

**Village of Somers
7511 12th Street
Somers, WI 53171**

**Somers Stormwater Utility
Commission Agenda
Wednesday, February 19th, 2025
5:00 pm**

Stormwater Utility Commission Meeting:	
Item#	
1	Call to order
2	Consent and approval of Minutes of Stormwater Meeting on October 22 nd , 2024
3	Update on Wisconsin Emergency Management Pre-Disaster Flood Resilience Grant
4	Discussion and possible action on bid from C.W. Purpero for the Proposed Neumiller Woods Phase II and Gitzlaff Phase II Stormwater Utility Projects in the amount of \$ 196,886.00.
5	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the February 19th, 2025 Somers Stormwater Utility Commission Agenda in 1 public place & on the Village website.

Dated this 14th day of February 2025

Wendy Burnette, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. Notice is hereby given that members of the Commission may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.

**Village of Somers
Proceeding from the Village Stormwater Utility Commission Meeting
October 22, 2024**

Chairman George Stoner called the meeting to order at 6:13 p.m.

Present:

- Chairman George Stoner
- Commissioner Jackie Nelson
- Commissioner Jack Aupperle
- Commissioner Ben Harbach
- Commissioner Joe Smith
- Commissioner Karl Ostby
- Commissioner Scott Fredrick

Commissioner Jack Aupperle was excused

Staff present: Administrator Jason Peters, Assistant to the Administrator Kevin Poirier, and Clerk/Treasurer Wendy Burnette.

Consent and approval of Minutes of Stormwater Meeting on February 6, 2024

Commissioner Ostby moved to approve the minutes of Stormwater Meeting on February 6, 2024.

Seconded by Commissioner Nelson.

Motion carried. 6-0 vote.

**Presentation by Strand Associates of the Stormwater Capital Improvement Plan (CIP)
Flood Study Village of Somers, Wisconsin and possible action on recommendations**

Discussion and possible action 18th Street Storm Water Piping Project for \$5,000.00

Commissioner Ostby moved to approve 18th Street Storm Water Piping Project

Seconded by Commissioner Fredrick.

Motion carried. 6-0 vote

Adjourn

Commissioner Ostby moved to Adjourn at 6:51 pm.

Seconded by Commissioner Nelson.

Motion carried. 6-0 vote

Drafted this 4th day of November 2024 by Wendy Burnette, Clerk / Treasurer
These minutes are not official until approved by the Stormwater Utility Commission



www.somers.org

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

**VILLAGE OF SOMERS
STORM WATER UTILITY
MEETING ITEM MEMORANDUM**

MEETING DATE: February 19th, 2025

TO: Chairman and Storm Water Commissioners

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: Update on Wisconsin Emergency Management Pre-Disaster Flood Resilience Grant

BACKGROUND:

The Village Board has been working with Strand Associates, Inc. since 2023. They have created a Stormwater Management Plan, including a prioritization of projects in the Village and studies of Area 3 (88th Avenue near Maplecrest Country Club) and Area 5 (88th Avenue and 12th Street near Shoreland Lutheran High School).

At our October 22nd, 2024, Stormwater Utility Commission meeting, Strand Associates, Inc. stated that they could apply for grants on behalf of the Village to conduct studies of 11 of the 15 areas within the Village of Somers. The cost to prepare the application would be \$12,000.

The project would include topographic survey of relevant areas, hydrologic and hydraulic modeling, alternatives analysis, development of opinions of probable construction cost, and a public information meeting to keep residents informed. The modeling efforts, alternatives analysis, and recommendations will be summarized into a flood analysis report. Strand Associates, Inc expects that study to cost \$162,000, 75 percent of which would be covered by the Pre-Disaster Flood Resilience grant.

The Board approved a CIP 2024 amendment on November 26th, 2024 to cover the \$12,000 to create the application. On the same day the Board approved the 2025 CIP Budget. This included \$40,500 that would cover the Village's required 25% of the remaining cost of the study.

On February 6th, the Village was notified that we have been awarded a Wisconsin Emergency Management Pre-Disaster Flood Resilience Grant in the amount of \$160,282.93. The Village will be responsible for \$40,070.73 of this amount.

On February 13th, Administrator Peters, Accounting Manager Ealy, and Anna Sadowski of Strand met with Wisconsin Emergency Management's Director Bureau of Policy & Grants to go over the requirements for reimbursement of funds through the grant. Strand will now begin work on the studies of 11 of the 15 areas within the Village of Somers



STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



February 6, 2025

Jason Peters, Administrator
Village of Somers
7511 12th Street
Somers, WI 53171

RE: SFY 2025 PDFRG/Village of Somers Flood Study
WEM Grant Number: PDFRG-2025-07-A

Dear Jason Peters:

Congratulations! Wisconsin Emergency Management (WEM) has approved a grant award to Village of Somers (the grantee/the recipient) in the amount of \$120,212.19. These funds are from WEM's Pre-Disaster Flood Resilience Grant (PDFRG) available through the State of Wisconsin. This grant supports the Village of Somers SFY 2025 PDFRG/Village of Somers Flood Study project.

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials; all requirements, including reporting, outlined in the Terms and Conditions; and the enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement. **Once signed, return one copy to WEM via email to DMAWEMHazardMitigation@widma.gov, and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Katie Sommers, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to be "Katie Sommers", written over a horizontal line.

Administrator
Wisconsin Emergency Management

**SFY 2025 Pre-Disaster Flood Resilience Grant (PDFRG)
Village of Somers Flood Study
PDFRG-2025-07-A**

This grant award agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and Village of Somers (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of \$120,212.19 under the State of Wisconsin Statutes § 323.63 for the Pre-Disaster Flood Resilience Grant program. WEM and Village of Somers are referred to individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the Pre-Disaster Flood Resilience Grant as described in the Grant Application; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

NOW THEREFORE, in consideration of the mutual promises set forth below and other considerations, the Parties agree as follows.

TERMS AND CONDITIONS

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.
2. The submitted application as approved by WEM is incorporated by reference in the Terms and Conditions section of this Agreement.
3. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B and Exhibit C, which are made part of this Agreement by reference.
4. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

**Wisconsin Department of Military Affairs,
Division of Emergency Management**



2/6/25

Greg Engle
WEM Administrator

Date

Grantee

Village of Somers



George Stoner
Village President

2/12/25
Date

WEM Grant Agreement PDFRG-2025-07-A
Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: State of Wisconsin Statutes § 323.63
State Identification Number: 465.318
Funding Award Description: Grants for the purpose of identifying flood vulnerabilities, identifying options to improve flood resiliency, and restoring hydrology in order to reduce flood risk and damages in flood-prone communities.

Approved Award Information

Award date: **February 6, 2025**

Grantee: **Village of Somers**

Project Title: **SFY 2025 PDFRG/Village of Somers Flood Study**

Grant Period: From **2/1/2025** To **1/31/2027**

Grant Number: **PDFRG-2025-07-A** Award Amount: **\$160,282.93**

Project Director: Jason Peters, Administrator; Village of Somers

Project Summary: H&H; alternatives analysis

Approved Award Budget

<u>Budget Cost Category</u>	<u>Award</u>
Personnel	\$142,248.93
Fringe Benefits	\$ 0.00
Travel (Including Training)	\$1,258.00
Equipment	\$16,236.00
Supplies & Operating Expenses	\$ 540.00
Consultants/Contractual	\$ 0.00
Other	\$ 0.00
Indirect	\$ 0.00
TOTAL APPROVED BUDGET	\$160,282.93
STATE SHARE	\$120,212.19
MATCH IDENTIFIED IN APPLICATION	\$40,070.74
REQUIRED MATCH BASED ON STATE SHARE¹	\$40,070.74

¹ This is the minimum required amount of match if the grantee spends the full state share. It may be the same amount as the match identified in the application. Any additional match will not result in an increased state share.

WEM Grant Agreement PDFRG-2025-07-A
Exhibit B – Special Conditions and additional monitoring.

Grantee:	Village of Somers	Award Date:	February 6, 2025
Project Title:	SFY 2025 PDFRG/Village of Somers Flood Study		
Grant No.:	PDFRG-2025-07-A		

1. Pre-Award Costs

Costs incurred prior to acceptance of the grant award by the recipient, indicated by signing this grant award, are not allowable costs for the award.

2. Quarterly Reports

The recipient is required to submit quarterly progress reports to WEM via email using WEM's Quarterly Progress Report form. Reports covering the previous quarter are due to WEM via email January 15, April 15, July 15, and October 15 each quarter during the period of performance of the grant and prior to grant closeout.

3. Reimbursements

To request reimbursement of expenses, the recipient must complete and submit to WEM via email WEM's Request for Reimbursement form. The recipient must include documentation of expenses including invoices, receipts, time sheets, travel expenses, proof of payment, etc. Final reimbursement will be made only after WEM verifies that all requirements and conditions of the grant have been met.

4. Cost Underruns and Overruns

If there is a cost underrun for the project, final reimbursement for the state share will be adjusted not to exceed 75% of the actual costs of the project. Any costs in excess of the approved award amount are the responsibility of the recipient.

5. Final Report

Within 30 days of project completion or 2 years after receiving the grant award, whichever is first, the recipient shall provide to WEM a final report summarizing project goals, activities conducted with the grant, data and other observations demonstrating progress toward project goals, and all studies, reports, and plans produced as a result of the grant. These materials will be posted on WEM's website.

6. Closeout Liquidation Period

The recipient has 30 days after project completion or the end of the grant period, whichever is sooner, to submit to WEM final reimbursement documentation.

WEM Grant Agreement PDFRG-2025-07-A

Exhibit C – DMA/WEM Standard Terms & Conditions

Article I. Program requirements

All the instructions, guidance, limitations, and other conditions set forth in Wis. Stats. 323.63, program materials, and the application form for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements.

Article II. Compliance with award Terms and Conditions

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA/WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, DMA/WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
- (e) *Withhold further state or federal awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

Article III. Recipient responsibilities

In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Article IV. Order of precedence

Any inconsistency or conflict in the Terms and Conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

Article V. Adherence to original project objectives and budget estimates

The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award, and only with the prior written approval of the program authorizing official or delegate.

Article VI. Acceptance of post-award changes

In the event DMA/WEM determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or Terms and Conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VII. Prior approval and modifications

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense. The following require DMA/WEM's **advance** written approval:

- i. *Changes to key personnel.*
- ii. *Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii. *Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv. *Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the recipient.

Article VIII. Allowable activity and costs

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary, and reasonable. To be allowable under a grant program, costs must match the grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.

- (b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed project income. Project income must be used for the purpose and under the conditions applicable to the award. Project income should be used as earned and accounted for in your reimbursement request.

Article X. Duplication of Benefits

Any cost allocable to and provided for a particular financial assistance award may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article XI. Procurement

Recipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

Article XII. Travel expenses

Recipients shall use their own travel policy and procedures, provided that the policy and procedures conform to applicable state law and federal law.

Article XIII. Equipment and supplies

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The recipient is required to maintain proper training and inventory records for the appropriate retention period.

Article XIV. Acknowledgement of funding from WEM

Recipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

Article XV. Payments and closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including quarterly reports and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If DMA/WEM determines that payment to the recipient was not proper after the payment has been made, WEM will notify the recipient of recoupment in writing after which the recipient has 30 days to repay WEM or appeal the decision.

Article XVI. Monitoring

- (a) Recipients must complete all required reporting and Special Conditions as stated in the Award Agreement and upon the request of WEM officials.
- (c) Recipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article XVII. Best practices for collection and use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, social security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XVIII. Maintaining, retaining and access to records

All recipients, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Recipients must maintain official grant records of all grant-related activity, adherence to grant requirements, and grant-funded costs. This includes but is not limited to documentation of actual time and effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Recipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs, and/or Wisconsin Emergency Management.
- (c) Recipients must give access to DMA/WEM to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

Article XIX. Nondiscrimination

In connection with the performance of work under this agreement the recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5), arrest or conviction record, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

Article XX. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the recipient, or to any individuals or entities with whom the recipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the recipient for services rendered pursuant to the Award Agreement. The recipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the recipient or recipient's agent or employees.

Article XXI. Establishment of safeguards

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes § 946.10 and § 646.13.

Article XXII. Termination of Agreement

Any termination of this Award Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This Award Agreement may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this Award Agreement at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this Award Agreement at will effective upon delivery of written notice to the recipient, under any of the following conditions:
 - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
 - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
 - (iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.



**VILLAGE OF SOMERS
STORM WATER UTILITY
MEETING ITEM MEMORANDUM**

MEETING DATE: February 19th, 2025

TO: Chairman and Storm Water Commissioners

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #4 Discussion and possible action on bid from C.W. Purpero for the Proposed Neumiller Woods Phase II and Gitzlaff Phase II Stormwater Utility Projects in the amount of \$ 196,886.00.

BACKGROUND:

Gitzlaff Park is a 24-acre parcel that was donated to the Village of Somers by Larry Gitzlaff in 2007. Root-Pike Win and the Village have worked together over the past few years to restore the North half of Gitzlaff Park. Phase I of the project was completed by Root Pike Win securing a \$125,000 grant from the Fund for Lake Michigan and U.S. Fish and Wildlife Service for the project's design and construction. No Village funds were used for design, construction, or short-term maintenance of Phase I. The project included the removal of invasive species, wetland scrapes and plantings. The improvements will serve to reduce flooding, curb erosion, increase water quality, diversify vegetation, and boost pollinators along the Somers Branch.

In 2021, the Village approved Resolution 2021-026 for Root Pike Win securing an implementation grant for Phase II at Gitzlaff Park. Phase II was originally allocated in our approved 2022 Budget. The Board also passed Resolution 2022-014 that stated that the Village would continue to work with Root, Pike Win to complete Phase II of both the Gitzlaff project and Neumiller Woods project.

Since 2021 Root Pike Win has been working as the Village's agent to complete Phase II of both projects. The Board has set aside money in our storm water CIP for both projects. In 2025 CIP, \$40,000 was set aside for Neumiller phase II and \$31,711 for Gitzlaff Phase II. The \$31,711 is carry over from the \$50,000 that was set aside in past CIP budgets.

In January the projects were noticed for bid and were opened on February 3rd, 2025. The low responsible bidder was C.W. Purpero out of Oak Creek, Wisconsin at \$196,886.

Root Pike Win has provided a summary of the funding for the projects.

ORIGINAL CONSTRUCTION BUDGET			
	Neumiller	Gitzlaff	TOTAL
GLC	\$ 56,062	\$ -	
Enroth	\$ 21,000	\$ -	
USFWS 1	\$ -	\$ 80,000	
USFWS 2	\$ -	\$ 25,000	
Somers	\$ -	\$ 40,000	
	\$ 77,062	\$ 145,000	\$ 222,062
PROJECTED CONSTRUCTION EXPENSES			
	Neumiller	Gitzlaff	TOTAL
Base Bid	\$ 42,007	\$ 112,904	\$ 154,911
Alternate	\$ -	\$ 41,975	\$ 41,975
	\$ 42,007	\$ 154,879	\$ 196,886
difference	\$ 35,055	\$ (9,879)	\$ 25,176
NEW CONSTRUCTION BUDGET			
	Neumiller	Gitzlaff	TOTAL
GLC	\$ 31,085	\$ -	
Enroth	\$ 10,922	\$ 10,078	
USFWS 1	\$ -	\$ 80,000	
USFWS 2	\$ -	\$ 25,000	
Somers	\$ -	\$ 31,750	
	\$ 42,007	\$ 146,828	\$ 188,835
CWP Bid		\$ 154,879	
Difference		\$ (8,051)	

As you will note, the funds from Neumiller Woods Phase II are from private foundations and remain active. As noted above, the Village has set aside \$31,750 for Gitzlaff Phase II. As funds have been allocated and the Neumiller portion will be covered, Staff would request that the remaining \$8,051 be moved from the Neumiller allocation to the Gitzlaff phase II budget.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineers from Hey and Associates reviewed the bids and recommended going with the lowest bidder, C.W. Purpero. Root Pike WIN endorsed them as well. If the Stormwater Utility approves of the bid and the CIP modification, a CIP amendment will also be brought the Village Board. Administration recommends approval of the bid. In the event that the Stormwater Utility agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve bid from C.W. Purpero for the Proposed Neumiller Woods Phase II and Gitzlaff Phase II Stormwater Utility Projects in the amount of \$196,886.00.”

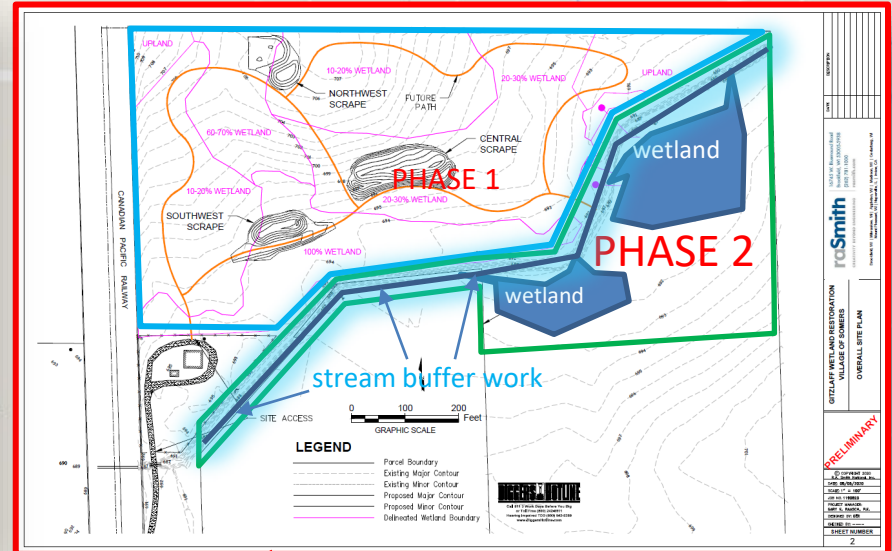
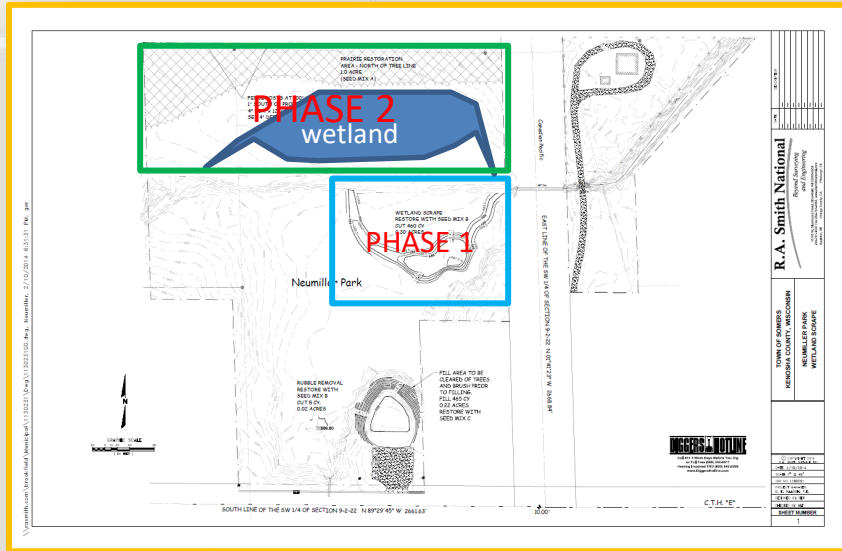
ATTACHMENTS:

Map of the projects

Stormwater CIP

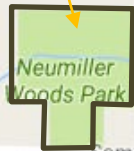
Bid Results sheet by Hey and Associates, Inc.

Neumiller Woods and Gitzlaff Park: Restoration Phases



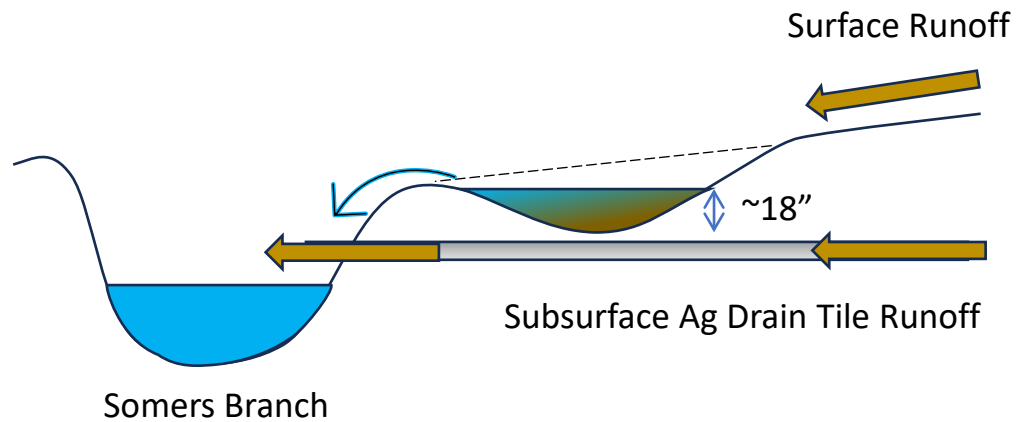
1) Neumiller Woods Wetland and Stream Buffer Restoration

2) Gitzlaff Park Wetland, Prairie and Stream Buffer Restoration



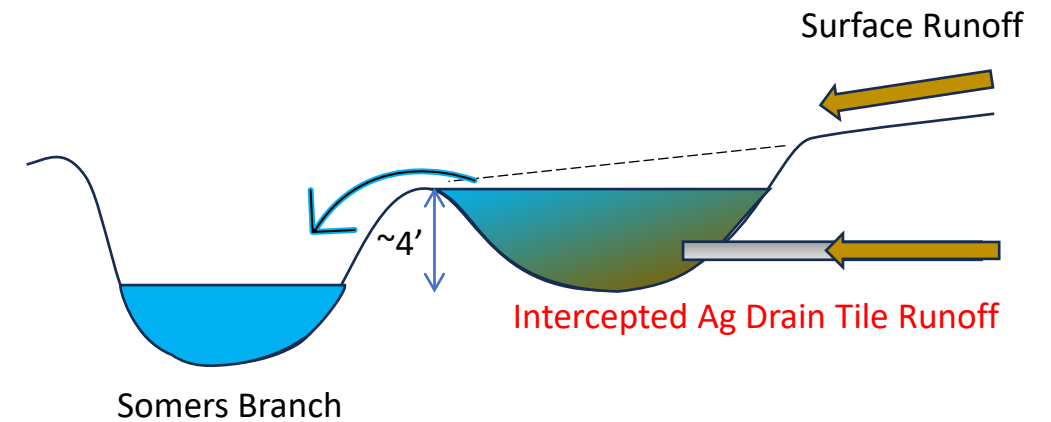
Gitzlaff Park – Phase Two Wetland Pond Options

ORIGINAL DESIGN “SCRAPE”



Section View

OPTIMIZED DESIGN “POND”



Section View

Note: drawings are not to scale and are only meant for illustrative purposes

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

February 7, 2025

Jason Peters and Kevin Poirier
Village of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

Project No.: 22-0264, 22-0446

Re: Neumiller Park Rehabilitation – Phase II and Gitzlaff Park Rehabilitation – Phase II Bid Results
Somers, Wisconsin

Dear Mr. Peters and Mr. Poirier,

We have reviewed the bid submittals for the Neumiller Park Rehabilitation – Phase II and Gitzlaff Park Improvements – Phase II project on behalf of Root-Pike Watershed Initiative Network (WIN). Bidders included C.W. Purpero, KR Contractors, RLP Diversified, HGS (RES), A.W. Oaks & Son, DK Contractors, ILM, and CK Contractors.

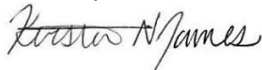
Per the enclosed bid summary, C.W. Purpero was identified as the low bidder, based on the base bid price. No mathematical errors were found in the bid submittals that would alter the identification of the low bidder or the low bid price. We believe that C.W. Purpero has provided complete documentation, including the Affidavit, Subcontractors Form (no subcontractors were identified), Bid Bond, and Addendum Acknowledgements.

Based on their complete submittal, and understanding from Root-Pike WIN that they have successfully completed similar projects such as the Pike River North Branch and Petrifying Springs restorations, we recommend C.W. Purpero be retained for this project. We recommend, in addition to the Base Bid, the inclusion of Alternate 1. We do not recommend the inclusion of Alternate 2.

Root-Pike WIN has confirmed on February 5, 2025, that both grants totaling \$111K from the U.S. Fish and Wildlife Service for Gitzlaff Park Phase 2 are still active and can be used for this project immediately. The grants for Neumiller Woods Phase 2 are from private foundations and remain active as well.

Enclosed are the bid results in spreadsheet form, including a digital copy for your records.

Sincerely,



Kirsten James, PE
Civil Engineer

cc: Dave Giordano, Root-Pike Watershed Initiative Network

ADDITIONAL OFFICES IN CHICAGO, ILLINOIS AND RICHLAND CENTER, WISCONSIN

Project: Neumiller Park Rehabilitation - Phase II and Gitzlaff Park Improvements - Phase II
Owner: Village of Somers, Root-Pike WIN
Solicitor: Village of Somers
Hey Project Number: 22-0264 and 22-0446
Quest Project Number: 9499891
Date: 2/3/2025

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Engineer's Estimate		C.W. Purpero		KR Contractors		RLP Diversified		RES		A.W. Oakes & Son		DK Contractors		ILM		CK Contractors			
						Unit Price	Extension	Prequalified		Prequalified Pending Payment		Prequalified		Prequalified		Prequalified		Prequalified		Prequalified		Prequalified		Prequalified	
								Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid - Neumiller Site																									
	1	SP-1	RESTORATION EXCAVATION (ONSITE)	CY	89	\$ 30.00	\$ 2,670.00	\$ 150.00	\$ 13,350.00	\$ 61.80	\$ 5,500.20	\$ 40.00	\$ 3,560.00	\$ 37.00	\$ 3,293.00	\$ 1,560.00	\$ 138,840.00	\$ 23.00	\$ 2,047.00	\$ 392.13	\$ 34,899.57	\$ 46.00	\$ 4,094.00		
	2	SP-1	RESTORATION EXCAVATION (HAUL OFF)	CY	717	\$ 50.00	\$ 35,850.00	\$ 32.00	\$ 22,944.00	\$ 65.62	\$ 47,049.54	\$ 33.00	\$ 23,661.00	\$ 48.00	\$ 34,416.00	\$ 17.50	\$ 12,547.50	\$ 57.00	\$ 40,869.00	\$ 130.82	\$ 93,797.94	\$ 85.00	\$ 60,945.00		
	3	628.1504	SILT FENCE	FT	820	\$ 5.00	\$ 4,100.00	\$ 3.50	\$ 2,870.00	\$ 2.48	\$ 2,033.60	\$ 5.00	\$ 4,100.00	\$ 3.62	\$ 2,968.40	\$ 4.80	\$ 3,936.00	\$ 2.00	\$ 1,640.00	\$ 5.79	\$ 4,747.80	\$ 2.35	\$ 1,927.00		
	4	628.203	EROSION MAT CLASS II TYPE C	SY	531	\$ 2.50	\$ 1,327.50	\$ 3.00	\$ 1,593.00	\$ 4.68	\$ 2,485.08	\$ 6.00	\$ 3,186.00	\$ 3.72	\$ 1,975.32	\$ 7.35	\$ 3,902.85	\$ 4.00	\$ 2,124.00	\$ 4.10	\$ 2,177.10	\$ 5.17	\$ 2,745.27		
	5	SP-3	SEEDING: WET PRAIRIE	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00	\$ 8,008.00	\$ 8,008.00	\$ 1,000.00	\$ 1,000.00	\$ 8,242.00	\$ 8,242.00	\$ 680.75	\$ 680.75	\$ 7,559.00	\$ 7,559.00	\$ 4,725.00	\$ 4,725.00	\$ 353.50	\$ 353.50		
	6	SP-3	SEEDING: UPLAND	LB	1	\$ 165.00	\$ 165.00	\$ 650.00	\$ 650.00	\$ 660.00	\$ 660.00	\$ 800.00	\$ 800.00	\$ 3,657.00	\$ 3,657.00	\$ 343.50	\$ 343.50	\$ 622.00	\$ 622.00	\$ 4,823.38	\$ 4,823.38	\$ 108.84	\$ 108.84		
Base Bid Neumiller Site Total:							\$ 45,612.50		\$ 42,007.00		\$ 65,736.42		\$ 36,307.00		\$ 54,551.72		\$ 160,250.60		\$ 54,861.00		\$ 145,170.79		\$ 70,173.61		
Base Bid - Gitzlaff Site																									
	7	SP-1	RESTORATION EXCAVATION	CY	2700	\$ 30.00	\$ 81,000.00	\$ 18.50	\$ 49,950.00	\$ 28.06	\$ 75,762.00	\$ 17.00	\$ 45,900.00	\$ 23.00	\$ 62,100.00	\$ 38.75	\$ 104,625.00	\$ 36.00	\$ 97,200.00	\$ 57.51	\$ 155,277.00	\$ 21.75	\$ 58,725.00		
	8	628.15	SILT FENCE	FT	75	\$ 5.00	\$ 375.00	\$ 6.00	\$ 450.00	\$ 5.50	\$ 412.50	\$ 10.00	\$ 750.00	\$ 5.69	\$ 426.75	\$ 8.50	\$ 637.50	\$ 5.00	\$ 375.00	\$ 12.25	\$ 918.75	\$ 2.35	\$ 176.25		
	9	628.203	EROSION MAT CLASS II TYPE C	SY	4727	\$ 2.50	\$ 11,817.50	\$ 2.00	\$ 9,454.00	\$ 4.46	\$ 21,082.42	\$ 6.00	\$ 28,362.00	\$ 3.54	\$ 16,733.58	\$ 11.30	\$ 53,415.10	\$ 4.00	\$ 18,908.00	\$ 2.77	\$ 13,093.79	\$ 5.17	\$ 24,438.59		
	10	SP-2	APRON ENDWALLS FOR CULVERT PIPE (4-8")	EA	6	\$ 200.00	\$ 1,200.00	\$ 350.00	\$ 2,100.00	\$ 154.42	\$ 926.52	\$ 2,000.00	\$ 12,000.00	\$ 680.00	\$ 4,080.00	\$ 1,352.00	\$ 8,112.00	\$ 1,904.00	\$ 11,424.00	\$ 1,329.17	\$ 7,975.02	\$ 575.00	\$ 3,450.00		
	11	606.02	RIPRAP MEDIUM	CY	109	\$ 250.00	\$ 27,250.00	\$ 132.00	\$ 14,388.00	\$ 88.42	\$ 9,637.78	\$ 135.00	\$ 14,715.00	\$ 157.00	\$ 17,113.00	\$ 171.00	\$ 18,639.00	\$ 173.00	\$ 18,857.00	\$ 189.61	\$ 20,667.49	\$ 102.00	\$ 11,118.00		
	12	SP-3	SEEDING: EMERGENT	LB	1	\$ 150.00	\$ 150.00	\$ 782.00	\$ 782.00	\$ 852.50	\$ 852.50	\$ 3,000.00	\$ 3,000.00	\$ 1,854.00	\$ 1,854.00	\$ 2,244.00	\$ 2,244.00	\$ 803.00	\$ 803.00	\$ 4,910.63	\$ 4,910.63	\$ 325.00	\$ 325.00		
	13	SP-3	SEEDING: WET PRAIRIE	LB	18	\$ 320.00	\$ 5,760.00	\$ 788.00	\$ 14,184.00	\$ 660.00	\$ 11,880.00	\$ 450.00	\$ 8,100.00	\$ 790.00	\$ 14,220.00	\$ 750.00	\$ 13,500.00	\$ 622.00	\$ 11,196.00	\$ 406.25	\$ 7,312.50	\$ 459.55	\$ 8,271.90		
	14	SP-3	SEEDING: UPLAND	LB	38	\$ 165.00	\$ 6,270.00	\$ 552.00	\$ 20,976.00	\$ 643.50	\$ 24,453.00	\$ 200.00	\$ 7,600.00	\$ 419.00	\$ 15,922.00	\$ 740.00	\$ 28,120.00	\$ 606.00	\$ 23,028.00	\$ 200.48	\$ 7,618.24	\$ 108.84	\$ 4,135.92		
	15	630.014	SEEDING MIXTURE NO. 40	LB	1	\$ 10.00	\$ 10.00	\$ 620.00	\$ 620.00	\$ 110.00	\$ 110.00	\$ 1,000.00	\$ 1,000.00	\$ 2,260.00	\$ 2,260.00	\$ 30.85	\$ 30.85	\$ 104.00	\$ 104.00	\$ 357.50	\$ 357.50	\$ 127.40	\$ 127.40		
Base Bid Gitzlaff Site Total:							\$ 133,832.50		\$ 112,904.00		\$ 145,116.72		\$ 121,427.00		\$ 134,709.33		\$ 229,323.45		\$ 181,895.00		\$ 218,130.92		\$ 110,768.06		
Alternate 1 - Gitzlaff Site																									
	16	SP-1	RESTORATION EXCAVATION	CY	1500	\$ 30.00	\$ 45,000.00	\$ 26.25	\$ 39,375.00	\$ 23.00	\$ 34,500.00	\$ 20.00	\$ 30,000.00	\$ 38.00	\$ 57,000.00	\$ (1.80)	\$ (2,700.00)	\$ 22.00	\$ 33,000.00	\$ 42.80	\$ 64,200.00	\$ 18.95	\$ 28,425.00		
	17	SP-4	ROCK GRADE CONTROL RIFFLE	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,564.00	\$ 5,128.00	\$ 5,000.00	\$ 10,000.00	\$ 7,400.00	\$ 14,800.00	\$ 11,568.00	\$ 23,136.00	\$ 3,502.00	\$ 7,004.00	\$ 10,406.25	\$ 20,812.50	\$ 3,735.00	\$ 7,470.00		
Alternate 1 - Gitzlaff Site Total:							\$ 48,000.00		\$ 41,975.00		\$ 39,628.00		\$ 40,000.00		\$ 71,800.00		\$ 20,436.00		\$ 40,004.00		\$ 85,012.50		\$ 35,895.00		
Alternate 2 - Neumiller Site																									
	18	SP-1	RESTORATION EXCAVATION (REPLACE BASE BID HAUL OFF)	CY	717	\$ 40.00	\$ 28,680.00	\$ 27.00	\$ 19,359.00	\$ 32.91	\$ 23,596.47	\$ 40.00	\$ 28,680.00	\$ 45.00	\$ 32,265.00	\$ 12.25	\$ 8,783.25	\$ 57.00	\$ 40,869.00	\$ 87.50	\$ 62,737.50	\$ 85.00	\$ 60,945.00		
	2	SP-1	RESTORATION EXCAVATION (HAUL OFF)	CY	717	\$ (50.00)	\$ (35,850.00)	\$ (32.00)	\$ (22,944.00)	\$ (65.62)	\$ (47,049.54)	\$ (33.00)	\$ (23,661.00)	\$ (48.00)	\$ (34,416.00)	\$ (17.50)	\$ (12,547.50)	\$ (57.00)	\$ (40,869.00)	\$ (130.82)	\$ (93,797.94)	\$ (85.00)	\$ (60,945.00)		
Alternate 2 - Neumiller Site Total:							\$ (7,170.00)		\$ (3,585.00)		\$ (23,453.07)		\$ 5,019.00		\$ (2,151.00)		\$ (3,764.25)		\$ -		\$ (31,060.44)		\$ -		
PROJECT TOTAL - WITHOUT ALTERNATES ¹							\$ 179,445.00		\$ 154,911.00		\$ 210,853.14		\$ 157,734.00		\$ 189,261.05		\$ 389,574.05		\$ 236,756.00		\$ 363,301.71		\$ 180,941.67		
PROJECT TOTAL - WITH ALTERNATES							\$ 220,275.00		\$ 193,301.00		\$ 227,028.07		\$ 202,753.00		\$ 258,910.05		\$ 406,245.80		\$ 276,760.00		\$ 417,253.77		\$ 216,836.67		
PROJECT TOTAL - WITH ALTERNATE 1 WITHOUT ALTERNATE 2							\$ 227,445.00		\$ 196,886.00		\$ 250,481.14		\$ 197,734.00		\$ 261,061.05		\$ 410,010.05		\$ 276,760.00		\$ 448,314.21		\$ 216,836.67		
DOLLAR VALUE SUBMITTED WITH BIDS FOR BASE BID									\$ 154,911.00		\$ 225,338.65		\$ 157,734.00		\$ 189,261.05		\$ 389,574.05		\$ 236,756.00		\$ 363,286.97		\$ 180,941.67		
DOLLAR VALUE SUBMITTED WITH BIDS FOR ALTERNATE 1									\$ 41,975.00		\$ 39,628.00		\$ 40,000.00		\$ 71,800.00		\$ 20,436.00		\$ 40,004.00		\$ 85,012.50		\$ 35,895.00		
DOLLAR VALUE SUBMITTED WITH BIDS FOR ALTERNATE 2									\$ 19,359.00		\$ 23,596.88		\$ 28,680.00		\$ 32,265.00		\$ 8,783.25		\$ 40,869.00		\$ 62,737.50		\$ 60,945.00		
								Math is correct.		Math is NOT correct. Does not change low bidder.		Math is correct.		Math is correct.		Math is correct.		Math is correct.		Math is NOT correct. Does not change low bidder.		Math is correct.			
PROVIDED AFFIDAVIT								Y		Y		Y		Y		Y		Y		Y		Y			
PROVIDED SUBCONTRACTORS FORM								Y		Y		Y		Y		Y		Y		Y		Y			
PROVIDED BID BOND								Y		Y		Y		Y		Y		Y		Y		Y			
PROVIDED ADDENDUM ACKNOWLEDGEMENTS								Y		Y		Y		Y		Y		Y		Y		Y			

¹The low bidder to be awarded shall be determined based upon the aggregated cost of the base bid items.