

# Union City Community Schools

## *“Striving For Excellence in Everything We Do”*

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

### Board of Education Agenda

Special Meeting	High School Media Center
Thursday, November 30, 2023	6:30 PM

#### I. **Call To Order**

##### a. **Pledge of Allegiance**

##### b. **Opening Statement**

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision-making process. There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda. If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

#### II. **Addition or Deletion of Items to the Agenda**

#### III. **Comments From the Audience on Agenda Items**

##### a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about items on the agenda. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

#### IV. **Action Items**

##### a. **Closed Session**

Board action is required to adjourn to closed session for the purpose of discussing student discipline per Section 8(b) of the Open Meetings Act.

##### b. **Consideration of Student Reinstatement**

Board action is required on the request to reinstate a student.

##### c. **Letter of Intent with The Christman Company**

Board action is required to approve the Letter of Intent with The Christman Company.

#### V. **Public Comment**

##### a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the

Board to do further research.

**b. Adjournment**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items three (III) and five (V).

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible.



# Union City Community Schools

430 St. Joseph Street  
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Ph: 517.741.8091  
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Chris Katz  
Superintendent  
ckatz@unioncityschools.org

November 30, 2023

Mr. Rob Crowe  
The Christman Company  
208 N. Capitol Avenue  
Lansing, MI 48933

**Re: *Union City Community Schools  
Pre-Bond Services Letter of Intent***

Dear Mr. Crowe:

This letter is to document and implement the proposed relationship between The Christman Company (“Construction Manager”) and Union City Community Schools (“District”) for pre-bond professional services related to a potential District bond project (“Project”). The Construction Manager’s pre-bond services shall be at no cost to the District, provided the Construction Manager is retained to work on the Project when the voters pass the bond issue. If the Construction Manager is not retained to provide services on the Project after a successful election, the Construction Manager may charge its actual and reasonable costs for providing pre-bond services, not to exceed \$182,500.

The Construction Manager’s scope of pre-bond work will include:

- Assist in the preparation of a District-wide facilities assessment.
- Establish and manage timelines and critical milestones required for a ballot question.
- Develop estimates of probable costs based on discussions about District programming requirements.
- Assist in the preparation of the Michigan Department of Treasury prequalification application and participate in the prequalification meeting (if applicable).
- Collaborate with the District’s financial advisor, legal counsel, and architect throughout the development of a ballot initiative.
- Facilitate or assist with the District’s informational campaign, including development and production of informational materials for a bond proposal.
- Perform other services necessary for the Project in the pre-bond phase that are reasonably understood to be within the scope of the Construction Manager’s duties.

At this time, the Project scope and cost are to be determined upon a successful bond election, the Construction Manager’s scope of services will be further governed by an Owner/Construction Manager Agreement, which shall be premised on a modified draft of AIA contract document and general conditions document, based on mutually acceptable terms. If retained for the implementation of the Project, the Construction Manager’s total compensation shall be based on information determined during the pre-bond phase.



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Nothing herein shall be deemed an obligation to alter the ability or authority of either the District or the Construction Manager to terminate this Letter of Intent or any executed Agreement between the parties "at will" upon seven (7) days' written notice, which right is expressly reserved. Without limiting the breadth of the foregoing, the District is authorized to terminate the Project prior to commencement. In the event of any termination, the Construction Manager shall be entitled to the actual and reasonable value of services timely and properly performed to the date of termination, subject to the not-to-exceed amount referenced in the first paragraph.

Upon execution of this Letter of Intent, the District shall have an irrevocable, nonexclusive license and right to access and use, either directly or through a separate consultant, all data, documentation, designs, drawings, specifications, concepts, and other information created, assembled, or developed by the Construction Manager or its consultants in furtherance of the Project.

Both parties acknowledge this Letter of Intent and agree to the details as outlined herein. The undersigned have the authority to execute this Letter of Intent and have read and agree to comply with the above stated terms and conditions.

**Union City Community Schools,**

**The Christman Company,**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_