



**MILTON TOWNSHIP**  
EFFECTIVE LOCAL GOVERNMENT SINCE 1850

Elizabeth Higgins-Beard, Supervisor  
Chris LeVan, Assessor  
Michael H. Drew, Highway Commissioner  
Dan Bailey, Town Clerk

Jacqueline McGrath, Trustee  
Paula McGowen, Trustee  
Larry L. Pitts, Trustee  
Stephen Siemer, Trustee

(630) 668-1616 | 1492 N. Main St. Wheaton, IL 60187 | [www.miltontownship.net](http://www.miltontownship.net)

**MILTON TOWNSHIP**

**RESOLUTION NO. 2025-R-12**

**A RESOLUTION AUTHORIZING A VEHICLE TITLE CORRECTION  
(FORD E-SERIES REFRIGERATED VEHICLE)**

**WHEREAS**, Milton Township ("Township") is an Illinois Township existing and operating pursuant to the Illinois Township Code, 60 ILCS 1/1-1 *et seq.*; and

**WHEREAS**, the Trustees of the Township (hereinafter "Town Board") constitute the governing authority for the Township and possess full power and authority to approve and pass all ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the Township was formed, in accordance with the Illinois Township Code; and

**WHEREAS**, the Township Supervisor and the Town Board are committed to ensuring the effective administration of government and responsible management of taxpayer dollars; and

**WHEREAS**, the current Administration of the Township has conducted a review, assessment and audit of various aspects of the operations of the Township; and

**WHEREAS**, the Supervisor and Town Board reviewed the Township assets, as part of an overall assessment of existing Township assets; and

**WHEREAS**, during the course of said review, a determination was made that the previous Administration inadvertently Titled a certain 2024 Ford E-Series Refrigerated Vehicle incorrectly in the name of Milton Township, as the vehicle Owner; and

**WHEREAS**, said Vehicle, which was secured through Grant Funds, was intended for use in connection with operations of the Illinois not-for-profit Corporation, the *Milton Township Food Pantry, Inc.*; and

**WHEREAS**, the *Milton Township Food Pantry, Inc.*, is an Illinois Corporation, separate and apart from the Township and is the proper Owner of said vehicle; and

**WHEREAS**, the Vehicle has been, since its acquisition, used for *Milton Township Food Pantry, Inc.*, operations; and

**WHEREAS**, the Township seeks to correct the vehicle Title to reflect the proper legal Owner of the vehicle as the *Milton Township Food Pantry, Inc.*; and

**WHEREAS**, the Township will take all necessary steps to affect the correction and transfer of the Title of the 2024 Ford E-Series Refrigerated Vehicle to the *Milton Township Food Pantry, Inc.*

**NOW, THEREFORE, BE IT RESOLVED**, by the Supervisor and the Board of Trustees of Milton Township, DuPage County, Illinois as follows:

**Section I:** That the above recitals and legislative findings contained in the preamble to this Resolution are true and correct and are hereby incorporated into this Resolution as if fully set forth herein.

**Section II:** The Town Board hereby authorizes the correction and transfer of the Title to the 2024 Ford E-Series Refrigerated Pantry Vehicle, VIN 1FDWE3FN8RDD00824, to the Illinois not-for-profit Corporation, *Milton Township Food Pantry, Inc.*

**Section III:** The Township Staff shall take all steps necessary to have the Title of said Vehicle transferred to the *Milton Township Food Pantry, Inc.*, as the Vehicle Owner of Record.

**Section IV:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section V:** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed, to the extent they are inconsistent with this Resolution.

**Section VI:** This Resolution shall be in full force and effect upon its passage and approval.

**ADOPTED AND APPROVED** by the Supervisor and the Board of Trustees of Milton Township, Illinois on this 16<sup>th</sup> day of October 2025.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstention: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Elizabeth Higgins-Beard, Supervisor

ATTEST: \_\_\_\_\_  
Dan Bailey, Township Clerk

**MILTON TOWNSHIP / MILTON TOWNSHIP FOOD PANTRY, INC.  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU" ) is entered into on the 16th day of October, 2025, ("Effective Date"), by and between **MILTON TOWNSHIP**, an Illinois Township, organized and existing in accordance with the laws of the State of Illinois ("**Township**"), with its principal Office located at 1492 N. Main Street, Wheaton, IL 60187; and the **MILTON TOWNSHIP FOOD PANTRY, INC.**, an Illinois not-for-profit corporation, ("**Food Pantry**"), independent of the Township and located in a portion of 1492 N. Main Street, Wheaton, IL 60187. The Township and Food Pantry may be referred to individually as "Party" or collectively, "Parties".

**1. PURPOSE AND SCOPE**

The Parties hereby enter into this MOU to summarize their mutual agreements relating to the allocation of space and shared resources of the Township to assist the Food Pantry to service the needs of those qualified individuals residing within the boundaries of the Township.

**2. SHARED GOALS OF THE PARTIES**

While the Parties are independent of one another and are governed by their respective Boards, the Township and the Food Pantry desire to cooperate in a cost-effective manner to provide the necessary food and food related items to those qualified individuals in need within the Township by sharing space in the Township Administrative Office, located at 1492 N. Main Street, Wheaton, IL 60187, in order to avoid the Food Pantry incurring the cost of rented space in another facility. Further, the Parties recognize the benefit of sharing certain personnel of the Township with the Food Pantry to reduce the operating cost of the Food Pantry, thereby allowing the resources to be designated to the needs of the individuals served by the Food Pantry. Certain Township resources, such as accountancy, communications, and infrastructure, as set forth herein, will be provided to the Food Pantry to advance the shared goal of assisting those in need.

**3. RESPONSIBILITIES AND OBLIGATIONS OF THE TOWNSHIP**

- A. The Township agrees to allocate space in the Township Administration Building for non-exclusive use by the Food Pantry, which space shall be determined by the Township, in consultation with the Food Pantry. The specific allocated dates and times of such non-exclusive use by the Food Pantry shall be agreed upon between the Parties and memorialized into a joint Calendar, which may be altered from time to time by the Township.
- B. The Township agrees to allocate limited Township Employee time for use by the Food Pantry, which staffing allocation shall be determined by the Township, in consultation with the Food Pantry. The specific allocated time and dates for the joint use of certain Township Employees shall be determined by the Township, based on the needs of the Township.

- C. The Township agrees to allocate limited communications and accountancy resources to the Food Pantry, as deemed necessary and appropriate by the Town Board. This includes, but is not limited to, monthly accounting for the segregated funds, annual audit, Form 990 preparation, website presence, a page in biannual newsletters, occasional social media posts and the use of the existing Township phone line, to assist the Food Pantry to discharge the duties and responsibilities for which the not-for-profit Corporation was established.

#### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE FOOD PANTRY**

- A. The Food Pantry agrees to compensate the Township for the space allocated in the Township Administration Building for non-exclusive use by the Food Pantry. The Food Pantry agrees to consult with the Township for the non-exclusive Pantry use, in order to avoid any Food Pantry operations from interfering with Township operations. The Food Pantry understands and agrees that any such space in the Township Building shall be determined by the Township. The Food Pantry agrees to provide the Township with requested dates and times of such non-exclusive use by the Food Pantry. The Food Pantry understands that said dates and/or times may be altered from time to time, by the Township.
- B. The Food Pantry agrees to utilize the allocated Township Employee time for use by the Food Pantry, exclusively for specific Food Pantry duties and tasks. The Food Pantry acknowledges that such staffing allocation shall be determined by the Township. The Food Pantry further understands that specific allocated time and dates for the shared use of certain Township Employees shall be determined by the Township, and may be altered from time to time, by the Township.

#### **5. TERMS OF UNDERSTANDING**

The term of this MOU shall be for a period of two (2) years from the Effective Date and may be extended upon written mutual agreement of both Parties. Upon execution hereof, the Parties will use diligent, good faith efforts to discharge their respective obligations hereunder.

#### **6. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the terms and conditions hereof and the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to establish a subsidiary relationship nor to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU.

If at any time either Party is unable to perform their duties or responsibilities under this MOU as required hereunder, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

## **7. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

## **8. NOTICES**

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person, by email, or by certified mail, return receipt requested, to the address set forth below or to such address that has been furnished to the other in writing.

Milton Township  
Elizabeth Higgins-Beard  
Supervisor  
1492 N. Main Street  
Wheaton, IL 60187  
[B.higginsbeard@milton.org](mailto:B.higginsbeard@milton.org)

Milton Township Food Pantry, Inc.  
Dave Sezonov  
Executive Director  
1492 N. Main Street  
Wheaton, IL 60187

## **9. GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of Illinois.

This MOU shall be signed by Milton Township and the Milton Township Food Pantry, Inc., and shall be effective as of the date first written above.

### **MILTON TOWNSHIP**

By: \_\_\_\_\_  
Name: Elizabeth Higgins-Beard  
Title: Supervisor

**MILTON TOWNSHIP FOOD PANTRY INC.**

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

Name:

Title: Milton Township Food Pantry, Board Chair