



Kane County

KC Energy and Environmental Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

BATES, Tarver, Allan, Kiou, Penesis, Strathmann, D. Young, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Friday, April 17, 2026

9:00 AM

County Board Room

2026 Committee Goals

Pursue funding to improve energy efficiency in Kane County Government-owned buildings

- Coordinate with Building Management to track projects that qualify for funding opportunities.

Increase education and improve overall recycling in Kane County buildings

- Ensure all County-owned facilities have a commercial recycling container and that janitorial staff use those containers to consolidate generated recyclables.
- Implement an educational campaign across all departments by distributing yes/no recycling posters, short videos on common recyclables encountered in the workplace, and training on how to reduce contamination.

Community outreach to educate about the CAIP

- Identify and attend five public events.
- Create at least ten social media videos disseminating events, funding opportunities, and other educational content.
- Identify and promote solar success stories in Kane County.

Notify the Kane County Board of any relevant or emerging trends

- Bring in four new guest speakers.
-

1. Call To Order

2. Roll Call

3. Remote Attendance Requests

4. Approval of Minutes: March 13, 2026

5. Public Comment

6. Environmental (J.Wollnik)

7. Recycling/Solid Waste (C. Ryan)

A. 2025 in Review: Curbside Collection, Recycling Centers & Events

8. Sustainability (S.Hinshaw)

- A. Climate Smart Communities Initiative Grant Proposal
- B. Updated Scope of Work and Budget for Energy Audit and Rebate Program
- C. **Resolution:** Authorizing a Contract with Sustained Ability Construction for Professional Services Related to Kane County Energy Audit and Rebate Program

9. New Business

- A. Approval of Travel Expenses for Mavis Bates to Attend the NACO Conference in New Orleans in July 2026

10. Chairs Comments**11. Reports Placed On File****12. Executive Session (if needed)****13. Adjournment**



2025 in Review: Curbside, Centers & Events

E&E Committee, April 17, 2026



Clair Ryan
Kane County Recycling Coordinator
recycle@kanecountyil.gov

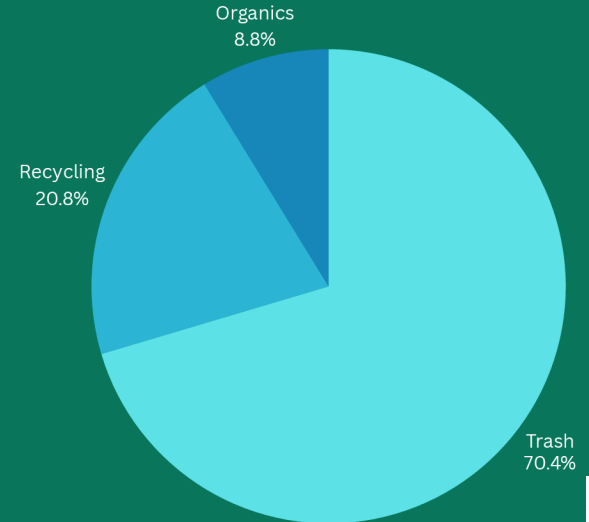


Residential Curbside Material

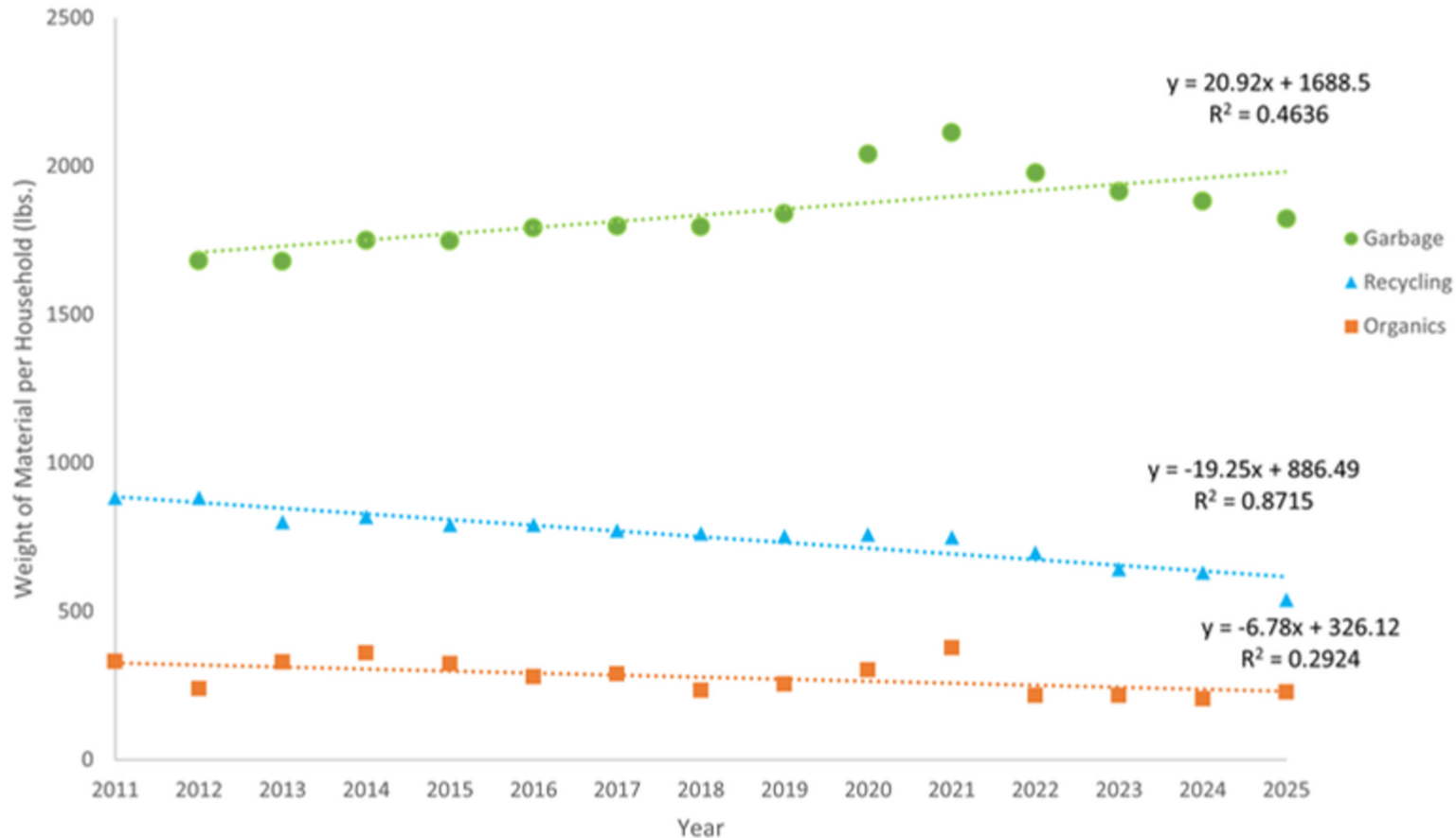
- ~196,000 households with curbside hauling service (96% thru negotiated franchise agreements)
- Total curbside material = 251,146 tons (1.28 tons per household)
- Rate of discard in 2025 = 7 lbs per household per day or 2.5 lbs per person per day
- County diversion rate of 29.6% vs. SWMP goal of 52% (Municipal Range: 14% - 35%)
- Trash = 172,534 tons = 1,532,105 cyd or 27,215 TEUs (uncompacted)
- Recycling = 51,066 tons = 789,500 cyd or 14,000 TEUs (uncompacted)
- Organics = 21,497 tons = 86,000 cyd or 1,525 TEUs (uncompacted)



~24,346 TEUs



Time Series of Materials Collected from Kane County Households through Franchised Hauling Agreement, 2011(12) - 2025



NEW: How does Kane County's Recycling Compare to the rest of the Region?

- ♻️ Using 2024 data, the team working on the Metro. Mayors Caucus found a regional curbside recycling rate of 17.1 % ; $\text{total tons recycling collected} / (\text{total tons recycling collected} + \text{total tons trash collected})$
 - ♻️ Data from 272 communities in Cook, DuPage, Lake, Kane, Will, & McHenry Counties + munis of DeKalb, Yorkville, Rockford
 - ♻️ Kane County Recycling Rate estimated at **25.1% in 2024 (22.8% in 2025)**
- ♻️ MMC Average Municipal Recycling Rate of 19.7% (sum of recycling rates calculated for each muni / 272)
 - ♻️ Kane County Average Municipal Recycling Rate of **25.1% in 2024 (22.8% in 2025)**

Kane Co's Top Curbside Recyclers (2025)



TIE between City of Geneva & City of St. Charles (28.8%)



Gilberts (27.5%)



Algonquin (26.2%)

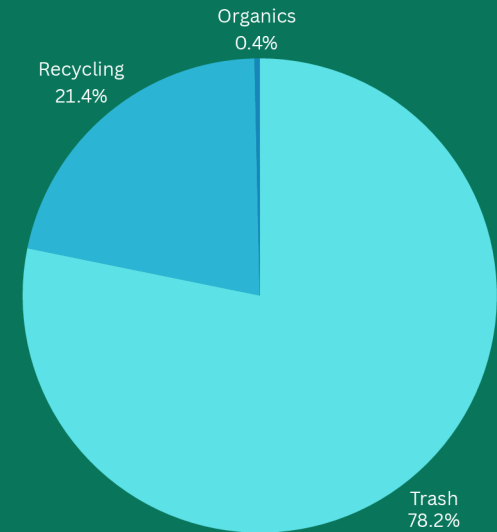


Commercial Contract Material (non-CDD)

- ♻️ 6,943 commercial accounts reported (47.2% with recycling service)
- ♻️ Total commercial discards in 2025 = 150,751 tons (21.7 tons per account)
- ♻️ Rate of discard in 2025 = 1.6 lbs. per Kane Co. resident per day
- ♻️ County diversion rate of 21.8%
- ♻️ Trash = 117,882 tons = 523,400 cyd or 9,300 TEUs (uncompacted)
- ♻️ Recycling = 32,333 tons = 293,260 cyd or 5,209 TEUs (uncompacted)
- ♻️ Organics = 536 tons = 2,143 cyd or 38 TEUs (uncompacted)



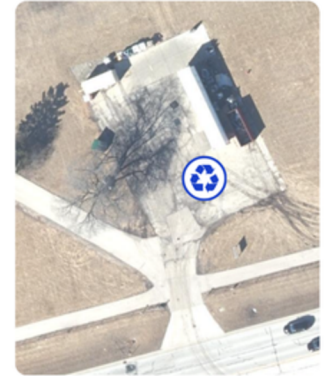
~24,346 TEUs



eWorks Recycling Centers Intake 2025

- ♻️ 413.4 total tons of material (301.5 tons in '24; +37.1%)
(equivalent weight of 33 recycling collection trucks)
- ♻️ Estimated 15,000 visits to our sites in 2025
estimated average of 55 visits/day at Fabyan
estimated average of 15 visits/day at West Dundee
- ♻️ 318.9 tons of electronics (285.5; +11.7%)
- ♻️ 37.5 tons of textiles (9; +316.7%)*
- ♻️ 13.2 tons of books & mixed paper (4.0; +230%)*
- ♻️ 34 tons of cardboard (3; +1033%)*

*likely data quality issue in 2024



2025 Recycling Events

- ♻️ 3# big events (2# shredding, 1# "Extravaganza", 8# pop-ups)
- ♻️ Total Event Impact = 91 tons (84.3 in '24; +8%)
(equivalent weight of 7 recycling trucks)
- ♻️ 27.0 tons of documents shredded (23.6; +14.4%)
- ♻️ 43.5 tons of electronics collected (43.8; -0.7%)
- ♻️ 6 tons of latex paint collected (7.1; -15.5%)
- ♻️ 8.3 tons of textiles collected (6; +38.3%)
- ♻️ 3.7 tons of books and other paper collected (3; +23.3%)
- ♻️ ~300 lbs of Styrofoam recycled (no change)
- ♻️ 2,475 lbs of bikes sent for repair & reuse (1,375; +80%)



Our Total Impact in 2025 (Inc. HHW)

571 tons!



x 45



x 2.8



Total Known Kane Co. Recycling/Diversion:

571 tons + 72,563 tons + 32,869 tons

Drop offs, events,
HHW

Residential curbside
recycling + compost

Commercial
recycling + compost

+ 10,863 tons = 116,866 tons

Private scrap metal
facilities



Information Services

- ♻️ Answered thousands of public inquiries via phone and email
- ♻️ Distributed ~15,000 Program Post Cards
- ♻️ 124,000 visits to the most popular recycling pages = 15% of all visits to the kanecountyil.gov domain
 - ♻️ Significant effort made toward addressing new ADA standards on Recycling pages
- ♻️ ~10,000 uses of Recycle Coach web widget, 4,449 material searches, 3,500 app users
- ♻️ Frequent contributions to and collaborations with Kane County Connects
- ♻️ Semi-frequent Facebook and Insta posts
- ♻️ Co-chaired first Illinois Circularity Conference in Peoria
- ♻️ Advisory Committee member for Feed the Cart



Coming Up:

- ♻️ Pop-up Recycling & "Meet Loop" @ Geneva Park District Earth Day Celebration, Sat. April 18, 11am - 1pm, Peck Farm Park
- ♻️ Presentation @ MA Center Earth Day Fest, Sat. April 25, 10:30am - 3pm @ MA Center Chicago (Elburn)
- ♻️ Tabling & "Meet Loop" @ Aurora GreenFest, Sat. May 2, 10:00am - 4pm @ 18 W. Benton St.
- ♻️ Tire Recycling for Townships and Munis, Fabyan Property, May 11-12



Questions or Comments?

Clair Ryan

Kane Co. Recycling Coordinator

o: 630-208-3841

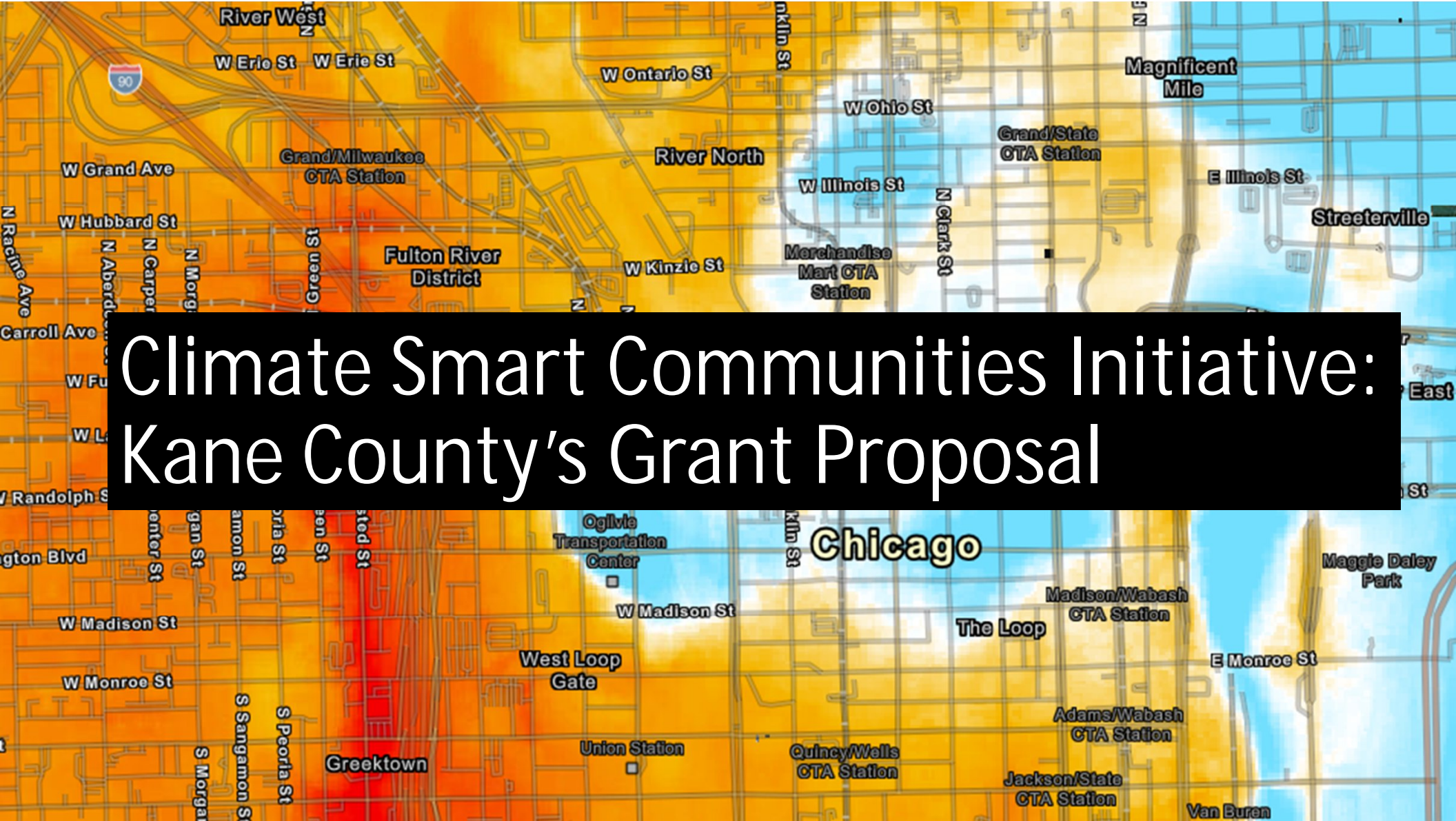
c: 224-230-7926

e: recycle@kanecountyil.gov

ryanclaire@kanecountyil.gov



*Thank
You*



Climate Smart Communities Initiative: Kane County's Grant Proposal

What is the Climate Smart Communities Initiative?

- In September 2023, the US Department of Commerce and the National Oceanic and Atmospheric Administration (NOAA) awarded \$12.7 million to a consortium of climate adaptation experts for the purpose of providing “funding and technical assistance to advance community-based climate resilience...in communities that are highly vulnerable to the impacts of climate change.”
- Grant Award Amount: \$75,000 to \$115,000



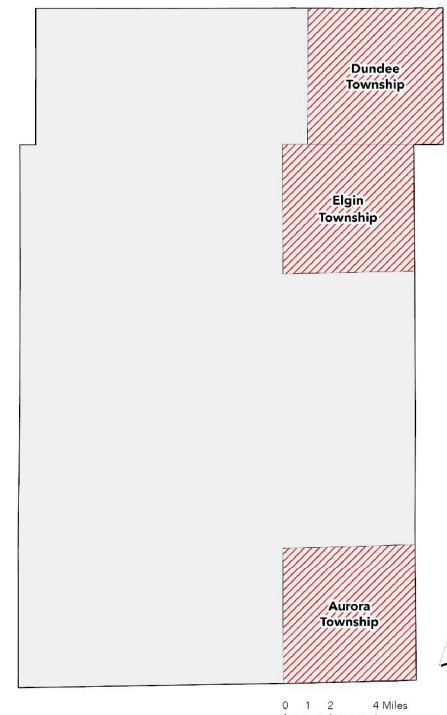
Project Proposal (If Awarded)

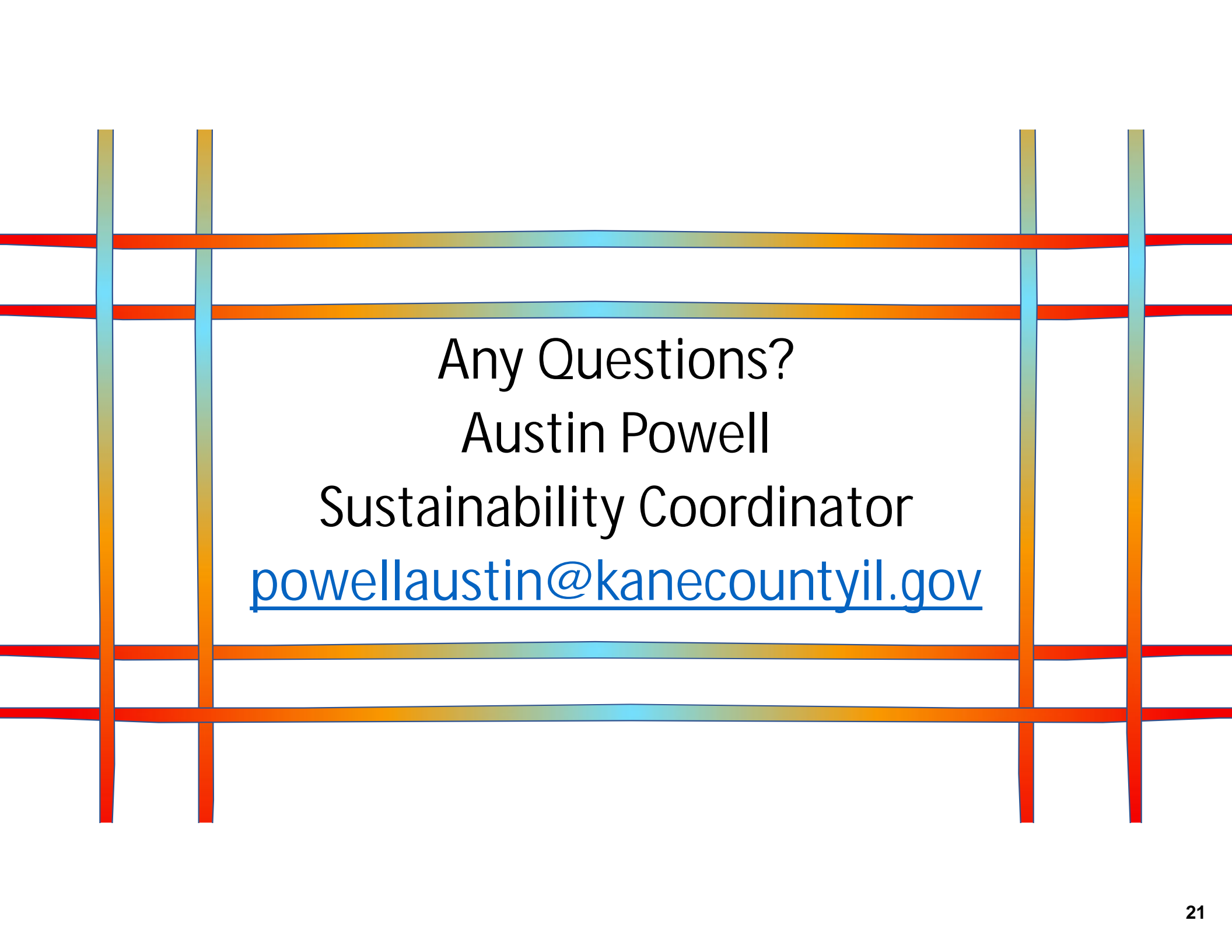
Funding Request: \$100,000

Project Partners: CAPA Strategies & Morton Arboretum's Chicago Region Trees Initiative

1. Conduct a heat-mapping study across three township boundaries (approx. 295,182 people). The map will identify where heat is distributed on a hot day.
2. The results of the heat-mapping study will be combined with county flood-mapping data and the census to form a map that identifies areas most vulnerable to flooding and extreme heat.
3. Five outreach events will be held across the study area (2 in Aurora, 2 in Elgin, 1 in Dundee). The study results will be presented to participants, with opportunities to discuss their personal exposure to hazards, identify priority sites for tree planting, and connect residents with relevant local programs.
4. Village of East Dundee will receive \$10,000 to develop a tree inventory using GIS as well as updating their Tree Management Plan.
5. City of Aurora will receive \$10,000 to expand outreach efforts related to a USDA tree grant as well as supporting local sustainability initiatives.

Kane County Proposed Heat Map Study Area





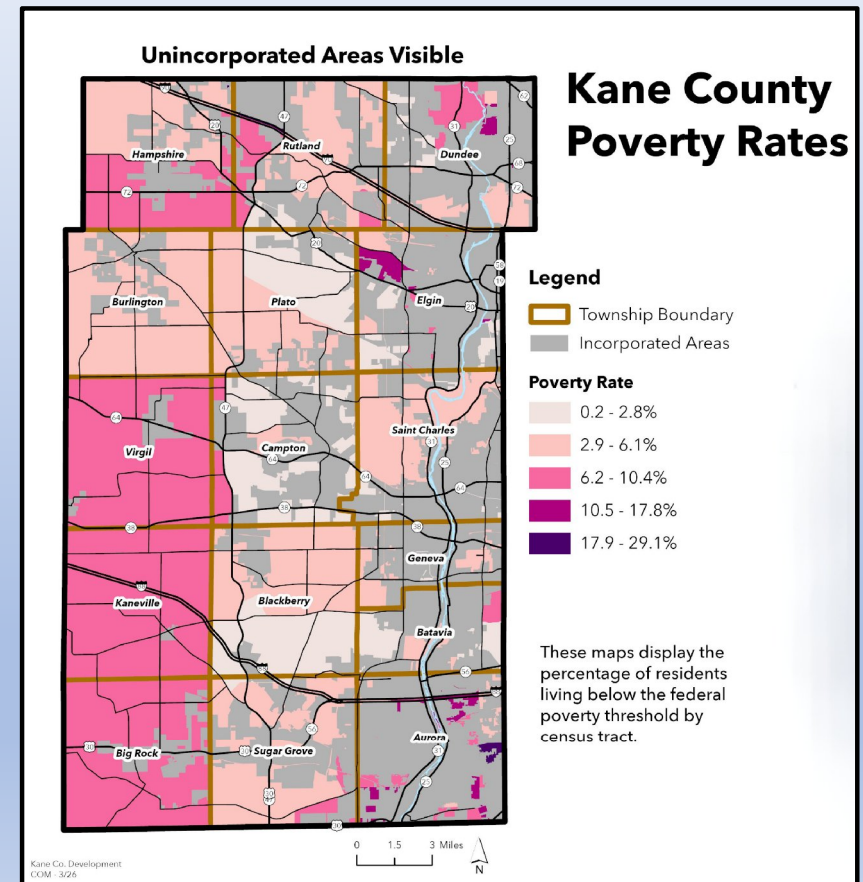
Any Questions?
Austin Powell
Sustainability Coordinator
powellaustin@kanecountyil.gov

Updated Proposal to the Energy Audit and Rebate Program



Why Energy Audits?

- March 2022: the Kane County Energy and Environmental Committee directed civic contribution funds from the Electric Aggregation program be used for sustainability-focused measures that directly benefit the community (Resolution 21-322)
- Energy Audits provide homeowners with a roadmap to save money and improve the comfort of the home.
- Professional contractors identify safety issues before making any recommendations for home improvement.
- Professional contractors will design the audit around the homeowners own context (ex: uneven temperature upstairs rather than the downstairs kitchen)
- Energy Audits can be linked to funding opportunities such as Kane County's Owner Occupied Rebate Program.



Timeline of Proposed Energy Audit and Rebate Program

- October 2025 – RFP put out to bid;
- January 2026 – Contract submitted & moved forward by E&E Committee;
- February 2026 – County Board considered and sent resolution back to E&E Committee for further consideration.
- February 2026 – Staff provided an overview of Residential Energy Audits to the E&E Committee
- April 2026 – Staff will provide comparison of different energy audits and present revised contract for discussion.



Timeline of Proposed Energy Audit and Rebate Program

- February 2026 – Staff provided an overview of Residential Energy Audits to the E&E Committee

“Energy Audits should be compliant with the federal definition in the 2022 Inflation Reduction Act and the 2025 Big Beautiful Bill”

DOE offered a list of qualified certification programs for home energy auditors that taxpayers can use to claim the Energy Efficiency Home Improvement Credit (25C Tax Credit):

- Building Performance Institute (BPI) Building Analyst Professional
- Residential Energy Services Network (RESNET) Home Energy Rater

Building Performance Institute (BPI) audits include:

1. Results of all diagnostic tests, visual, sensory inspections and a summary of the testing and their purposes;
2. Information on energy programs, incentives, regulations and energy costs relevant to prioritized recommendations for improving the home;
3. A baseline energy-use analysis;
4. Information about user- controlled changes that may reduce energy consumption and the value of energy-savings behaviors and measures;
5. Information about water efficiency and conservation strategies;
6. Recommended health and safety measures;
7. A comprehensive set of energy efficiency measures.

Board Member Questions from February County Board Meeting

- How does the audit for this program compare to audits completed by other contractors and utilities in the Chicagoland area?
- How will the households be selected? Will they be equally distributed across the County or focused in unincorporated Kane?
- How do you justify spending at least half the proposed budget on a contractor for audits rather than solely prioritizing the funding for rebates?



How does the audit for this program compare to audits completed by other contractors and utilities in the Chicagoland area?

Comparison of Audits to Building Performance Institute Standards	1.) Diagnostic Tests			2.) Relevant information on energy programs, incentives, and regulations	3.) Baseline Energy-Use Analysis	4.) Information about user-controlled changes that may reduce energy consumption	5.) Information about water efficiency and conservation strategies	6.) Recommended health and safety measures	7.) A comprehensive set of energy efficiency measures	Quality of Final Report	Overall Cost
	Combustion Safety Testing	Blower Door Testing	Thermal Imaging								
Nicor/ComEd				X		X	X			Minimal Detail	Free
Local Contractor #1	X	X			X		X	X	X	Adequate	~ \$600
Local Contractor #2	X	X	X					X	X	Adequate to Detailed	~ \$500
Proposed Program	X	X	X	X	X	X	X	X	X	Highly Detailed	~ \$1200

	Staff Certifications			
	BPI Analyst	RESNET HERS Rating	LEED AP	Energy Star Partner
Nicor/ComEd				X
Local Contractor #1	X	X	X	X
Local Contractor #2	X	X		X
Proposed Program	X	X	X	X

Percentage Alignment with BPI Standards	
Nicor/ComEd	33%
Local Contractor #1	67%
Local Contractor #2	55%
Proposed Program	100%

How will the households be selected? Will they be equally distributed across the County or focused in unincorporated Kane?

1. General Information
 - How old is the home?
 - What is the square footage of the home?
 - What types of heating and cooling does your home use?
2. Have any energy efficiency improvements been made in the last 10 years?
 - Ex: HVAC, insulation, water heater, windows
3. Safety
 - Do you know of any asbestos or mold inside the home?
 - Do you know of any water leaks?
4. What are your major concerns with the home?
 - Ex: Uneven heating, moisture, drafts, etc.
5. Based on the results of the energy audit, do you plan to make energy efficiency improvements to your home?
 - If yes, how much would you plan to spend on improvements?

Topic	Value	Points	1	2	3	4	5
Occupants	1= 1, 5 or more = 5						
Attic	Attic = 5, Not sure = 3, No = 1						
Basement	Mostly unfinished = 5, Mostly finished = 2, No = 1						
Crawl	Yes Unfinished = 5, Yes Finished = 2, No = 1						
Improve plan	Yes = 5, Maybe = 3, No = 1						
Improve Budget	Over 20K = 5, Between 5-20K = 4, Under 5K = 3, 0 = 1						
			Total Points				

How do you justify spending at least half the proposed budget on a contractor for audits rather than solely prioritizing the funding for rebates?

Educating Residents

- The proposed program applies the Energy Efficient Home Improvement Credit's (25C) original intent of offering a financial incentive, which allows homeowners to make incremental improvements to their home's energy efficiency. By offering an energy audit at the beginning of the home improvement process, residents will have a roadmap that helps them learn about their home and to strategize which energy efficiency improvements are financially feasible for years to come.

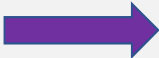
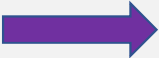
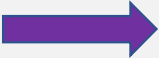
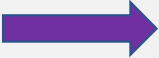
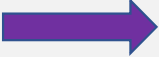

Ensures High Quality Work from Start to Finish

- While a program that only offers rebates to residents would in theory be a more efficient use of \$100,000, that efficiency comes with the assumption that the homeowner understands what energy efficiency improvements need to be made, can perform those home improvements themselves (DIY) or hire a contractor to complete the work, all while knowing Kane County will offer a rebate dependent on their economic status (\$850 or \$2000).

Staff Capacity

- Environmental & Water Resources staff do not possess the qualifications or training to conduct a thorough energy audit. Staff can conduct research and provide the public with information that informs them about the benefits of energy audits and energy-efficient improvements to the home, but staff cannot replace the quality of a trained contractor. Furthermore, each homeowner receiving a rebate must be approved as a qualified vendor, increasing the workload of staff across several departments.

Scope of Work and Budget Changes

Proposed Project Changes			
	February 2026		April 2026
Number of Audits	25		30
Cost per Audit	\$1,200		\$1,200
Project Management	\$20,000		\$24,000
Software Costs	\$15,000		\$0 (Not Included)
Rebate Amount	\$35,000		\$40,000

Contract Breakdown

Sustained Ability Construction Proposed Contract per Year		
Year 1	\$12,000 Project Management + \$18,000 Audits	Total: \$30,000
Year 2	\$12,000 Project Management + \$18,000 Audits	Total: \$30,000
<u>2-Year Contract Total:</u> \$36,000 (30 Audits) + \$24,000 (Project Management) = \$60,000		

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that forty thousand dollars (\$40,000) be allocated from Fund 421 for direct rebates for Energy Efficiency and Safety Measures for participants of the Energy Audit program to reduce household energy consumption, lower utility bills and improve indoor comfort and safety.

Passed by the Kane County Board on May 12, 2026.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract with Sustained Ability Construction for Professional Services Related to Kane County Energy Audit and Rebate Program

Committee Flow:

Energy and Environmental Committee, Executive Committee, County Board

Contact:

Sarra Hinshaw- HinshawSarrah@KaneCountyIL.gov

Budget Information:

Was this item budgeted? Yes.	Appropriation Amount: \$1000,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Fund 421 Civic Contribution Fund	

Summary:

This resolution establishes support for energy audits and the implementation of a Climate Action Plan to help residents reduce energy use and lower utility costs. The Kane County Energy Audit and Rebate Program will use \$100,000 from Fund 421 to directly benefit unincorporated Kane County residents by providing energy audits and rebates to facilitate the energy improvements.

CONTRACT FOR PROFESSIONAL SERVICES

RFP# #25-047-DH

Agreement for Energy Audits

This agreement is entered into and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** (the “**County**”), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and (Sustained Ability Construction, LLC) (the “**Consultant**”). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to perform energy audits for residents for Kane County Government located in Geneva, IL. The purpose of the contract is to help the County meet its Climate Action Implementation Plan goals by making home energy efficiency easier and more affordable for residents.

§ 2. Scope of services

The services to be provided by the Consultant (the “**Work**”), are set forth in **Exhibit 2**.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof June 1, 2026 and continue, unless earlier terminated in accordance herewith, two (2) years, with a mutual option for three (3) additional 1-year renewal periods,

§ 4. Relationship of parties

The Consultant will serve as the County’s professional engineering consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

(a) The County will pay the Consultant an amount not to exceed (\$60,000) for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of the total of all previous invoicing up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 1**. The County will pay each such invoice within 30 days of its receipt.

(b) The attendance of the Consultant at meetings of the Kane County Board and its various committees and subcommittees is not included in the amounts set forth above.

For each such meeting at which the Consultant's attendance is required by the Development Committee of the Kane County Board (the "**Committee**"), the Consultant will be paid per the hourly rates set forth in Exhibit 1.

§ 6. Time for completion of the work

The Work will be completed no later than June 2028.

§ 7. Terms and conditions

(a) The Director of the Kane County Department of (Environmental and Water Resources) (the "**Director**"), or their written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.

(b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 2**. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 1**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.

(c) The County may, anytime and without cause, upon a 30-day notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 30 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.

(d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.

(e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 8. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 9. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 10. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

§ 11. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- (a) Professional Liability \$2,000,000 per claim;
- (b) General Liability \$2,000,000 combined single limit (or equivalent);
- (c) Automobile Liability \$1,000,000 combined single limit (or equivalent);
- (d) Excess Liability \$2,000,000 each occurrence; and
- (e) Workers Compensation Statutory Worker's Compensation Insurance, including occupational disease with Employer's Liability limit shall be in compliance with limit of the State of Illinois.

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

§ 13. No subcontracts without County Consent

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 14. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent via email, or by first class mail, postage prepaid to the Kane County Department of (Environmental and Water Resources), attention (Jodie Wollnik), Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134. WollnikJodie@kanecountyil.gov

Notice via fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 15. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this

agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.

(f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.

(g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

The County of Kane

Sustained Ability Construction, LLC

Corinne Pierog MA, MBA
Chairman, County Board
Construction, LLC

Craig Schneider
Owner of Sustained Ability

Date

Date

EXHIBIT 1

(Hourly Rates)

This estimate outlines the hourly cost of services, tasks, deliverables, and responsibilities for **Sustained Ability Construction, LLC** (the “Consultant”) in providing services for the **County of Kane** (the “County”).

A Project Management cost of \$24,000 (24%) will be billed at a flat rate as outlined in the Scope of Work document to Sustained Ability Construction, LLC for management services such as planning program with staff, communication with participants and conducting QA process as well as:

- 1) Presenting the program at a County Board Meeting; and
- 2) Zoom calls and in person meetings with County staff in 2026, 2027, 2028.

A total of \$36,000 (36%) will be billed at a flat rate as outlined in the Scope of Work document to Sustained Ability Construction, LLC for administration for performing energy audits and providing reports to participants.

Payment of management costs will be paid in one lump sum. Sustained Ability Construction, LLC will provide a monthly invoice and payment of \$1,200 per completion of audits will be administered.

EXHIBIT 2

(The Work)

Scope of Work

The Energy Auditor shall provide energy audits for 18 Kane County residents with household incomes above 80% of Area Median Income (AMI) and 12 residents with household incomes below 80% of AMI. Services shall include, but are not limited to:

- (a) Scheduling and conducting in-home residential energy audits
- (b) Identification of cost-effective energy efficiency improvements
- (c) Preparation and delivery of written audit reports summarizing findings and recommended upgrades
- (d) Follow-up phone call with residents for answering questions

Timeline

The Energy Auditor shall perform the work according to the following general timeline, unless otherwise modified in writing by the Parties:

- (a) **Program Launch:** Summer of 2026
- (b) **Selection of participants:** The program will be open for applicants for 6 weeks and County Staff and Sustained Ability Construction, LLC will determine within 2 weeks.
- (c) **Contact with customers:** County Staff will contact residents initially and determine their eligibility based on proof of income. Afterwards, Sustained Ability Construction, LLC should contact residents within 2 weeks after they are selected to start the scheduling process.
- (d) **Energy Audits:** Audits should be performed at the convenience of the homeowner and Sustained Ability Construction, LLC and completed no later than June 2028.
- (e) **Audit Reports:** Delivered to participating households within 30 days of audit completion.

Eligibility Requirements

The Energy Auditor understands that to be eligible to participate in the Program, residents must meet all of the following requirements:

- (a) Be a resident of unincorporated Kane County

- (b) Own and occupy the residence where the energy audit will occur. If you rent the property, the owner can apply on your behalf.
- (c) Applicants must provide income information demonstrating they are below 80% AMI for the Chicago-Joliet-Naperville, IL HUD Metro FMR Area.

Household Size	Area Median Income Limits 2025
	80%
1	\$67,150
2	\$76,750
3	\$86,350
4	\$95,900
5	\$103,600
6	\$111,250
7	\$118,950
8	\$126,600

Audits cannot be completed until County staff has verified the above criteria.

County Survey

After the energy audits are completed, the County will contact the resident and ask them to complete a survey regarding program feedback and questions regarding the type of energy improvements they plan to conduct. Results will be shared with Sustained Ability Construction, LLC.

Budget Breakdown

Number of Units	Type of Service	Applicable	Dollar Amount
30	Project Management: Planning program with staff, communication with participants, conducting QA process etc	SAC	\$24,000
30	Energy Audits (Total)	SAC/Resident	\$36,000

