

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 16, 2025, REGULAR BOARD MEETING

Board Meetings are audio recorded and posted on the website

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

Township Supervisor Brenda Stumbo called the meeting to order at 6:03 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge
Trustees: Karen Lovejoy Roe, John Newman II, Gloria Peterson, and LaResha Thornton

Members Not Present: None

Legal Counsel: Wm. Douglas Winters

The Pledge of Allegiance was recited followed by a moment of silent prayer.

APPROVAL OF AGENDA

A motion was made by Trustee Peterson and supported by Trustee Newman to approve the agenda.

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF DECEMBER 2, 2025, REGULAR BOARD MEETING

B. STATEMENTS AND CHECKS

**1. STATEMENTS AND CHECKS FOR DECEMBER 16, 2025, IN
THE AMOUNT OF \$1,786,483.62**

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the consent agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Legal update was provided by Attorney Winters. (refer to audio)

There were 4 board member comments. (refer to audio)

OLD BUSINESS

1. 2ND READING OF RESOLUTION 2025-30, PROPOSED ORDINANCE 2025-513 AN ORDINANCE TO AMEND APPENDIX A- ZONING, TOWNSHIP ORDINANCE OF YPSILANTI CHARTER TOWNSHIP AND MODIFY THE DISTRICT THAT LISTS DATA CENTERS AS A PERMITTED OR SPECIAL LAND USE IN TOWNSHIP (1ST READING HELD AT THE DECEMBER 2, 2025, REGULAR MEETING AND WAS PUBLISHED ON DECEMBER 11, 2025)

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve the 2nd Reading of Resolution 2025-30, Proposed Ordinance 2025-513 an ordinance to amend Appendix A- Zoning, Township Ordinance of Ypsilanti Charter Township and modify the district that lists Data Centers as a Permitted or Special Land Use in township. (see attached)

Lovejoy Roe...yes
Swanson...yes
Eldridge...yes

Newman...yes
Swanson...yes
Thornton...yes

Peterson...yes
Stumbo...yes

There was 1 public comment. (refer to audio)

There was 1 board member comment. (refer to audio)

The motion carried unanimously.

NEW BUSINESS

1. APPROVE RESOLUTION 2025-43, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO PURCHASER UPH (CULVER'S) YPSILANTI PROPERTY LLC A VACANT PARCEL

Treasurer Eldridge read the resolution into the record.

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve Resolution 2025-43, Authorizing the Charter Township of Ypsilanti to sell to purchaser UPH (Culver's) Ypsilanti Property LLC a Vacant Parcel. (see attached)

The motion carried unanimously.

2. APPROVE RESOLUTION 2025-44, 2025 BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve Resolution 2025-44, 2025 Boards and Commissions Appointments and Reappointments. (see attached)

The motion carried unanimously.

3. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE 6109 S IVANHOE AVE, IF NECESSARY

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve litigation to abate Public Nuisance 6109 S Ivanhoe Ave, if necessary.

The motion carried unanimously.

4. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE 2150 WOODALE AVE, IF NECESSARY

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve litigation to abate Public Nuisance 2150 Woodale Ave, if necessary.

The motion carried unanimously.

5. APPROVE REVISED CREDIT CARD POLICY

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve revised Credit Card Policy.

The motion carried unanimously.

6. APPROVE ADDITIONAL ITEMS TO ADD TO THE SALE AND/OR REMOVAL OF EXCESS TOWNSHIP EQUIPMENT

A motion was made by Trustee Peterson and supported by Trustee Newman to approve additional items to add to sale and/or removal of excess Township equipment.

The motion carried unanimously.

7. APPROVE BUDGET AMENDMENT #16

Clerk Swanson read the amendment into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Budget Amendment #16. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

1. SEEK SEALED BIDS FOR 14B DISTRICT COURT FURNITURE

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to seek sealed bids for 14B District Court Furniture.

The motion carried unanimously.

OTHER BUSINESS

There was no Other Business.

PUBLIC COMMENTS

There was 1 public comment. (refer to audio)

BOARD MEMBER COMMENTS

There was 1 board member comment.

ADJOURNMENT

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Peterson.

The motion carried unanimously.

The meeting was adjourned at approximately 7:16PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

YPSILANTI CHARTER TOWNSHIP**ORDINANCE NO. 2025-0513****An Ordinance Amending Appendix A – ZONING, Township Zoning Ordinance of Ypsilanti Charter Township to Add Definitions for Data Center or Computing Center and Technology Centers/Office Research and Modify the Districts that List Data Centers as a Permitted or Special Land Use in the Township.**

Ypsilanti Charter Township hereby ordains that Appendix A. – Zoning, adopted February 15, 2022, in the Code of Ordinances of Ypsilanti Charter Township is hereby amended by adding and modifying the following described text.

[Add to Article II. – CONSTRUCTION OF LANGUAGE AND DEFINITIONS]**Section 201. – Definitions:**

Data Center or Computing Center: A facility primarily used to house computer systems and associated components, including servers, telecommunications, storage systems, backup power supplies, redundant data communications connections, and environmental controls.

Technology centers/office research, Business(es) that provide an environment where high-tech uses and functions such as engineering, design, research and development, photonics/optics, computer assisted design, robotics research, numerical control equipment (CAD/CAM), prototype development and limited manufacturing, biotechnology lasers, medical research, food and materials testing, telecommunications, and limited assembly operations associated with principal permitted uses can be located. Data or Computing Centers do not qualify under this definition.

[Modify Article IV. – DISTRICT REGULATIONS]**Section 420, Residential Use Table-Table of Uses**

3. Residential districts table of uses identifies the uses allowed in the following residential districts:
4. Business districts table of uses identifies the uses allowed in the following commercial districts:
5. Industrial districts table of uses identifies the uses allowed in the following industrial districts:

Industrial Districts Use Table	1-T	L-M	ICR	Notes
Product Assembly				
Data centers or computing centers.	-		Special Land Use – Township Board (SL-TB)	
Office and Financial				
Service and maintenance of electronic data processing equipment			Special Land Use – Township Board (SL-TB)	

[Modify Article V. – FORM BASED DISTRICTS]

Section 504 – Neighborhood Corridors:

2. Use groups by category-neighborhood corridors:

Neighborhood Corridors
Use Group 1
Residential Uses:
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
Use Group 2
Misc. Residential/Related Uses:
Mixed-use. Any combination of uses located in group 1, 2 or 3, that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Childcare centers, subject to regulations in Section 1155.
Bed and breakfast operations, subject to regulations in Section 1107.

Use Group 3
Office/Institutional:
Civic buildings.
Place of worship.
Professional and medical office.
Publicly owned/operated office and service facilities.
Use Group 4
Retail, Entertainment, and Service Uses:
Financial institution without drive-through.
General retail.
Quick serve food or restaurant use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.
Use Group 5
Misc. Uses:
Adaptive Reuse, subject to regulations in Section 1167.
Any single use building over ten thousand (10,000) sq/ft.
Veterinary clinics or hospitals, subject to regulations in Section 1116, or Section 1117.
Commercial kennels/pet day care, subject to regulations in Section 1161.
Technology centers/office research
Mortuaries/Funeral homes, subject to regulations in Section 1115.
Senior assisted/independent living, subject to regulations in Section 1160.
Group day care homes, subject to regulations in Section 1155.
Lodging, subject to regulations in Section 1122, Section 1123, or Section 1124, as applicable.
Fitness, gymnastics, and exercise centers.
Theatres and places of assembly.
Indoor commercial recreational facilities, subject to regulations in Section 1135.
Use Group 6
Automotive Uses:
Vehicle car wash, subject to regulations in Section 1129.
Financial Institution with drive-through, subject to regulations in Section 1118.
Vehicle fueling/multi-use station, subject to conditions in Section 1126.

Sec. 505. - Regional corridors:

2. Use groups by category-regional corridors:

Regional Corridors	
Use Group 1	
Residential Uses:	
One-Family detached and attached dwellings, subject to regulations in Section 1101.	
Two-Family dwellings.	
Use Group 2	
Misc. Residential/Related Uses:	
Mixed-use. Any combination of uses located in group 1, 2 or 3, that is mixed vertically in a building or horizontal on one (1) parcel.	
Multiple-Family dwellings.	
Live/Work units.	
Childcare centers, subject to regulations in Section 1155.	
Bed and breakfast operations, subject to regulations in Section 1107.	
Use Group 3	
Office/Institutional:	
Civic Buildings.	
Professional and medical office.	
Primary/secondary schools (private).	
Publicly owned/operated office and service facilities.	
Place of worship.	
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.	
Use Group 4	
Retail, Entertainment, and Service Uses:	
Financial institutions without a drive-through.	
General retail.	
Food use without a drive-through.	
Personal services.	
Business services.	
Small group or one-on-one exercise or art studio.	

Use Group 5
Misc. Uses:
Adaptive Reuse, subject to regulations in Section 1167.
Retail over 30,000 sq./ft.
Commercial kennels/pet day care, subject to regulations in Section 1161.
Hospitals.
Technology centers/office research
Mortuaries/Funeral homes, subject to regulations in Section 1115.
Senior assisted/independent living, subject to regulations in Section 1160.
Group day care homes, subject to regulations in Section 1155.
Lodging, subject to regulations in Section 1122, Section 1123, or Section 1124, as applicable.
Fitness, gymnastics, and exercise centers.
Theatres and places of assembly.
Use with a drive-through, subject to regulations in Section 1118.
Indoor commercial recreational facilities, subject to regulations in Section 1135.
Outdoor commercial recreational facilities, subject to regulations in Section 1130
Use Group 6
Automotive Uses:
Vehicle wash, subject to regulations in Section 1129.
Vehicle fueling/multi-use station, subject to regulations in Section 1126.
Dealership for sales of new or used vehicles, boats, house trailers or rental of trailers or vehicles, subject to regulations in Section 1121.

Sec. 506. - Town Center:

2. Use Groups by Category-Town Center:

Town Center Corridors
Use Group 1
Residential Uses:
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.

Use Group 2
Misc. Residential/Related Uses:
Mixed-use. Any combination of uses located in group 1, 2, 3 and 4 that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Childcare centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
Use Group 3
Office/Institutional:
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
Use Group 4
Retail, Entertainment, and Service Uses:
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.
Use Group 5
Misc. Uses:
Commercial kennels/pet day care, subject to regulations in Section 1161.
Retail over 10,000 sq./ft.
Technology centers/office research
Senior assisted/independent living, subject to regulations in Section 1160.
Group day care homes, subject to regulations in Section 1155.
Lodging, subject to regulations in Section 1122, Section 1123, or Section 1124, as applicable.
Fitness, gymnastics, and exercise centers.
Theatres and places of assembly.
Light Industrial/Warehousing.

Research and development.
Indoor commercial recreational facilities, subject to regulations in Section 1135.
Use Group 6
Automotive Uses:
Drive-through use, subject to regulations in Section 1118.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Non-Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective Date

The Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above ordinance is a true and exact copy of Resolution No. 2025-30 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 16, 2025 after first being introduced at a Regular Meeting held on December 2, 2025. The motion to approve was made by member Swanson and supported by member Eldridge. YES: Lovejoy Roe, Newman, Peterson, Swanson, Stumbo, and Eldridge ABSENT: None NO: None ABSTAIN: None

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

Published: Thursday, December 18, 2025

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE NO. 2025-513

At the Regular Meeting held on December 16, 2025, the Charter Township of Ypsilanti Board of Trustees approved the 2nd Reading of Proposed Ordinance No. 2025-513, an ordinance to amend Appendix A – Zoning, Township Zoning Ordinance of Ypsilanti Charter Township and modify the zoning districts that list Data Centers as a Permitted or Special Use in the Township. The ordinance is available in the Clerk's Office and can be viewed online at www.ypsitownship.org. If you have any questions, please call (734) 544-4000, ext 2.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

Published: Thursday, December 18, 2025, with Detroit Legal
aka Washtenaw Legal

RESOLUTION 2025-43

Authorizing the Charter Township of Ypsilanti to Sell to Purchaser UPH Ypsilanti Property LLC a Vacant Parcel Comprising 0.26 Acres Located in the Seaver Farm Property Which will be Combined with the 1.74 Acres Located at 1400 S. Huron Street

WHEREAS, the Charter Township of Ypsilanti holds title to a vacant parcel comprising 0.26 acres located in the Seaver Farm property, the legal description of which is as follows:

Land in the Township of Ypsilanti, Washtenaw County, MI,
described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West 22.98 feet and South 72 degrees 24 minutes 21 seconds West, 411.62 feet to the point of beginning; thence South 05 degrees 00 minutes 10 seconds West 120.14 feet; thence North 84 degrees 59 minutes 50 seconds West, 120.00 feet; thence North 05 degrees 00 minutes 10 seconds West, 70.19 feet; thence north 72 degrees 24 minutes 21 seconds East, 129.98 feet to the point of beginning. Containing .26 acres;

and

WHEREAS, in October of 2025 UPH Ypsilanti Property LLC hereinafter referred to as "UPH" requested of the Ypsilanti Township Assessing Department to purchase the vacant lot as described above which they intend to combine with their property located at 1400 S. Huron

Street which consists of 1.74 acres (a copy of said aerial depicting both parcels being attached hereto), and;

WHEREAS, at a regular Board meeting held on **December 16, 2025** the Ypsilanti Township Board of Trustees authorized the sale of the 0.26 acre vacant lot to Purchaser UPH which according to the “**Market Valuation Report**” prepared by Deputy Assessor Brian McCleery after receiving the certified survey from the Purchaser on **November 5, 2025** was valued at **\$50,000**, and;

WHEREAS, on the **9th** of **December 2025** Purchaser UPH by and through its member Charles Paisley signed the proposed “**Purchase Agreement**” (a copy of which is attached hereto and incorporated by reference) in which they will remit to the Township the sum of **\$50,000** in accordance with the Market Valuation Report.

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township Board accepts the Purchase Offer submitted hereto and authorizes the execution of the “**Purchase Agreement**” by Supervisor Brenda L. Stumbo and Clerk Debra A. Swanson.
2. That the Township authorizes Supervisor Stumbo and Clerk Swanson to execute all documents required by Cislo Title to effectuate the

transfer of the 0.26 acre parcel to Purchaser UPH once a closing date has been scheduled.

3. That a certified copy of this Resolution be forwarded to Cislo Title as set forth in Paragraph 23 of the Purchase Agreement.

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-38-363-003

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PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made this 16th day of December, 2025, between **UPH Ypsilanti Property LLC**, a Michigan limited liability company, whose address is 49169 Alpha Drive, Wixom, MI 48392 (hereinafter referred to as “**Purchaser**”) and the **Charter Township of Ypsilanti**, a Michigan Charter Township, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 (hereinafter “**Seller**”).

WITNESSETH:

Whereas, **Seller** owns a vacant parcel of land located in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, which parcel is identified as follows:

Land in the Township of Ypsilanti, Washtenaw County, MI,

described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West 22.98 feet and South 72 degrees 24 minutes 21 seconds West, 411.62 feet to the point of beginning; thence South 05 degrees 00 minutes 10 seconds West 120.14 feet; thence North 84 degrees 59 minutes 50 seconds West, 120.00 feet; thence North 05 degrees 00 minutes 10 seconds West, 70.19 feet; thence north 72 degrees 24 minutes 21 seconds East, 129.98 feet to the point of beginning. Containing .26 acres;

Whereas, Purchaser previously provided the aforementioned legal description pursuant to a certified survey that was performed by Nowak and Fraus Civil Engineers and provided to the Seller on **November 5, 2025** a copy of the certified survey being attached hereto and incorporated by reference and labeled Exhibit A; and

WHEREAS UPH is interested in acquiring the aforementioned parcel owned by **Seller** as set forth in the legal description of the Purchase Agreement that was obtained from the **November 5, 2025** certified land survey by Nowak and Fraus Engineers.

It is hereby agreed as follows:

1. **Description of the Property.**

Both the **Seller** and the **Purchaser** agree that the legal description of the **Property** was previously verified by Nowak and Fraus Engineers and Deputy Assessor Brian McCleery on **November 5, 2024** wherein a “**Market Valuation**” for the parcel was prepared by Deputy Assessor McCleery. This Market Valuation Report prepared by Deputy Assessor McCleery provides both **Seller** and **Purchaser** with a definitive legal description and acreage content.

2. **Purchase Price.**

The Purchase Price for the **Property** shall be **Fifty Thousand Dollars** payable by certified or cashier’s check at the closing, subject to the provisions of paragraph 7.

3. **Conveyance.**

At the closing, the **Seller** agrees to convey its legal interest in the **Property** to the **Purchaser** by a warranty deed, subject to easements and restrictions of record and rights of way of record.

4. **Title Commitment and Title Insurance.**

The **Seller** shall deliver to the **Purchaser** a title insurance commitment issued by **Cislo Title Company**, 1894 Whittaker Rd, Ypsilanti, MI 48197, certified to the **Purchaser**, within **ten (10)** days after the signing of the **Purchase Agreement** to be followed with a final title insurance policy to be issued after closing. The cost of the title insurance commitment and the title insurance policy shall be paid by the **Seller**.

5. **Title Objections.**

Once **Purchaser** has received the title insurance commitment from **Cislo Title Company** the **Purchaser** shall have **seven (7)** days to review the title shown by the commitment. If the title is not satisfactory, the **Purchaser** must give the **Seller** written notice of the deficiencies in title that must be corrected. The **Seller** shall then have **seven (7)** days to cure the defects and have the commitment reissued in a form that meets the requirements of the **Purchaser's** written notice. If the defects cannot be corrected by that date, the **Purchaser** may either waive the defects or terminate this **Agreement**, and have its Deposit refunded upon five (5) days

written notice of this election. The **Purchaser** shall pay the entire costs of the title insurance premium at the time of closing.

6. **Due Diligence/Contingencies.**

Closing shall be contingent upon the occurrence of the following:

- A. ***Purchaser's*** satisfaction with the title insurance commitment.
- B. Once **Purchaser** timely notifies **Seller** that it elects to close as herein required, the earnest money deposit shall be nonrefundable and shall be applied as a credit on the **Purchase Price** at closing. See Paragraph 7.
- C. Once **Purchaser** notifies **Seller** that it elects to close as herein required, by so doing **Purchaser** thereby affirms that it has thoroughly inspected the physical condition of the **Property**. Furthermore, by so doing **Purchaser** acknowledges that they are satisfied with and that the **Seller** has made no representations or warranties with respect to the **Property**, and that the **Purchaser** take the **Property** at closing in “*as is*” condition.

7. **Earnest Money Deposit and Termination.**

Purchaser has deposited with **Seller** the sum of **\$2,500** as a good faith deposit. Said deposit shall be deposited with the offices of the Ypsilanti Township Treasurer and deposited into an FDIC institution and shall be applied to the **Purchase Price** at closing. In the event **Purchaser**, after its

election to close, fails to consummate the transaction contemplated hereby through no fault of **Seller**, the deposit shall be forfeited to **Seller** as liquidated damages. Any and all sums deposited hereunder shall be applied or refunded as provided herein. If the **Seller** refuses or fails to close, **Purchaser**, at their option, may elect to have as its sole and exclusive remedy either specific performance of this **Purchase Agreement** or have the deposit refunded to it in termination of this **Purchase Agreement**.

8. **Taxes and Assessments.**

The **Seller** shall pay all special assessments on the **Property** that are assessed on or before the effective date of this **Agreement**. The **Purchaser** shall pay all assessments that arise after the effective date of this **Agreement**. Michigan real estate taxes on the **Property** shall be prorated to the date of closing, according to due dates, under the assumptions that taxes are paid in advance. **Seller** shall pay for all state and local transfer taxes.

9. **Closing.**

The closing shall take place within **thirty** (30) days from the date **Purchaser** notifies **Seller** of its election to close as provided in Paragraph 6C or as otherwise agreed to by the parties, but in any event, said closing shall be held prior to **January 31, 2026** unless agreed to by the parties. The closing shall be held at **Cislo Title Company**. The **Seller** shall be responsible for preparing the documents for the closing. The documents shall be delivered to the **Purchaser** for review at least **three (3)** days before the

closing. At the closing, the ***Seller*** shall sign and deliver the Warranty Deed for the ***Property*** to the ***Purchaser*** as herein described. The ***Seller*** shall pay the real estate transfer taxes. The ***Purchaser*** shall pay for the recording fees and prepare and file all recording and transfer affidavits. Both the ***Seller*** and ***Purchaser*** shall sign a closing statement memorializing the transaction.

10. **Real Estate Brokers, Third Party Claims and Attorneys Fees.**

Purchaser represents and warrants that there are no claims or amounts due for any brokerage or salesman commissions or fees or for any finders' fees in connection with the transaction set forth in this ***Purchase Agreement***. ***Seller*** likewise represents and warrants that there are no third party claims or amounts due for any brokerage or salesman commissions or fees or for any finders fees in connection with the transaction set forth, in this Purchase Agreement unless otherwise agreed to specifically between ***Seller*** and any broker. Each party further agrees to indemnify and hold and save the other party harmless from any claims or demands for commissions by persons claiming by or through such other party in connection with the transactions set forth in this ***Purchase Agreement***. These representations and warranties shall survive the closing.

11. **Notices.**

Any notice required or permitted to be given or served upon any party hereto in connection with this ***Purchase Agreement*** shall be deemed to be completed and legally sufficient:

- A. When personally delivered with written acknowledgement of receipt; or
- B. One business day following the date it is deposited with an expedited mail service company for delivery on the next business day; or
- C. By facsimile transmission; or
- D. Two business days after the date when deposited in the United States Mail, certified, return receipt requested, postage prepaid; addressed as follows:

If to Seller: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attention: Clerk Debra A. Swanson

If to Purchaser: UPH Ypsilanti Property LLC
c/o Charles Paisley, Member
49169 Alpha Drive
Wixom, MI 48392

***With a copy to
Counsel for Seller:*** Wm. Douglas Winters
McLain & Winters
61 North Huron St.
Ypsilanti, MI 48197
fax – 734-481-8909
mcwinlaw@gmail.com

12. **Possession.**

The ***Seller*** shall deliver possession of the ***Property*** to ***Purchaser*** at the time of closing.

13. **Combination of Vacant Parcel.**

Purchaser agrees to combine the vacant parcel as set forth in the legal description contained in the Purchase Agreement with the parcel owned by Purchaser located at 1400 S. Huron Street, K-11-38-280-020 and shall file all necessary documents with the Ypsilanti Township Assessing Department.

14. **Entire Agreement.**

This **Purchase Agreement** constitutes the entire agreement of the parties and all prior or contemporaneous oral or written agreements, understandings, representations and statements are merged into this **Purchase Agreement**. Neither this **Purchase Agreement** nor any provision hereon may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement is sought and then only to the extent set forth in such instrument.

15. **Governing Law.**

This **Purchase Agreement** shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

16. **Further Assurances.**

Each party shall do, execute, acknowledge and deliver all such further acts, instruments and assurances and take all such further action before or

after the closing as shall be necessary or desirable to fully carry out this ***Purchase Agreement*** and to fully consummate and effect the transactions contemplated hereby.

17. **No Third Party Benefits.**

This ***Purchase Agreement*** is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and no third party is intended to or shall have any rights hereunder.

18. **Time is the Essence.**

Time is of the essence in the performance of this ***Purchase Agreement***.

19. **Interpretation.**

This ***Purchase Agreement*** shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both ***Seller*** and ***Purchaser*** have contributed substantially and materially to the preparation of this ***Purchase Agreement***.

20. **Counterparts.**

This ***Purchase Agreement*** and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

21. **Successor and Assigns.**

This ***Purchase Agreement*** and the covenants, conditions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

22. **Captions and Pronouns.**

The section headings of the paragraphs contained herein are for convenience only and do not limit, define or construe the contents of such paragraphs. Whenever a personal pronoun is used in the neuter or gender, it shall be deemed to include masculine and feminine unless the context indicates to the contrary.

23. **Corporate Resolution.**

Simultaneous with the signing of this ***Purchase Agreement, Seller*** shall provide ***Purchaser*** and Cislo Title Agency with a certified resolution made pursuant to a duly held meeting of the Township Board of Trustees authorizing this transaction and designating the officers empowered to sign all necessary documents.

24. **Effective Date.**

The date shown on page 1 shall be the effective date of this ***Agreement.***

WITNESSED:

SELLER:

Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: _____

Charter Township of Ypsilanti
Debra A. Swanson, Clerk

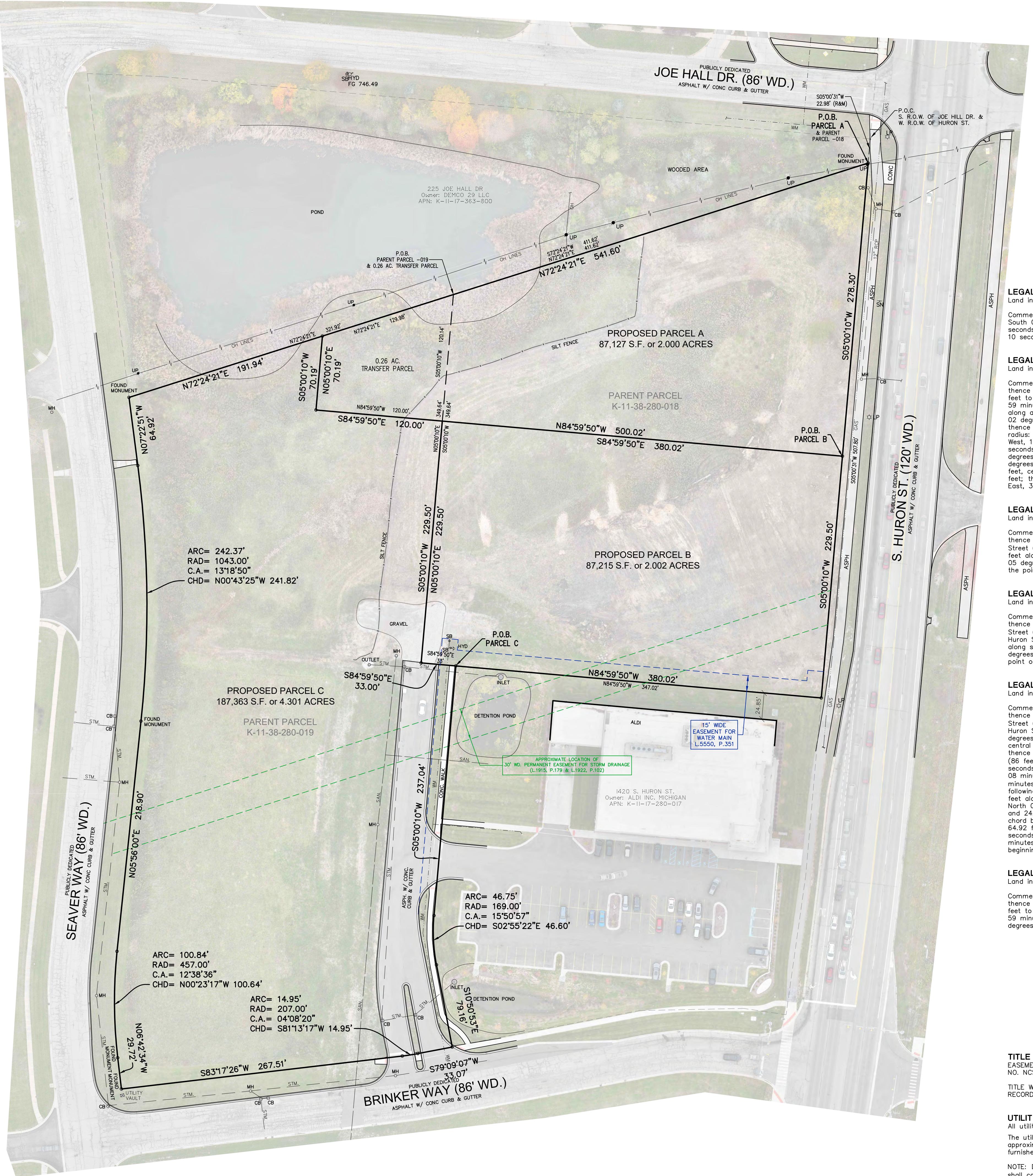
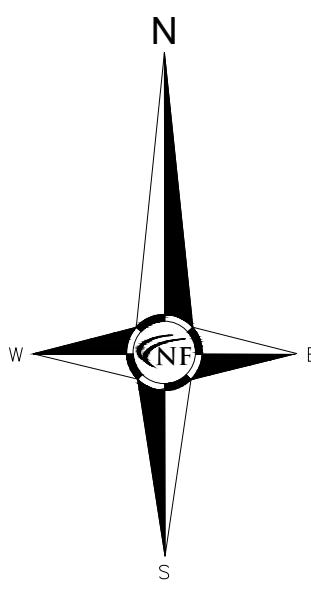
Dated: _____

PURCHASER:

UPH Ypsilanti Property LLC
Charles Paisley, Member

Dated: _____

EXHIBIT A



NF
ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS
ENGINEERS
 46777 WOODWARD AVENUE
 PONTIAC, MI 48342
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 www.nfc-engr.com

LEGAL DESCRIPTION- (PARENT PARCEL K-11-38-280-018)

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West, 22.98 feet to the point of beginning; thence South 05 degrees 00 minutes 10 seconds West, 507.80 feet; thence North 84 degrees 59 minutes 50 seconds West, 380.02 feet; thence North 05 degrees 00 minutes 10 seconds East, 349.64 feet; thence North 72 degrees 24 minutes 21 seconds East, 411.62 feet to the point of beginning.

LEGAL DESCRIPTION- (PARENT PARCEL K-11-38-280-019) (Per Tax Records)

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West, 22.98 feet to the point of beginning; thence South 05 degrees 00 minutes 10 seconds West, 507.80 feet; thence North 84 degrees 59 minutes 50 seconds West, 380.02 feet; thence North 05 degrees 00 minutes 10 seconds East, 349.64 feet; thence North 72 degrees 24 minutes 21 seconds East, 411.62 feet to the point of beginning.

LEGAL DESCRIPTION- (PROPOSED PARCEL A)

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West, 22.98 feet to a point of the Westerly right of way line of South Huron Street (120 feet wide) and the point of beginning; thence continuing South 05 degrees 00 minutes 10 seconds West, 278.30 feet along said line of South Huron Street; thence North 84 degrees 59 minutes 50 seconds West, 500.02 feet; thence North 05 degrees 00 minutes 10 seconds East, 70.19 feet; thence North 72 degrees 24 minutes 21 seconds East, 541.60 feet to the point of beginning.

LEGAL DESCRIPTION- (PROPOSED PARCEL B)

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West, 22.98 feet to a point of the Westerly right of way line of South Huron Street (120 feet wide); thence continuing South 05 degrees 00 minutes 10 seconds West, 278.30 feet along said line of South Huron Street; thence North 84 degrees 59 minutes 50 seconds West, 380.02 feet; thence North 05 degrees 00 minutes 10 seconds East, 70.19 feet; thence North 72 degrees 24 minutes 21 seconds East, 541.60 feet to the point of beginning.

LEGAL DESCRIPTION- (PROPOSED PARCEL C)

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West, 22.98 feet to a point of the Westerly right of way line of South Huron Street (120 feet wide); thence continuing South 05 degrees 00 minutes 10 seconds West, 507.80 feet along said line of South Huron Street; thence North 84 degrees 59 minutes 50 seconds West, 347.02 feet to the point of beginning; thence South 05 degrees 00 minutes 10 seconds West, 237.04 feet; thence continuing South 05 degrees 00 minutes 10 seconds West, 218.90 feet along said line of South Huron Street; thence North 84 degrees 59 minutes 50 seconds West, 380.02 feet; thence North 05 degrees 00 minutes 10 seconds East, 70.19 feet; thence South 84 degrees 59 minutes 50 seconds East, 120.00 feet; thence South 05 degrees 00 minutes 10 seconds West, 229.50 feet; thence North 84 degrees 59 minutes 50 seconds East, 380.02 feet to the point of beginning.

LEGAL DESCRIPTION- (O.26 ACRE TRANSFER PARCEL)

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

Commencing at the intersection of the Southerly right of way of Joe Hall Drive and the Westerly right of way of Huron Street, thence South 05 degrees 00 minutes 31 seconds West, 22.98 feet to the point of beginning; thence South 05 degrees 00 minutes 10 seconds West, 507.80 feet; thence North 84 degrees 59 minutes 50 seconds West, 380.02 feet; thence North 05 degrees 00 minutes 10 seconds East, 349.64 feet; thence North 72 degrees 24 minutes 21 seconds East, 411.62 feet to the point of beginning.

TITLE NOTES

EASEMENTS SHOWN OR NOTED ON THIS SURVEY FOR PARCEL K-11-38-280-018 WERE OBTAINED FROM TITLE COMMITMENT NO. NCS-1219363, WITH A COMMITMENT DATE OF APRIL 23, 2024, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY

TITLE WORK WAS NOT PROVIDED FOR PARCEL K-11-38-280-018 AND THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE SEARCH, COMMITMENT OR POLICY IS FURNISHED TO NOWAK & FRAUS ENGINEERS.

UTILITY NOTE

All utilities shown are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation along with records by others. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished from the surveyor.

NOTE: DTE has new regulations that may impact development outside their easement or the public right of way. Client shall contact DTE to determine the "New Structures and Power Line" requirements as they may apply to any future building or renovation of a structure. DTE Energy can be contacted at 800-477-4747

**CHARTER TOWNSHIP OF YPSILANTI
2025 Boards and Commissions
Appointments and Reappointments**

Resolution No. 2025-44

REAPPOINTMENTS

Planning Commission
El-Assadi, "Becky" Elizabeth

Exp. Date
12/31/2028

Zoning Board of Appeals
Eldridge, Stan
Marshall, David

Exp. Date
11/20/2028
12/31/2028

APPOINTMENTS

Joint Airport Zoning Board
Stumbo, Brenda
Yandrick, Mark

Exp. Date
11/20/2028
12/31/2028

Ypsilanti Community Utilities Authority
Stumbo, Brenda

Exp. Date
11/20/2028

I, Debra A. Swanson, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution 2025-44 approved by the Charter Township of Ypsilanti, Board of Trustees, assembled at a Regular Meeting held on December 16, 2025.

Debra A. Swanson
Charter Township of Ypsilanti



Charter Township of Ypsilanti Procurement Card Program Credit Card Policy

Revised 12-16-2025

I. Purpose:

To authorize and control the use of credit card and procurement card transactions by elected officials and employees in compliance with Public Act 266 of 1995.

II. Definitions:

- A. “Credit Card” and “procurement card” means a card or device issued under a credit card arrangement by a depository financial institution.
- B. “Credit Card agreement” means an unsecured extension of credit for purchasing goods or services from the credit card issuer that is accessed with a credit card.
- C. “Credit Card policy” means a policy adopted by resolution of The Charter Township of Ypsilanti.
- D. “Cardholder” means approved elected officials and employees who are issued a procurement credit card.
- E. Immediately means on the day of occurrence. For purchases, that means on the same day purchased Mondays through Friday and on Monday if purchased on Saturday or Sunday.

III. Authorized Person to Execute Agreement:

- A. The Charter Township of Ypsilanti Board certifies that the currently elected Treasurer and Clerk are authorized to execute/sign a Card Agreement with the Bank.

IV. Issuance of Procurement Credit Cards:

- A. The Charter Township of Ypsilanti Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Public Act 266 of 1995.
- B. This issuance should be limited to those individuals that demonstrate that this issuance will assist their ability to perform their assigned responsibilities and used specifically for the purchase of goods or services for the official business of the township and in accordance with the current Township Financial Policy.

- C. The issuance of credit cards to elected officials, department heads and employees will be authorized by a panel to include the Supervisor, the Clerk, the Treasurer, the Deputy Treasurer and the Accounting Director. The Deputy Treasurer and the Accounting Director shall be the Program Administrators who will be responsible for accounting, monitoring, and retrieval and for overseeing compliance with this policy.
- D. Credit card limits will be set by a panel to include the Supervisor, the Clerk, the Treasurer, the Deputy Treasurer and the Accounting Director. Limits will be based upon departmental necessities, not to exceed the Acts stated limits.
- E. Temporary credit card limit increases may be requested of a Program Administrator, upon approval of the related purchase order. The Program Administrator **shall** obtain approval from at least two of the full-time elected officials on the panel.
- F. The Accounting Director will provide the Board with an annual list of those employees who have been issued a credit card at the first meeting in December.
- G. All officials or employees issued a credit card will be required to sign an *Acknowledgement of Responsibilities Agreement*. See Appendix A

V. Procurement Credit Card Use:

- A. The credit card may be used for the purchase of goods or services related to the official business of the Charter Township of Ypsilanti. It **shall not** be used for any personal business.
- B. The official or employee of the issued credit card is responsible for its protection and custody and **shall** immediately notify the cardholder bank and the township Accounting Director or Deputy Treasurer if the card is lost or stolen.
- C. The official or employee issued a credit card **shall** return the credit card to the Accounting Director immediately upon the termination of his or her employment or service in office.
- D. A purchase order is required for all credit card purchases.
- E. All purchasing procedures, rules, restrictions and other general policies can be found under the Township's Financial Policy. Strict adherence to the rules will be enforced by the Accounting Director.
- F. The official or employee who uses a credit card **shall** immediately submit a copy of the vendor's credit card invoice or receipt and a copy of the purchase order to the Accounting Department.
- G. If no credit card invoice or receipt was obtained that describes the transaction, the department head **shall** submit to the Accounting Director a signed memo documenting why there is no invoice or receipt, the name of the vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, any printouts validating purchase and a copy of the purchase order.

VI. Monthly Statements:

- A. Officials and employees who are issued cards **shall** review their monthly

statements online and **shall immediately** report any discrepancies to the Accounting Director. The Charter Township of Ypsilanti has 14 days from statement date to notify the Financial Institute of any disputed items.

VII. Violations/Separation from Service

- A. Any cardholder found in violation of this policy **may** be forced to surrender the card **immediately** and **may** be subject to disciplinary actions, via the Human Resources Department, including, but not limited to:
 - a. Verbal counseling
 - b. Written reprimand
 - c. Suspension
 - d. Termination
 - e. Reimbursement to the Township for unauthorized expenditures and/or civil or criminal penalties
- B. Should an official or employee notify the Charter Township of Ypsilanti of their intent to separate from service, they are required to surrender the card **immediately** to the Human Resources Department, upon receipt of their notice to leave the Township's employment.

VIII. Program Administrators - Monitoring & Reporting

- A. The Deputy Treasurer and the Accounting Director will be the Program Administrators.
- B. The Program Administrators **shall** maintain a list of credit cards owned by the township in the Accounting Department, along with the name of the officials and employees who have been issued the credit cards, the credit limit established, the date issued, and the date returned. Each Cardholder **shall** sign the *Acknowledgement of Responsibilities Agreement*.
- C. The Program Administrators **shall** review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card invoice, receipt or a signed memo **shall** be immediately investigated. Transactions that do not appear to comply with this policy **shall** be reported to the Township Board.
- D. The Township Board **shall** be notified of credit card purchases, with descriptions. This information **shall** be presented for approval within the Statement and Checks at the second Board meeting of each month.

Appendix A: Credit Card Policy

Acknowledgement of Responsibilities Agreement

Participating Official / Employee Acknowledgment of Responsibilities:

By participating in the Charter Township of Ypsilanti Procurement Credit Card Program as a Cardholder, you assume all responsibilities pertaining to the operation of the Procurement Credit Card Program.

Please see the Credit Card Policy Guidelines for a complete list of responsibilities, which include but are not limited to the following:

- The Charter Township of Ypsilanti Procurement Card is to be used for authorized Township business expenditures only. The Procurement Card may only be used within the policies and procedures outlined for the Procurement Card program.
- The Procurement Card will be issued in the name of the employee. By accepting the Card, the employee assumes full responsibility for the card and shall be accountable for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.
- The Procurement Card must be maintained with the highest level of security. If the Card is lost or stolen, or if the Cardholder suspects the card or account number has been compromised, the Cardholder agrees to immediately notify the Bank and the Program Administrator. Oral notification is to be followed up by written and/or email confirmation within twenty-four hours.
- On a monthly basis, the Accounting Director, or the Program Administrator will receive a statement listing all activity associated with the Card and have 14 days from the statement date to notify the Bank of any disputed items. This activity will include purchases and credits made during the reporting period. While the Cardholder will not be responsible for making payments, the Cardholder shall be responsible for verifying credit card activity. This shall be turned into the Program Administrator in the accounting department as stated in the Credit Card Policy.
- Cardholder's Account shall be subject to periodic internal control reviews and audits. By accepting the Card, the Cardholder agrees to fully comply with these reviews and audits. The Cardholder shall be asked to produce the Card to validate its existence and produce all requested statements and receipts to verify appropriate use.
- No subsequent invoice should be received from the vendor related to any Procurement Card purchases.
- Misuse, including, but not limited to, personal use or unauthorized use and/or fraudulent use of the Card shall result in disciplinary action, up to and including termination and/or civil or criminal penalties.

By signing below, I acknowledge that I have read and agreed to all the terms and conditions of the document. I certify that as a participating cardholder of the Charter Township of Ypsilanti's Procurement Card Program that I understand and assume all the responsibilities listed above.

Employee Signature _____ Title _____

Name (Print) _____ Date _____

Authorized by: _____ Title _____

Name (Print) _____ Date _____

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 16**

December 16, 2025

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL FUND	Total Increase	<u>\$12,648.00</u>
---------------------------	-----------------------	---------------------------

Request to increase the budget for PTO payout at 75%. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$3,158.00
		Net Revenues	<u>\$3,158.00</u>
Expenditures:	Salary PTO Payout	101-191-708.004	\$2,933.00
	FICA	101-191-715.000	\$225.00
		Net Expenditures	<u>\$3,158.00</u>

Request to increase the budget for PTO payout at 75%. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$6,033.00
		Net Revenues	<u>\$6,033.00</u>
Expenditures:	Salary PTO Payout	101-228-708.004	\$5,604.00
	FICA	101-228-715.000	\$429.00
		Net Expenditures	<u>\$6,033.00</u>

Request to increase budget for the repair of Parks & Grounds Ford Super Duty F-250. This will be funded by insurance reimbursement.

Revenues:	Insurance Reimbursement	101-000-676.012	\$3,457.00
		Net Revenues	<u>\$3,457.00</u>
Expenditures:	Motor Pool Misc Repair	101-770-935.000	\$3,457.00
		Net Expenditures	<u>\$3,457.00</u>