

VILLAGE OF LILY LAKE

RESOLUTION NO. 2024-46

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF SERVICES
FOR THE VILLAGE OF LILY LAKE, KANE COUNTY, ILLINOIS
(Software Training for the Clerk and Deputy Clerk)**

WHEREAS, the Village of Lily Lake, Illinois (the "Village") is a non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the "President") and the Board of Trustees of the Village (with the President, the "Corporate Authorities") are committed to ensuring that the Village operates in a safe, proper, economical and efficient manner; and

WHEREAS, to ensure that the Village can continue to operate in a proper and efficient manner, it is necessary for the Village Clerk and/or the Deputy Clerk to obtain software training (the "Services"); and

WHEREAS, the cost of the Services shall not exceed \$4,080; and

WHEREAS, the Services are necessary so that the Village Clerk and Deputy Clerk can accurately and efficiently manage the Village's accounts, finances and operations, therefore, to the extent that any bidding requirements would apply to the purchase of the Services, the Corporate Authorities hereby waive the same and find that the purchase of the Services is in the best interests of the public; and

WHEREAS, based on the foregoing, the Corporate Authorities hereby authorize and approve of the purchase of the Services as set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lily Lake, County of Kane, State of Illinois, as follows:

1. The Corporate Authorities hereby find that the recitals are full, true and correct and hereby incorporate and make them part of this Resolution.

2. The Corporate Authorities hereby approve of and authorize the purchase of the Services, provided that the cost of the Services do not exceed \$4,080. The President or his designee is hereby authorized to execute and enter into any documentation necessary to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to

carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of this Resolution.

3. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

4. That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

6. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED AND ADOPTED this 23 day of December, 2024.

Trustee	Ayes/Yeas	Noes/Nays	Absent	Abstain
Anderson	✓			
Blomberg	✓			
Butler			✓	
Conn	✓			
Ormond			✓	
Parry	✓			
President Diehl				
Totals	4	0	2	0

APPROVED by me this 23 day of December, 2024.



Kelly Diehl, Village President

Attested and filed in my office on December 23, 2024



Shannon Battersby, Village Clerk

2024-46

**AGREEMENT FOR ACCOUNTING SERVICES BETWEEN
THE VILLAGE OF LILY LAKE AND KRUEGER AND ASSOCIATES, LTD.**

This Agreement is entered into this 26th day of November, 2024, between the Village of Lily Lake, Illinois, an Illinois Municipal Corporation, 43W955 Twilight Lane Ste. A. St. Charles, IL 60175 (hereinafter referred to as "Village") and Krueger and Associates, Ltd. Tax & Business Advisory, Inc., an Illinois Limited Corporation, 103 N. State Street P.O. Box 404, Hampshire, IL 60140 (hereinafter referred to as "Krueger").

RECITALS

1. The Village is an Illinois Municipal Corporation situated in Kane County, Illinois.
2. Krueger is an Illinois Limited Corporation engaged in the business of providing accounting, tax and business advisory services as an independent contractor to individuals and corporations.
3. The Village has the authority to retain professional consultants for various services, including, but not limited accounting services.

The Village wishes to retain the services of Krueger and Krueger wishes to provide services to the Village as hereinafter described upon the terms and conditions set forth below.

IT IS THEREFORE AGREED BY THE VILLAGE AND KRUEGER AS FOLLOWS:

1. APPOINTMENT.

- a. The Village hereby appoints Krueger for professional accounting services.
- b. The appointee of Krueger is hereby appointed as the employee designated as the Village's part-time accountant for the purposes of carrying out the functions and obligations under this agreement.

2. RELATIONSHIP BETWEEN PARTIES.

Krueger is retained by the Village only for the purpose and to the extent set forth in this Agreement, and its relation to the Village during the period or periods of this Agreement shall be that of an Independent Contractor. Krueger shall be free to use such portion of its entire time, energy, and skill during regular business hours as it is not obligated to provide services to the Village in such manner as it sees fit and to such persons, firms, or corporations as it deems advisable. Krueger shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions of the Village pertaining to or in connection with any benefits, insurance, pension, bonus, profit-sharing, or similar benefits that may be provided to or available to employees of the Village. Krueger acknowledges that the Village shall not be responsible for withholding taxes, unemployment benefits, or other customary withholdings, and/or for any claims for workers compensation or unemployment benefits, for Krueger and/or any and all employees of Krueger.

3. SERVICES PROVIDED BY KRUEGER.

In consideration of the payment of the fees provided for in paragraph 4 of the Agreement, Krueger agrees to provide, on a timely basis, the following services:

- a. All professional accounting related services including, but not limited to, bank reconciliations, journal entries, accounts payable, accounts receivable, financial reporting, payroll, fund transfer, investment assistance, budget preparation, and audit preparation.
- b. Assistance with administration of other financial related programs such as the revolving loan fund, risk management, and health benefits administration.
- c. Attend scheduled regular or special Municipal meetings or other meetings only when requested by the Village Administrator.
- d. Assist in the preparation and filing of any reports, documents, resolutions or ordinances required by law to be prepared, filed, or adopted by the Village. Such as the annual appropriations ordinance, annual tax levy ordinance and treasurer's report.
- e. Provide such other related services as may be required of a municipal treasurer by law.

4. SERVICES PROVIDED BY VILLAGE.

The Village will provide Krueger for the duties described in Par. 3 above, an office and desktop computer, within the Municipal Facilities necessary and appropriate for the performance of services under this Agreement.

5. HOURS.

The Village will use Krueger on a weekly basis unless otherwise determined by the Village with consent from Krueger. The actual hours worked will be determined by mutual consent of the parties.

6. FEES.

- a. The Village shall pay Krueger a contract fee of \$68.00 per hour for all services to be rendered to the village under this agreement.

7. TERM.

This agreement shall terminate at any time with either party giving notice to other party.

8. TERMINATION.

Upon termination of this agreement Krueger shall promptly return and deliver to Village any and all Village accounting, financial, and other documents in Krueger's possession and control, whether or not said documents contain confidential information.

9. INDEMNIFICATIONS AND HOLD HARMLESS; WAIVER.

Krueger shall indemnify, defend and hold harmless the Village from any and all claims, demands, suits, judgments, and liabilities of any kind whatsoever, which may arise out of or result from the performance of its duties under this Agreement, other than any claim for payment for services rendered pursuant hereto. In addition, Krueger for itself and for any and all of its employees who may perform services hereunder waives any and all claims for unemployment benefits and/or claims for workers compensation benefits, insofar as any such claim or claims might otherwise be made or brought against the Village.

10. INSURANCE.

Krueger shall maintain policies of insurance for general liability, health, worker's compensation, accident and/or professional liability, as may be necessary or required by the Village in connection with the performance of Krueger's duties hereunder.

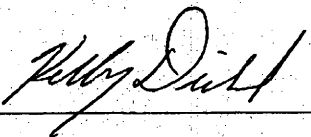
11. FEIN/SSN.

Krueger agrees and warrants that the following Federal Employer's Identification Number ("FEIN") and/or Social Security Number ("SSN") is accurate, and that the Village may rely on the accuracy of this statement in reporting any compensation paid pursuant to the terms of this Agreement: FEIN 36-4546472.

12. GENERAL PROVISIONS.

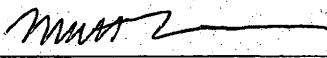
- a. This Agreement and all the rights and obligations provided for hereunder may be assigned by Krueger only under the terms of this contract.
- b. The agreement shall be governed by the laws of the State of Illinois.
- c. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired there by. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

VILLAGE OF LILY LAKE



Village President

KRUEGER & ASSOCIATES TAX
& BUSINESS ADVISORY, INC.



President

