent agenda items including the February 10, 2026 Council meeting minutes, Resolution 2026-02-01 setting a date and time for a public hearing on the City of Atkins proposed tax levies for the FY2027 budget, and the 1st Reading of Ordinance #239 amending the City of Atkins Code of Ordinances by adding a section prohibiting parking on certain streets. Dursky, Fisher, Rolando, Stolen, DeMeulenaere – aye.

Motion Fisher, 2nd Stolen to approve the 2nd Reading of Ordinance #238 amending the City Code of Ordinances Section 91.06 regarding meter costs. Fisher, Rolando, Stolen, DeMeulenaere, Dursky – aye.

Motion Rolando, 2nd Fisher to enter into closed session at 5:49 p.m., pursuant to Iowa Code Section 21.5(1)(i), “to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.” Rolando, Stolen, DeMeulenaere, Dursky, Fisher – aye.

Motion Stolen, 2nd Rolando to return to regular session at 7:38 p.m. Stolen, DeMeulenaere, Dursky, Fisher, Rolando -aye.

No action was taken on closed session.

There being no other business before the Council, motion Stolen, 2nd DeMeulenaere to adjourn the meeting at 7:38 p.m. – all aye.