

# CITY OF MONTROSE

## D.D.A. MEETING PACKET



**August 21, 2025**



139 S. SAGINAW STREET MONTROSE, MI 48457 / PHONE (810) 639-6168

**DOWNTOWN DEVELOPMENT AUTHORITY BOARD (D.D.A.)**  
**August 21, 2025 @ 7:30 a.m.**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**CITIZEN COMMENTS**

The purpose of this agenda item is to allow persons to comment. This is not a forum for debate or for which questions will be answered. The Board will consider all comments and questions and decide if they wish to address those items during board comments. All persons addressing the DDA Board are asked to limit their comments to no more than three (3) minutes.

**APPROVAL OF DDA BOARD MEETING MINUTES**

1. Approval of July 17, 2025, D.D.A. Meeting Minutes

**COMMUNICATIONS TO THE DDA BOARD**

**None**

**UNFINISHED BUSINESS – None**

**NEW BUSINESS**

1. Consider Grant Request – Tim Hobson – Handicap Improvement 295 E. State Street.
2. Presentation: Samantha Mariuz, EDFP Fleis & Vanderbrink – D.D.A – Proposal for Services.
3. Consider Approval of Fleis & Vanderbrink – D.D.A – Proposal for Services.
4. Consider Discussion related to Downtown Fall Event & Decorations for Fall. (no memorandum).

**CITIZEN COMMENTS**

The purpose of this agenda item is to allow persons to comment. This is not a forum for debate or for which questions will be answered. The Board will consider all comments and questions and decide if they wish to address those items during board comments. All persons addressing the DDA Board are asked to limit their comments to no more than three (3) minutes.

**DDA BOARD MEMBER COMMENTS**

**ADJOURNMENT**

**Next DDA Meeting – September 18, 2025 – 7:30 A.M.**

**CITY OF MONTROSE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)**

**MEETING MINUTES**

**Tuesday July 17, 2025**

**CALL TO ORDER:** Chair Lori Machuk called the City of Montrose Downtown Development Authority meeting to order at 7:30 a.m. held at the Montrose City Offices at 139 S. Saginaw Street, Montrose, MI.

**ROLL CALL:** Board members recorded as present were Scott Webster, Coetta Adams, Jerry Mears, Eric Reed, Steve Gold, Deborah Gross, Chairwoman Lori Machuk, Mike Burkhart, and Mayor Thomas Banks. Also present was Interim City Manager Joe Karlichek.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was recited.

**CITIZEN COMMENTS: NONE**

**APPROVAL OF DDA BOARD MEETING MINUTES for JUNE 10, 2025 MINUTES**

- Minutes:  
Motion Scott Masters Second - Mayor Tom Banks  
Vote Results: 9 – 0

**COMMUNICATIONS TO THE BOARD: NONE**

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS**

1. Presentation by Fleis & Vanderbrink – Samantha Mariuz, Economic Development Project Manager.
2. Approval of DDA FY25/26 Budget –
  - Minutes:  
Motion to Approve the DDA FY25/26 Budget: Scott Masters – Second: Mayor Tom Banks.  
Vote Results: 9 – 0
3. A Motion was brought to floor by Chairwoman Machuk to add item #4 “Request consideration to direct city administration to engage F & V and seek proposal for services.”
  - Minutes:  
Motion: Chairwoman Lori Machuk - Second: Debbie Gross. A-YES, Motion Carried.
  - Vote Results: 9 – 0
4. Request consideration to direct city administration to engage F & V and seek proposal for services.
  - Minutes:  
Motion: Debbie Gross - Second: Lori Machuk. A-YES, Motion Carried.  
Vote Results: 9 – 0

**EXTENDEND CITIZEN COMMENTS: NONE**

**EXTENDED DOA BOARD MEMBER COMMENTS: NONE**

- Members of the board asked questions and discussed the position of the board and furthering of ideas.

**CITY OF MONTROSE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)**

**MEETING MINUTES**

**Tuesday July 17, 2025**

Board Member Debbie Gross asked for a discussion and explanation regarding Naples and “stop work order”. Interim City Manager provided the board with a description of the events which led to its current outcome. Members of the board thanked interim manager for the explanation.

Interim Manager stated that the city administration is here to assist and facilitate our business community and work with them in any and all capacity.

**ADJOURNMENT:**

- **MOTION** by Gross **SECOND** by Banks to adjourn at 8:47 a.m. All Ayes. Motion Carried.

Prepared by Joe Karlichek, Interim City Manager

Next DDA Meeting is August 21, 2025, at 7:00 AM.

(1)

## CITY OF MONTROSE MEMORANDUM

**Date:** August 14, 2025

**To:** Chairwoman Machuk and DDA Board Members

**From:** Joe Karlichek, Interim City Manager 

**Subject: Consider Grant Request for Handicap Improvement Access for 235 East State Street**

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**Background:** Mr. Tim Hobson submitted a request for Grant Assistance for property located at 295 East State Street, Montrose City. The Grant request is via Jennings Memorial Foundation (Grant Agreement) Grant NO: 24-12. (See Grant Agreement for Board edification). This Grant Permits the DDA Board (Grantee) to disburse \$10,000.00 over a period of two (2) years.

Attached to this memorandum contains three (3) Proposals for services provided by Mr. Hobson for the project.

1. Mr. Asphalt - (See total cost on proposal)
2. AMI - (See total cost on proposal)
3. Titan Pavement – (See total cost on proposal)

The DDA Board should consider the total amount they may or may not want to provide from the Grant. The Grant of \$10,000 was to be disbursed over 2 years. Original Grant Date was June 21, 2024.

**Recommendation:** It is recommended the DDA Board consider a specified amount of Grant Funds to Mr. Hobson for his proposed project to assist with the cost of reconstruction permitting handicap improvement access to 295 East State Street.



# JENNINGS MEMORIAL FOUNDATION

# GRANT AGREEMENT

*Board of Directors.*

*Donald A. Snide, Esq.,  
Chairman*

*David S. McCartney,  
Treasurer*

Donald W. Snide, Esq.

Donald W. Shulat, Esq.  
John C. Wendling  
George G. Huff

Gwen L. Kelley

Jennings Memorial Foundation is pleased to award this Grant to your organization. This Agreement is a mechanism that ensures that funds will be used solely for the purpose as stated in the grant request. It also contains other terms and conditions that we feel are necessary to retain our non-profit status.

GRANTEE: Montrose Downtown DDA

GRANT NO: 24-12

GRANT AMOUNT: \$10,000 to be disbursed over 2 years

ORIGINAL DATE OF GRANT: June 21, 2024

## PROGRAM: Handicapped Access Improvement Program

#### SPECIAL CONDITIONS:

This Grant is intended to be in compliance with current applicable laws Pursuant to the provisions of the Internal Revenue Code and regulations Issued thereunder pertaining to charitable organizations. The terms of this Agreement as outlined on page 2 shall be considered binding on all parties.

**GRANTEE**

**Signature of Grantee**

Date

## JENNINGS MEMORIAL FOUNDATION

Anne M. Fawer

**Signature of Foundation Secretary**

Date

Signature of CEO/President/Chairman

To the Montrose Downtown Development Authority,

I am submitting this application for Handicapped Access Improvement funding for my commercial property located at 295 E. State Street. The building currently houses two businesses on the main floor and has two residential tenants on the second level.

Presently, access to the businesses requires stepping up from the parking lot onto a raised sidewalk, which poses a barrier for individuals with mobility challenges. As part of an upcoming parking lot replacement project, we plan to eliminate this step entirely by grading the new asphalt to slope directly from the lot to the doorways. This will provide smooth, step-free access and bring the entrances into better ADA compliance. The project also includes the addition of designated and properly marked handicap parking spaces in the new layout.

Attached to this letter are the completed application, contractor quotes, and a site map outlining the proposed improvements. I appreciate your consideration of this project as part of your ongoing efforts to support accessibility and business development in downtown Montrose.

**CITY OF MONTROSE  
DOWNTOWN DEVELOPMENT AUTHORITY**

**HANDICAPPED ACCESS IMPROVEMENT APPLICATION**

**I. APPLICANT INFORMATION**

Applicant's Name: Tim Hobson

Mailing Address: 338 E. STATE ST

Phone Numbers: (810) 247-0058

**II. BUSINESS OWNER INFORMATION**

Building's Historic or Common Name: DOWNTOWN BEAUTY LOUNGE

Name of Business Owner: Shirley Johnson

Building Address: 291 E. State

Phone Number: (810) 624-7029

HAIR BY  
JESSICA

Jessica Hall

295 E. State St.

299 E. State St.

(810) 247-3843

**III. BUILDING OWNER INFORMATION**

Building Owner's Name: Tim Hobson

Building Address

295 E. State St

Mailing Address: 338 E. STATE ST.

Phone Numbers: (810) 247-0058

**IV. PROPERTY/BUILDING INFORMATION**

Property Identification (Sidwell) No: 60-16-300-019

Date Building was originally constructed: Unknown

Date(s) of known past building improvements/modifications: \_\_\_\_\_

2023 Apartment Renovations

Current Use: COMMERCIAL: 2 upstairs apartments

Proposed Use: 3 street level businesses

## V. ARCHITECT/CONSULTANT INFORMATION

Name of Architect/Consultant: \_\_\_\_\_

Firm: \_\_\_\_\_

Specialty: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

## VI. PROJECT INFORMATION

Total Project Cost: \_\_\_\_\_

Proposed Start Date: Summer / Fall 2025

Proposed Completion Date: Fall 2025

Project Financing: Loan

Bank Name: Genisys

What is your project budget? (Please Circle)

Less than \$10,000

\$10,000-\$20,000

\$20,000-\$50,000

\$50,000-\$100,000

Over \$100,000

Is your project funding in place to implement the work?

YES

NO

## VII. REQUIRED SUPPLEMENTAL INFORMATION

*Note: This application must be completed and approved prior to project commencement. Please read eligibility information attached.*

The Applicant is required to submit with this form the following:

- Official quotes, including the cost breakdowns by major categories (i.e., architectural fees, engineering fees, repair, carpentry, materials, etc.).
- Current and proposed photos.
- Three (3) copies of building plans, building elevation, site plans, product drawings, specifications and installation details as required by the DDA Board of Directors; 3 of these copies must be submitted as signed and sealed plans.

- Three (3) copies of photographs of existing building depicting the areas of proposed improvement.
- If Applicant is Lessee, attach a copy of Lease.
- Prior to reimbursement by the DDA, the intended recipient must provide a W-9 form to the City of Montrose before reimbursement occurs. **(This does not need to be supplied until the project is approved by the Downtown Development Authority)**

**I, the applicant, have read and understand the HANDICAPPED ACCESS IMPROVEMENT GUIDELINES and hereby submit the application and required attachment to the City of Montrose Downtown Development Authority.**

Applicant Signature:  Date: 6/12/25

Owner Signature, if different: \_\_\_\_\_ Date: \_\_\_\_\_

Submit Application with attachments to:

**Downtown Development Authority City of Montrose 139 S. Saginaw Street Montrose, MI 48457.**

**Tim Hobson**

295 E. State St,  
Montrose MI, 48457

**Legend**

- 4200 sqft Concrete Remove & Asphalt  
Install

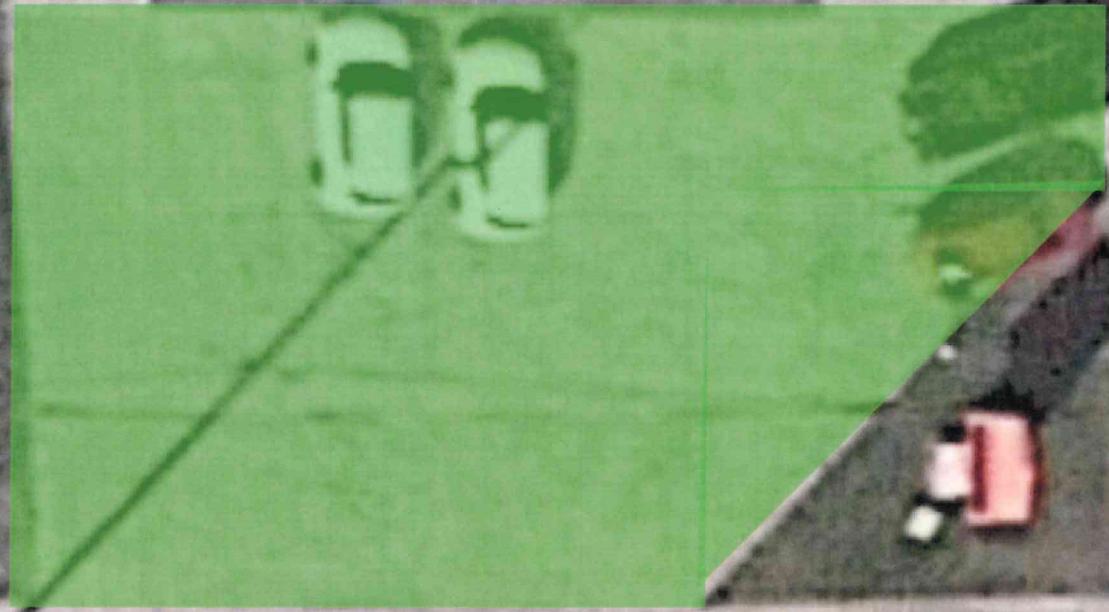


**Tim Hobson**

295 E. State St,  
Montrose MI, 48457

**Legend**

- 4200 sqft Concrete Remove & Asphalt  
Install



**Tim Hobson**

295 E. State St,  
Montrose MI, 48457

**Legend**

- 4200 sqft Concrete Remove & Asphalt  
Install



(989) 777-7536

# MR. ASPHALT

PAVING - SEALCOATING

Snow Plowing

PROPOSAL SUBMITTED TO	Justin Carter	PHONE	810-247-9289	DATE	5/19/25
STREET	295 E. State St.	CITY, STATE, ZIP	Montrose Phq. lot		
JOB LOCATION					

We hereby submit applications and estimates for:

**Recap Existing Asphalt or Concrete**

Edge and clean area to be recapped. Apply vegetation killer. Apply layer of SS-1 tackcoat. Fill in low areas and dips with asphalt and compact. Then lay 2" of hot bituminous asphalt and roll to a smooth finish. Tamp edges.

Price \$ \_\_\_\_\_

Aprx. 4,200 Sq. ft.

**Regrade Existing Stone Area**

Excavate grass on edges of drive and middle of drive if needed. Add necessary stone-crete where needed. Grade and compact complete driveway for proper water drainage. Apply vegetation killer. Pave area with 3" of hot bituminous asphalt and roll to a smooth finish. Tamp edges.

Price \$ 1-Lift \$15,000 =

2-Lift's \$20,000 =

**Complete Excavation** Aprx. 4,200 Sq. ft.

Excavate dirt, sod, asphalt or concrete. Haul away debris. Install 6" stone-crete. Grade and compact stone for proper water drainage. Apply vegetation killer. Lay 3" of hot bituminous asphalt and roll to a smooth finish. Tamp edges.

Price \$ 1-Lift \$22,000 =

2-Lift's \$27,000 =

**Remove and Replace**

Price \$ \_\_\_\_\_

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:  
dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

30% down balance upon completion

All checks to be made payable to "MR. ASPHALT"

Authorized  
Signature

Bryan Rennier

Note: This proposal may be withdrawn by use if not accepted within 30 days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

*5248 W Pierson Road  
Flushing, MI 48433  
(810)-659-5400 PH  
kdonahue@ami-mi.com*

*BEAUTY LOUNGE  
295 EAST STATE ST.  
MONTROSE, MI 48457*

*MAY 21, 2025*

**Re: Asphalt proposal for the above location**

AMI INC., respectively submits the following bid proposal for your review. Our base bid includes the following items only:

**BASED ON 4,500 SFT:**

1. EXCAVATE EXISTING CONCRETE INCLUDING SIDEWALK AND HAUL AWAY
2. UNDERCUT SAND AND INSTALL 8" 21AA CC
3. FURNISH AND INSTALL 4" 13A ASPHALT IN (2) LIFTS
4. APPLY SS1H EMULSION BOND COAT BETWEEN LIFTS OF ASPHALT
5. STRIPE ALL PARKING STALLS
6. COMPLETE CLEAN UP OF AMI DEBRIS

**TOTAL COST.....\$38,970.00**

NOTE: NO WORK IN ROW OR CITY SIDEWALK

This proposal is to become an integral part of any and all future contracts involving this project. AMI Inc.. may withdraw or amend this proposal if not accepted within fifteen (15) days due to possible petroleum price increases.

Owner or owner's representative is responsible for any bonds, permit's, testing and fees will be assumed to have been obtained when we mobilize.

Thank you for the opportunity to bid on this project. If you have any questions, please call (810) 659-5400.

Kelly Donahue

Accepted by:\_\_\_\_\_

AMI .

Title:\_\_\_\_\_

Estimator

Date:\_\_\_\_\_

# Pavement Maintenance Proposal

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**Commercial**

**Justin Carter**

**Project:**

**Parking Lot Replacement**

295 E State St  
Montrose, Michigan 48457



Felix Colon  
Commercial Sales Consultant

# Service Provider Information

## Company Info



Titan Pavement  
P.O. Box 300756  
Waterford, MI 48330

P: 248-623-5043  
F: 248-623-9033  
<http://titanpavement.com>

## Contact Person

Felix Colon  
Commercial Sales Consultant  
[felix@titanpavement.com](mailto:felix@titanpavement.com)  
Cell: 248-505-2707  
Office 248-623-5043

## About Us

### Your Premier Asphalt and Concrete Experts

At Titan Pavement, we excel in delivering top-notch solutions for all your asphalt and concrete needs. Whether you're seeking pristine new pavement installations or refurbishing existing surfaces, we've got you covered. Our specialized expertise spans both asphalt and concrete, making us your go-to partner for durable and impeccable pavement solutions.

**New Asphalt Paving:** Our skilled team is equipped to lay the foundation for fresh asphalt surfaces that stand the test of time. From driveways to parking lots and roadways, we ensure precision and quality in every project. Count on Titan Pavement for superior new asphalt pavement.

**Concrete Expertise:** When it comes to concrete, we bring the same level of commitment and expertise. From sidewalks to foundations and beyond, our concrete solutions are built to last. Titan Pavement is your trusted choice.

**Quality Assurance:** We pride ourselves on using the finest materials and maintaining the highest standards of workmanship. Our fully licensed, bonded, and insured team is dedicated to ensuring your project is done right from the outset.

**Choose Titan Pavement for your asphalt and concrete needs, and experience the difference of reliable, long-lasting pavement solutions.**

## Concrete Remove & Asphalt Replace

1. The area under consideration comprises approx. 4100 square feet.
2. Our firm will excavate your pavement to the depth of 4 Inches. If pavement is thicker additional costs may apply. Haul spoils to approved dumping facility
3. Grade and compact existing stone base. If soft spots exist undercuts will be required to stabilize base prior to paving. A change order will be submitted to excavate failed base material and install crushed stone. Undercuts will be billed at \$60/ton and crushed stone installed and billed at \$35/ton
4. We will install 4 inches of compacted base asphalt. Apply tack coat bonding adhesive if necessary.
5. Then we will install 4 inches of compacted surface asphalt
6. All areas will be barricaded during and after the repair process.
7. **Parking Blocks:** This proposal includes the setting aside and reinstalling existing parking blocks. We will do everything possible not to damage any parking block, however any damaged blocks will be replaced at a rate of \$150 per block installed and pinned to pavement.
8. **Restoration Note:** Titan will prioritize minimizing its impact on the landscape damage. Any landscape restoration is the responsibility of the customer.

Total Price: \$38,950.00

 See Below Images

## Line Striping

1. Our firm will stripe the parking lot area as per the existing layout using Sherwin Williams Set Fast and/or Hot Line product.
2. **Includes** all existing parking stalls, handicap markings, hash boxes, arrows, stop bars & stenciling.

**Does not include** bollards, parking blocks or light pole bases, or specialty colors/symbols unless otherwise specified.

3. All work will be performed so that there is minimal interruption to your facility.
4. If sealcoating, we will stripe parking area after the sealcoating material has cured.

Total Price: \$650.00

## New Asphalt Construction Behind Building

Optional Service

1. Excavate proposed area to a depth of 4 inches below finished elevation.
2. The area under consideration for a new asphalt surface comprises approx. 2550 square feet
3. Our firm will compact the existing sub-base prior to paving using a steel drum vibratory roller.
4. Install inches of crushed gravel and compact with a steel drum vibratory roller.
5. **Asphalt Base:** Install 2 inches asphalt base and compact with vibratory roller.
6. **Asphalt Surface:** Install 2 inches compacted surface asphalt and compact with a vibratory steel drum roller.
7. We are not responsible for any damage caused to private unmarked utilities including sprinkler lines and heads. No landscape restoration unless otherwise stated in this contract. Repairs to any damage will be at the cost of the Owner.

Total Price: \$24,225.00

## Line Striping New lot Behind Building

Optional Service

1. Our firm will stripe the parking lot area as per the existing layout using Sherwin Williams Set Fast and/or Hot Line product.
2. **Includes** all existing parking stalls, handicap markings, hash boxes, arrows, stop bars & stenciling.

**Does not include** bollards, parking blocks or light pole bases, or specialty colors/symbols unless otherwise specified.

3. All work will be performed so that there is minimal interruption to your facility.
4. If sealcoating, we will stripe parking area after the sealcoating material has cured.

Total Price: \$650.00

## Concrete Remove & Asphalt Replace

### Site Map



# Price Breakdown: Parking Lot Replacement



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on May 28, 2025.

Item	Description	Map Area	Cost
1.	Concrete Remove & Asphalt Replace	See attached site map	\$38,950.00
2.	Line Striping		\$650.00
<b>Total:</b>			<b>\$39,600.00</b>

## Optional Services:

Item	Description	Map Area	Cost
1.	New Asphalt Construction Behind Building	See attached site map	\$24,225.00
2.	Line Striping New lot Behind Building		\$650.00

## Authorization to Proceed & Contract

**Price is based on current market price for materials.** If pricing does change it will be addressed through a change order prior to start of work.

**The 50% deposit must be received within 30 days of acceptance of proposal.**

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in this proposal/contract it must be in a new contract or in a change order.

**Please see all attachments for special conditions that may pertain to aspects of this project.**

## Acceptance

We agree to pay the total sum or balance in full 7 days after the completion of work.

A 50% deposit required for any work over \$1,000. Full balance due within 7 days of completion of work. Prices are subject to change after 30 days. A finance charge of 1-1/2% per month will be added to all past due accounts; an annum of 18%. Payment is due in full upon completion or upon invoicing of completed work.

**Deposit can be mailed to:**

**PO. Box 300756, Waterford, MI 48329**

**CREDIT CARD PAYMENTS ARE SUBJECT TO A 4% SURCHARGE.**

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: \_\_\_\_\_

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Justin Carter | Owner  
Commercial  
295 E State St  
Montrose, Michigan 48457  
[justin@yourreallife.com](mailto:justin@yourreallife.com)  
C: 810-247-9289  
O: 810-247-9289

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Felix Colon | Commercial Sales Consultant  
Titan Pavement  
P.O. Box 300756  
Waterford, MI 48330  
E: [felix@titanpavement.com](mailto:felix@titanpavement.com)  
C: 248-505-2707  
P: 248-623-5043  
F: 248-623-9033  
<http://titanpavement.com>

## Warranty & Conditions

1. **Formation.** If Customer does not deliver to Contractor an executed Proposal within 30 days, Contractor may reject this Proposal/Contract.
2. **Warranty.** Contractor warrants that all work will be performed in a workmanlike manner and that all material will be as specified. The parties agree that this express warranty is Customer's sole and exclusive right to recover against Contractor for the work, and any other claims in any way concerning the work are hereby waived, whether in contract, tort, or otherwise. Any claim for breach of warranty must be filed within one year of substantial completion of the work. However, as a condition precedent to filing any claim against Contractor, Customer must provide Contractor with a reasonable opportunity to cure.
3. **Permits.** Customer is responsible for any necessary permit fees. Titan charges an administration fee for processing and managing permits.
4. **Escalation.** This Contract is based on current material and equipment prices. Customer is responsible for cost increases to material and equipment (e.g., inflation and supply-chain issues).
5. **Quantities.** The price in this Contract is based on estimated quantities. Unless stated otherwise in this Contract, Customer is responsible for increased costs if actual quantities are greater than estimated quantities.
6. **Customer Responsibilities.** Customer shall establish and designate property lines, provide Contractor with all information in its possession or control material to the work, and shall make the site reasonably available for work to be performed within a reasonable time. Customer is responsible for any errors or failures, including costs for extra or changes to the work, costs for work not timely performed, damages for trespass on other property, and defense and indemnity (including attorney fees) for alleged trespass or damage to third parties.
7. **Equitable Adjustments.** Contractor shall be entitled to an equitable adjustment to the contract price for any extra work, changes to the work, differing site or subsurface conditions from anticipated conditions, or changes to the time to perform the work.
8. **Exclusions.** Costs for permits, bonds, stakeouts, cut sheets, layout engineering, testing, and other services or work not expressly identified in this Contract are excluded.
9. **Work Hours.** The price in this Contract is based on work during normal business hours from Monday through Friday, and excludes weekends unless stated otherwise in this Contract. Contractor shall be entitled to an equitable adjustment to the price if work is performed outside of normal business hours, including weekend work.
10. **Representations.** Customer represents and warrants that the existing surface will support the weight of all required construction equipment. Contractor shall not be responsible for damages to concrete, asphalt, or subsurface conditions due to the weight of trucks or equipment.
11. **Payments.** Customer shall be responsible for any and all costs and attorney fees incurred by Contractor to recover late payment from Customer.
12. **Liability.** Contractor's total liability to Customer for any claims, losses, or damages arising from or in any way relating to work concerning this Contract shall be limited to the greater of \$25,000.00 or the amount of the fee actually paid by Customer to Contractor.
13. **Force Majeure.** Contractor shall be excused from further performance due to any force majeure event or other conditions beyond Contractor's reasonable control which impact the work, including extreme weather, pandemic or epidemic, war, terrorism, supply-chain issues, new laws, or fire.
14. **Integration.** This Contract consisting of all documents included in Contractor's Proposal constitutes the parties' complete and final agreement, and supersedes any prior understandings, agreements, or representations.
15. **Concrete.** Applying fertilizers containing various chemicals and rock salt to concrete is not recommended as it can lead to various long-term issues with the concrete's strength, appearance, and durability. It's essential to follow proper curing practices and avoid introducing harmful substances like these during this critical phase of the concrete process.
16. **Termination.**
  - A. **By Contractor.** If Customer fails to make due to Contractor, the Contractor may, upon seven days' notice to Customer, terminate the Contract and recover from Customer for work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages ("Termination Amount"). Customer and Contractor agree that the Termination Amount will be calculated as the greater of (i) 20% of the total contract price plus the actual costs and actual attorney fees accrued to collect such amount will be the Termination Amount and (ii) the actual costs in excess of such amount described in (i).
  - B. **By Customer for Convenience.** Customer may terminate the Contract for the Customer's convenience and without cause. Upon such termination for convenience, Contractor may recover the Termination Amount from Customer. Customer and Contractor agree that the Termination Amount will be calculated as the greater of (i) 20% of the total contract price plus the actual costs and actual attorney fees accrued to collect such amount will be the Termination Amount and (ii) the actual costs in excess of such amount described in (i).

## Customer Responsibilities & Clarifications

### 1. FOR PAVING AND SEALCOATING:

**Coordination:** Customer must notify other contractors (e.g., landscapers, garbage companies) of our work to avoid interference.

**Rain:** Work will likely be rescheduled as soon as possible if it is raining the day of scheduled service. If it rains shortly after installation, please contact our office. In the event of unexpected storms, we will touch up areas where sealer has not bonded.

**Sprinklers:** Surface must be dry for our work. Turn off sprinklers and avoid lawn cutting 24 hours before and 48 hours after service.

**Barricades:** No vehicle traffic for up to 48 hours. Even though surface appears dry in 2-6 hours, traffic can ruin the work. Customer is responsible after we leave to maintain barricades. Customer is responsible to ensure all vehicles are removed by 7:15 am on date of work, unless otherwise agreed. Vehicles must be out of garages and parked 20' from asphalt to allow our work and limit accidents. We are not responsible for damage to vehicles left in the work area.

**Driving on Surface:** Avoid turning wheels when driving on surface unless vehicle is moving, as this can result in scuffing and turn marks; however, in time, they may blend in with surrounding surface.

**Cold Weather Conditions:** Work is subject to winter conditions (? 50 degrees). Roller and asphalt marks may be visible due to cold temperatures, and sealcoating and striping are not guaranteed. Customer must sign Cold Weather Waiver before work can begin.

### FOR PAVING:

**Unforeseen Conditions:** If depths go deeper than anticipated due to unforeseeable conditions during excavation, a change order may be necessary. If Customer or its agent insist on paving without authorizing corrective action after being made aware of sub-base or base coarse conditions, we will not be responsible for pavement failures.

**Water Drainage:** We will make water reasonably drain based on site conditions. However, we make no guarantee or representation of drainage. Standing water of 3-5% is considered acceptable when water diminishes within a 24-hour period.

**Sub Grades:** No material shall be placed on wet, unstable, or frozen subgrade. A suitable subgrade is a condition precedent to the work and is Customer's responsibility.

**Minimum Grade:** We may refuse to pave unless minimum grades of 1% are possible for surface drainage. If work is performed with < 1% grade, water ponding may occur and we are not responsible for surface drainage. Depressions over 3/4" can be filled.

**Landscape:** We are not responsible for restoration of landscape, trees, or greenbelt areas due to our work, or for damage to decorative landscape items, plants, brick pavers, trees, etc. that are near or surrounding the work area.

**Hidden Objects:** We will not be responsible for removing hidden objects encountered during our work, nor costs associated with the same (e.g., sprinkler lines, private electrical lines, any utilities, etc.).

**Underground Conditions:** Customer is responsible to identify all underground conditions (e.g., sewer, water, gas, cable, electrical) we might encounter. Such conditions must be identified in this Proposal. If we encounter unexpected conditions, extra costs shall be borne by Customer. We are not responsible for unusual or differing soil conditions (e.g., contaminated or hazardous) encountered that are not identified in the Proposal. We assume no responsibility for excavation, removal, or disposal of such soils.

**Reproduction of Cracks:** When resurfacing existing pavement, we are not responsible for reproduction of cracks ("reflective cracking"), ponding, drainage issues, or poor-quality transitions which may occur when resurfacing.

### FOR SEALCOATING:

**Driveway Chalk & Wet Mud Spots:** Customer shall hose off driveway chalk or wet mud spots 1 day prior to service. In the event that these materials are on the driveway, we may have to reschedule your service and charge you a trip charge.

**Lawn Fertilization:** Lawn fertilizer must not be installed seven days before or after service.

**Pavement Sealer:** Asphalt will take a minimum of 30 days to fully cure, and is sensitive during this time to animal droppings, tree droppings, water stains, ponding water, and tire markings. This is normal and should fade over time. Areas of shade will take longer to dry and cure than areas in direct sunlight.

**Existing Splashing:** If surrounding areas have splashing or drip areas of sealer, we are not responsible for removal.

**Residue:** Parking lots with underwater issues or large sections of cracks (alligator /spider-web cracking) may result in a white or brown residue. This condition is caused by limestone or other minerals drawn to the surface, appearing white or brown when dried. Since the surface is a dark black, this will be evident for a period of time; however, they will fade and eventually disappear.

**Overspray:**

A small drift spray of sealer is normal where grass meets pavement, but will disappear generally after the next mowing.

**Weeds:** We have proposed work based on conditions at the time of the assessment. If you decide to proceed with proposed work at a later date (e.g., >30 days after assessment), there may be additional costs for excessive weeds.

**For Snow Removal & De-Icing:**

**Scope:** The description of snow services on the enclosed proposal are based on normal snow events within your region.

**Special Conditions:** In the event of salt rationing, shortage, or supply-chain issues, new pricing and delivery guidelines will be established. Blizzards (including disaster category) may require additional costs and services.

**Monthly Minimum Fee:** A minimum monthly, readiness fee may be identified in the Proposal for the months of Nov-Mar.

**Heavy Ice:** We may utilize heavy hand tools and extra salting due to blizzards or ice storms, resulting in additional costs.

(2)  
(3)

**CITY OF MONTROSE  
MEMORANDUM**

**Date:** August 14, 2025

**To:** Chairwoman Machuk and DDA Board Members

**From:** Joe Karlichek, Interim City Manager *(TP)*

**Subject: Consider Approval of (F&V) Fleis & Vanderbrink Proposal for Services**

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**Background:** At the previous DDA Meeting of the Board on July 17, 2025, approved (F&V) Fleis & Vanderbrink to provide a proposal for services following a presentation by Samantha Mariuz, EDFP of Fleis & Vanderbrink.

Attached to this memorandum contains F&V's Proposal for services. The conception of this proposal for the services listed derived from the many conversations from the board and a conference meeting conducted by the Office of City Manager and Chairwoman Machuk with Samantha. We found the meeting to be productive, discussing current and prospective goals and the need to invigorate action necessary to promulgate the TIF (Tax Increment Finance) and millage assessment for funding requirements and fulfill the obligations to create and foster a vibrant DDA District.

**Recommendation:** It is recommended the DDA Board consider accepting the Proposal from F&V and direct city administration to work with F&V to execute the Scope of Services as provided.



August 4, 2025

Mr. Joe Karlichek  
Manager  
City of Montrose  
139 S. Saginaw St.  
Montrose, Michigan 48457

**RE: Scope of Services and Fee  
City of Montrose Downtown Development Authority Consulting Services**

Dear Mr. Karlichek:

Fleis & VandenBrink (F&V) appreciates the opportunity to submit this Scope of Services and Fee estimate to assist the City of Montrose with the City's Downtown Development Authority (DDA) financial documents, plans, and future growth strategies to provide recommendations for improvements, and sources of matching grant and other funding opportunities. Additionally, to explore opportunities for board training, education, and enhancing the DDA's grant program.

Based on our conversation, the following outlines our understanding of the work, Scope of Services and anticipated budget.

### **Statement of Understanding**

It is our understanding you are requesting F&V provide assistance with economic development consulting services pertaining to the City of Montrose Downtown Development Authority. This proposal outlines the steps required to provide a review of the current DDA Documents, recommendations for a renewed vision for the downtown district, and leverage of future public and private investments.

### **Scope of Services**

#### **Initial Assessment & Financial Review**

- Conduct a review of the DDA's existing financial documents, budgets, and funding mechanisms.
- Analyze revenue sources, expenditures, and financial sustainability.
- Evaluate current financial policies, procedures, and reporting practices.

#### **Review of DDA Plans and Strategic Initiatives**

- Assess the DDA's current plans, including economic development strategies, infrastructure investments, and downtown revitalization efforts.
- Identify opportunities for alignment with City goals and community needs.
- Offer strategic recommendations to enhance forward growth efforts and long-term sustainability.

#### **Recommendations and Report**

- Provide a report outlining findings, observations, and recommendations for financial and operational improvements.
- Include actionable steps for enhancing efficiency, transparency, and accountability within the DDA.

**9475 Holly Road, Suite 201  
Grand Blanc, MI 48439**

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[www.fveng.com](http://www.fveng.com)

- Present findings to the City leadership and DDA board as requested.

#### **Deliverables**

- Written report with findings and recommendations upon review of financial documents, strategic plans and consultation with the DDA.
- DDA Grant program policies, procedures, and application.
- Project Prioritization List: A list of key projects to enhance downtown infrastructure, public spaces, and business development.

#### **Additional Considerations – Future Services**

- Develop and conduct training sessions for board members on roles, responsibilities, governance, and best practices.
- Provide guidance on compliance and ethical obligations of the DDA.
- Ongoing support for DDA Grant program.

#### **Schedule**

We will initiate work upon your authorization to proceed.

#### **Budget**

F&V proposes to complete the work on an hourly rate basis. The proposed budget for these services for the City of Montrose is estimated at \$12,500. Fees paid are eligible to be paid with tax increment revenue within the DDA.

#### **Conclusion**

Our firm is committed to providing a wide range of services that includes the review of financial documents, plans, and future growth strategies to provide feedback and recommendations for improvements. By leveraging our expertise in economic development, urban planning, and public finance, we can help The City transform incentives available to the designated areas.

Once again, thank you for this opportunity. We look forward to collaborating with you on this important initiative. If you need additional information regarding this proposal or other F&V services, please contact me at 810.743.9120 or [smariuz@fveng.com](mailto:smariuz@fveng.com).

Sincerely,

FLEIS & VANDENBRINK



Brian Rice  
Environmental Services Group Manager  
Principal



Samantha R. Mariuz, EDFP  
Economic Development Manager

#### **WORK AUTHORIZATION**

*Fleis & VandenBrink (F&V) is hereby authorized to perform Additional Services as detailed in this letter and authorized under the existing Professional Services Agreement with F&V dated May 10, 2023.*

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Joe Karlichek, Manager

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Date