

PUBLIC NOTICE:
CITY OF HOLSTEIN • WWTP 7-29-2025

NOTICE OF PUBLIC HEARING
ON PROPOSED DRAWINGS AND
SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF
COST FOR THE
CONSTRUCTION OF
HOLSTEIN WASTEWATER SYS-
TEM IMPROVEMENTS FOR THE
CITY OF HOLSTEIN, IOWA

Notice is hereby given that the City Council of Holstein, Iowa, will meet at 119 S Main Street, Holstein, Iowa 51025, on the **29th day of July, 2025, at 5 p.m.**, at which time and place a hearing will be held on the proposed Drawings and Specifications, form of contract and estimate of cost for the Holstein Wastewater System Improvements, Holstein, Iowa in and for said City. Any interested person may appear at said hearing and file objections to the proposed Drawings, Specifications, form of contract and estimated costs for said improvements.

The general description of types of construction and their limits for which bids will be received shall be as follows:

Holstein Wastewater System Improvements: One (1) Contract shall be awarded for all sections, with each section being described as follows:

Section 1: Submerged Attached Growth Reactor (SAGR) and Lagoon Aeration System Equipment

1.1 Furnishing all material, equipment, labor, and manufacturer's design for a new aerated lagoon system and SAGR. Includes, but is not limited to, all manufacturer provided equipment and materials including aeration system, SAGR system, blowers, blower controls, and all necessary manufacturer appurtenances.

Section 2: Sludge removal and General Civil, Architectural, Structural, Electrical, Controls, Process and Other Work, and Construction per Drawings and Specifications

2.1 Furnishing all material, equipment, labor not included in Section

1 for the SAGR and lagoon aeration system to become complete and fully operational. Includes, but is not limited to, SAGR structure, UV/ Blower structure, Lift Station Building, Lift Station, electrical and controls improvements, miscellaneous concrete structures, splash pads, piping, valves, process piping, and all necessary appurtenances not included in Section 1.

2.2 Furnishing all material, equipment, labor necessary for the decommissioning of the existing lagoon cells, including but not limited to, structures, piping, valves and appurtenances, as indicated in the Drawings and Specifications. Work also includes grading, landscaping, controls, seeding, maintenance, and all other miscellaneous items to complete the Work in accordance with Drawings and Specifications.

2.3 Furnishing all material, equipment, labor necessary for removal and disposal of sludge from existing lagoon cells as indicated in the Drawings and Specifications.

The general project location is as follows:

5606 German Avenue
Holstein, Iowa 51025
Drawings and Specifications governing the construction of the proposed improvements have been prepared by the Engineer. These Drawings and Specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Published upon order of the City of Holstein, Iowa.

CITY OF HOLSTEIN, IOWA
BY /s/ Kathy Breyfogle
Mayor
ATTEST:
BY /s/ Tammy Nuckolls
City Administrator

Published in The Holstein Advance
on July 9, 2025

PUBLIC NOTICE:
IDA COUNTY ENGINEER
ROOFING

The Ida County Engineer's Office is looking for a roofing contractor to redo the roof on our office building. The scope of work would be tearing off 1 layer of existing shingles, then cleaning up and disposing of them. To be placed back would be an Ice & Water guard along roof edge, new felt paper, and a new layer of 30-year shingles. (Color to be determined) Along with that would be 2 new roof vents to be cut in and installed and pipe boots as well as replacing existing roof vents if damaged or broken. Feel free to give our office a call and stop by to take a look to give us an estimate on the work to be done.

Thank you,
Jeff Williams, PE
Ida County Engineer
Published in The Holstein Advance
on July 9, 2025

PUBLIC NOTICE:
2025 IDA COUNTY ANNUAL SALARIES

****NOTICE****

Pursuant to Section 349.18, 1987 Code of Iowa, and subsequent Attorney General Opinions list of Ida County employees and the amount of annual salary for the fiscal year end 2025

ANDERSON, FREDERICK	89,209.36
ANDRESEN, TIMOTHY ..	8,063.74
BAKER, KENDRA	966
BALES, CARLIE	9,268.35
BELLER, BLAKE	58,742.17
BENNER, SEAN	773.38
BENNETT, DANIELLE	25,798.9
BOLLMEYER, BRANDON	81,511.86
BOYLE, CLAYTON	64,183.55
BOYSEN, DAREK	68,078.92
BRANDT, NICOLE	48,798.61
BRUNING, SHELLEY	62,351.81
COMSTOCK, CLAUDIA	91,324.3
CONOVER, DANIEL	53,888
COOPER, BRANDON	53,789.47
COOPER, DIANE	57,096.95
COOPER, THOMAS	3,329.4
COOPER, TRISTA	7,471.8
COSGROVE WHITMER, MEGHANN	71,812.24
DAUSEL, DARIN	65,906.42
DREY, RAYMOND	17,685.17
DUITSMAN, KURT	45
DUPRE, TONYA	30,957.88
EASON, TERRY	120
ELLIS, SHELBY	53,702.56
ENDRULAT, BRANDI	46,311.76
ERVINE, ALEXANDRIA	4,279.7

FEILMEIER, PATRICK	628.88
FOLK, CHARLYS	35,619.54
GAGNON, WILLIAM	63,895.95
GARDALEN, KAYDYN	728
GILBERT, KRISTY	63,402.35
GOODMAN, DANA	65,273.9
HARRIMAN, WADE	97,404.95
HAWTHORNE, LENA	57,530.54
HAYDEN, KATIE	50,060.85
HEDBERG, DANIEL	57,685.91
HEMER, ERIC	45
HEMER, JAY	120
HENNINGSSEN, SHILBY	63,248.65
HINRICKSON, KENT	67,161.78
HOWARD, RAE	51,312.74
IVERSEN, JERED	68,191.87
JOHNSON, ANDREW	74,985.7
JOHNSON, NICOLE	13,195.48
JUNKMAN, CAIN	5,329.96
KEARNS, DANIEL	29,849.81
KINNAMAN, KIRK	81,014.63
KOLPIN, LORI	57,061.73
LAGESCHULTE, JOSEPH	6,020.19
LAMB, ANGELA	52,439.63
LEE, COLLIN	9,550.5
LINDGREN, STACY	53,456.82
LUSCOMBE, KAYLYNN	38,912.11
MAHLBERG, KEVIN	49,821.02
MCMLLEN, ROBERT	81,841.5
MIESNER, CURTIS	70,369.1
MILLER, ANDREW	84,479
NIEMEYER, BRANDYN	65,149.95
PETERS, JAMES	76,292.57
PHILLIPS, JULIE	67,126.33
PIERCE, CHARLES	600

PRELL, MARCUS	16,803.77
REHSE, RANEA	600
REISS, BRANDI	54,689.7
REITMEIER, WYATT	59,387
RIESEN, RONALD	150
RIESEN, TRACI	67,190.01
ROHLK, KYLE	15,425.32
RYAN, COLIN	130,002.78
RYEN, JENNIFER	40,103.81
SCHAEADING, AMBER	210
SCHIERNEBECK, KYLE	50,613.55
SCHMIDT, JASON	150
SCHNABEL, JOYCE	1,218.39
SCHUBERT, CRESTON	32,857.61
SCOTT, DAVID	600
SENHEN, TRISTIAN	76,445.32
SOHM, EDWARD	73,245.42
STEENBOCK, LORNA	14,875
TEHR, MICHAEL	89,848.19
TOLLUFSEN, SANDRA	53,195.34
TREIBER, DALTON	48,583.29
TRUCKE, COREY	88,966.05
ULLRICH, DALE	21,390.34
VAN EGDOM, BRADY	82,982.55
VAN WYHE, KOREY	82,838.92
WALKER, SHANE	76,973.36
WELTE, ALLEN	8,486.22
WHITEING, DEVLUN	32,857.61
WILLIAMS, JEFFREY	155,947.63
WUNSCHEL, WYATT	5,007.29
	4,116,818.71

Published in The Holstein Advance
on July 9, 2025

PUBLIC NOTICE:
HOLSTEIN CITY COUNCIL • JUNE 24 MINUTES / CLAIMS

A regular meeting of the Holstein City Council was held on Tuesday, June 24, 2025, in City Hall. Mayor Kathy Breyfogle called the meeting to order at 5 p.m. with the pledge of allegiance and a roll as follows: Bonnie Stevenson, Jamison Voss, Christine Wiese and Marcus Prell. Absent: Terri Schimmer. A motion was made by Councilperson Wiese and seconded by Councilperson Prell approving the consent agenda, including the agenda, minutes of June 10, 2025, Regular Council Meeting, approval of Casey's Class E alcohol license, and claims. The motion was duly put to a vote of the City Council. Ayes: Wiese, Voss, Stevenson, and Prell. Nays: none. Absent: Schimmer. Motion carried. A motion was made by Councilperson Voss and seconded by Councilperson Stevenson to set the public hearing for the Planning and Zoning Ordinance and Zoning Map for July 8, 2025, at 5 p.m. The motion was duly put to a vote of the city council. Ayes: Stevenson, Voss, Prell, and Wiese. Nays: none. Absent: Schimmer. Motion carried. Resolution No. 25-35 – Authorizing Legal Action to Award Title of Abandoned Property to the City of Holstein, Iowa was offered by Councilperson Stevenson

and seconded by Councilperson Wiese. The motion was duly put to a roll call vote of the city council. Ayes: Voss, Prell, Stevenson, Wiese, and Prell. Nays: none. Absent: Schimmer. Whereupon, the Mayor declared Resolution No. 25-35 duly adopted. Resolution No. 25-36 Authorizing and Directing the Transfer of Funds was offered by Councilperson Stevenson and seconded by Councilperson Voss. The motion was duly put to a roll call vote of the city council. Ayes: Voss, Stevenson, Wiese, and Prell. Nays: none. Absent: Schimmer. Whereupon, the Mayor declared Resolution No. 25-37 Adopting Professional Services Proposal for I&S Group, Inc. for Administrative Office Upgrades was offered by Councilperson Prell and seconded by Councilperson Wiese. The motion was duly put to a roll call vote of the city council. Ayes: Stevenson, Voss, Wiese, and Prell. Nays: none. Absent: Schimmer. Whereupon, the Mayor declared Resolution No. 25-37 duly adopted. Resolution 25-38- To provide for a Notice of Hearing on Proposed plans, Specifications, Form of Contract and Estimate of Cost for the Wastewater System

Improvements Project, and the Taking of Bids Therefor was offered by Councilperson Prell and seconded by Councilperson Voss. The motion was duly put to a roll call vote of the city council. Ayes: Stevenson, Voss, Prell, and Wiese. Nays: none. Absent: Schimmer. Whereupon, the Mayor declared Resolution No. 25-38 duly adopted. The City Administrator reported the following receipts and bills that were approved for payment on the consent agenda: Daniel Brosamle Ash Tree Removal8,525.00 ACCO Unlimited Corp Liquid Chlorinating Solution2,701.53 DbA Agnew & Soseman Ins Insurance2,271.00 AgState - Cherokee Fuel679.23 Bank of America6,533.40 Bomgaars Derek Clothing Allowance134.96 Bound Tree Medical LLC Ambulance Supplies385.27 Casey's Business Mastercard Taxi Fuel47.59 Connor Beeck Window Cleaning City Hall Window Cleaning12.00 Conover Derek Medical Reimbursement30.00

DbA Cosgrove Law Firm	30.00
Legal Services	634.25
Eckstaine Jack	WSI Class Certifications...1,100.00
Foundation Analytical Lab	Coliforms Nitrate Effluent.....215.75
Gordon Flesch Co Inc	Copier City Hall.....360.59
Griffen Kelsen	6/10 Pw Min Maj Field160.00
Heidman Law Firm PLLC	Legal Services305.50
Iowa League of Cities	Iowa League of Cities1,259.00
Member Dues 25/26	IRS - Fed/Fica Taxes5,357.21
Fed/Fica Tax	Jensen Kinnick150.00
6/12 Min Maj Plate	Jochims Cole115.00
6-4/5/6 PW Field and Plate	Kasperbauer Cleaners,Inc.....19.21
City Hall Mats	Kelli's Greenhouse760.50
Park Flowers	Kenkel Ashley222.60
Mileage Concessions/WSI Class	Krager Kreighton355.00
6-3/5 Min Maj Plate and Field	Meyer Inc800.00
Playground Fiber	MidAmerican Energy Co.....

Utilities	38.83
Mission Communications LLC	Manhole Monitor Renewal 25/26.....261.00
Municipal Supply Inc.....	100 GL Iperl Meter 3/4'S179.75
North Ida Builders LLC	Hotel Motel Tax Rebate34,005.52
Nuckolls Tamara	Medical Reimbursement.....646.10
Premium Food & Beverage	Pool Concessions.....208.00
Quality Pump & Control	Pump Lift Station3,546.05
Rehse Construction	Street Behind Truckstop Repair.....8,897.43
Stricklett Reid	6-2/4/5/6 Min Maj Plate/Fld.....430.00
Todd Carter	6-2/3/4/5/6 Min Maj Plate/Fld.....675.00
Kasperbauer Cleaners,Inc.....	Toyne Inc Door Prop62.80
Truenorth Companies LC	Consulting Fee July Quarterly250.00
VC3 Inc..... Tech Servies	1,906.40
Vohs Gavin	6-2 Min Maj Field115.00
Vision Service Plan	Vision240.74
Warnke Katelyn	Swim Lessons Refund80.00
Wellendorf Joel	

Stump Grinding.....	246.00
Jennifer Witzke	Heartsaver First Aid Cpr Aed140.00
Witzke Kolton.....	6/9,12 PW Min Maj Field190.00
Wunschel Kyler	6-5 Min Maj Field70.00
	85,323.21
General.....	31,409.89
Hotel/Motel Tax	17,395.81
Road Use Tax	9,068.13
Employee Benefits.....	1,599.97
TIF UR6A.....	16,609.71
Technology Capital Fund	2,232.95
Water Utility	635.27
Sewer Utility	6,371.48
	85,323.21
A motion was made by Councilperson Prell and seconded by Councilperson Stevenson to adjourn the meeting. The motion was duly put to a vote of the City Council. Ayes: Stevenson, Wiese, Prell, and Voss. Nays: none. Absent: Schimmer. Motion carried. The meeting adjourned at 5:12 p.m.	
Kathryn Breyfogle, Mayor Attest: Tamara Nuckolls, City Administrator	
Published in The Holstein Advance on July 9, 2025	

PUBLIC NOTICE:
CITY OF HOLSTEIN • NOTICE TO BIDDER WWTP JULY 2025

NOTICE TO BIDDERS
FOR THE CONSTRUCTION
OF HOLSTEIN WASTEWATER
SYSTEM IMPROVEMENTS
FOR THE CITY OF
HOLSTEIN, IOWA
Sealed bids will be received by the City Administrator of Holstein, Iowa at City Hall, 119 S Main Street, Holstein, Iowa 51025, before **10 a.m. on the 24th day of July, 2025**, for the construction of Holstein Wastewater System Improvements in and for the City of Holstein, Iowa. At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Holstein City Council at their meeting on **July 29, 2025 at 5 p.m.**, at City Hall, 119 S Main Street, Holstein, Iowa, at which time and place the Council may take action on the proposals submitted or at such time as may then be fixed.

The general description of types of construction and their limits for which bids will be received shall be as follows:

Holstein Wastewater System Improvements: One (1) Contract shall be awarded for all sections, with each section being described as follows:

Section 1: Submerged Attached Growth Reactor (SAGR) and Lagoon Aeration System Equipment

1.1 Furnishing all material, equipment, labor, and manufacturer's design for a new aerated lagoon system and SAGR. Includes, but is not limited to, all manufacturer provided equipment and materials including aeration system, SAGR system, blowers, blower controls, and all necessary manufacturer appurtenances.

Section 2: Sludge removal and General Civil, Architectural, Structural, Electrical, Controls, Process and Other Work, and Construction per Drawings and Specifications

2. 1 Furnishing all material, equipment, labor not included in Section 1 for the SAGR and lagoon aeration system to become complete and fully operational. Includes, but is not limited to, SAGR structure, UV/ Blower structure, Lift Station Building, Lift Station, electrical and controls improvements, miscellaneous concrete structures, splash pads, piping, valves, process piping, and all necessary appurtenances not included in Section 1.

2.2 Furnishing all material, equipment, labor necessary for the decommissioning of the existing lagoon cells, including but not limited to, structures, piping, valves and appurtenances, sludge removal and disposal, as indicated in the Drawings and Specifications. Work also includes grading, landscaping, controls, seeding, maintenance, and all other miscellaneous items to complete the Work in accordance with Drawings and Specifications.

2.3 Furnishing all material, equipment, labor necessary for removal

and disposal of sludge from existing lagoon cells as indicated in the Drawings and Specifications.

The general project location is as follows:

5606 German Avenue
Holstein, Iowa 51025

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the Specifications prepared by ISG (I&S Group, Inc.) of Des Moines, Iowa, which, together with the proposed form of contract, are now on file for public examination in the office of the City Administrator, and are by this reference made part hereof as though fully set out and incorporated herein.

All proposals shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Holstein, Iowa.

Each proposal shall be accompanied by a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Ten percent (10% of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these Specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than **one (1) year** from the time of acceptance of said improvements by the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

Payment of the cost of said project will be made from such cash funds

of the City as may be legally used for said purpose at the discretion of the City, including but not limited to, the net revenues of the Sewer Department, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-five per cent (95%) of the Engineer's estimate of the value of acceptable Work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the Work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the Specifications. The City of Holstein, Iowa is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The Work on this project shall commence within ten (10) days after receipt by the contractor of a written Notice to Proceed. The Project shall be substantially complete by **Dec. 31, 2026**, and final completion by **Feb. 28, 2027**, subject to any changes in the contract period as provided for in these Specifications. Liquidated damages in the amount of **\$750** per calendar day will be assessed for each day that the work shall remain uncompleted after **Dec. 31, 2026** with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a

public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Drawings and Specifications governing the construction of the proposed improvements have been prepared by the Engineer. These Drawings and Specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Bidders shall be expected to comply with Chapters 91C Code of Iowa and IAC Chapter 875.150 concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply City of Holstein, Iowa with proof of said compliance at time of submitting bid with a completed Contractor Eligibility form.

The Contractor shall observe the laws of the State of Iowa with reference to "Occupational Safety and Health Standards".

The City of Holstein, Iowa, does not discriminate on the basis of race, color, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation. The City of Holstein, Iowa, does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The City of Holstein, Iowa, does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

Copies of said Drawings and Specifications and form of contract are now on file in the office of the City Administrator, for examination by bidders. Copies may be obtained from ISG, 217 E 2 nd Street, Des Moines, IA 50309, (515) 243-9143 upon deposit of one hundred dollars (\$100.00) which shall be refunded upon return of the Drawings and Specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen (14) days after award of the project and in a reusable condition, the deposit shall be forfeited. Drawings and Specifications may also be obtained by download from the ISG website www.isginc.com.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Section 3 of the Housing and Urban Development Act of 1965 (as

Amended):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses

E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker-hours goals, despite its efforts to comply with the provisions of this clause.

F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the con-

tractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are Encouraged to Respond to this Proposal.

A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons.

2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers,* or

3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD.

2. The worker is employed by a Section 3 business concern: or

3. The worker is a Youth Build participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://hudapps.hud.gov/OpportunityPortal/>

Published upon order of the City of Holstein, Iowa.

CITY OF HOLSTEIN, IOWA
BY */s/ Kathy Breyfogle*
Mayor
ATTEST:
BY */s/ Tammy Nuckolls*
City Administrator