

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 8, SERIES 2026**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH TANKO LIGHTING FOR STREETLIGHT SYSTEM SUPPORT**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Town Council Purchase Authorization Form; and

WHEREAS, the Town Council of the Town of Timnath has adopted a strategic goal to acquire all streetlights in Timnath; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

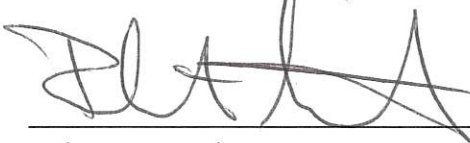
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$145,000 is hereby approved, authorized, and ratified for the streetlight system support subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Public Works Director, Town Engineer, Legal Counsel, and other applicable staff or consultant is hereby approved, authorized, and ratified. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultants. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 13, 2026.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor



ATTEST:

Milissa Peters-Garcia

Milissa Peters-Garcia, MMC

Town Clerk



Town Council Purchase Authorization

Date:	January 6, 2026				
Vendor:	Tanko Streetlighting, Inc.				
Department:	Public Works				
Project:	2026 Streetlight System Support				
Description:	The Town has been working with Tanko Streetlighting over the course of the last year on a feasibility study to determine the potential for acquiring all streetlights in Town. Approximately one third of all streetlights in the community are owned by Xcel Energy, one third are owned by Poudre Valley REA (PVREA), and the remaining one third are owned by the Town. The intent of this strategic plan goal is to acquire all Xcel and PVREA streetlights, so they are under the ownership and control of the Town.				
Is this purchase more than \$100,000?	<u> X </u>	Yes	<u> </u>	No	
Was a competitive bid completed	<u> </u>	Yes	<u> X </u>	No	
<i>Logical Follow-On - See Attached Justification for Limiting Competition</i>					
Is this purchase of Real Estate or Land	<u> </u>	Yes	<u> X </u>	No	
Is this the purchase of Public Art	<u> </u>	Yes	<u> X </u>	No	
Is this for a purchase that will exceed the approved budget	<u> </u>	Yes	<u> </u>	<u> X </u>	No
Advantages:	Approval of the agreement will facilitate the acquisition of all streetlights by the Town and help the community realize significant ongoing cost savings while seeing a higher level of service.				
Description	Budget	Expenditures to Date	Additional Budget Requested	Requested Purchase Amount	Budget Remaining
Streetlight Support (400-500-7515)	\$ 500,000.00	\$ -	\$ -	\$ 145,000.00	\$ 355,000.00
					\$ -
					\$ -
					\$ -
Financial Impact:	The amount of the contract with Tanko Streetlighting is \$145,000. This amount is included in the 2026 budget.				
Recommendation/Justification:	Staff recommends approval of 2026 Streetlight System Support.				

Justin Stone

01/06/2026

Requesting Department Signature

Date

Lisa Balfandi

01/06/2026

Finance Director Signature

Date

A. Adams

01/06/2026

Aaron Adams (Jan 6, 2026 09:57:28 MST)

Town Manager Signature

Date

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES
(Streetlight System Support)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 15th day of January, 2026 (the “Effective Date”), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and TANKO STREETLIGHTING, INC. (the “Contractor”), a Colorado Corporation, in good standing with the Colorado Secretary of State. The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to the Timnath Home Rule Charter and state law;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement (*see Exhibit A*);

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall perform the scope of services described in **Exhibit A** (the “Scope”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope specified in **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town through written Amendment.

2. TERM.

This Agreement shall be effective as of January 14, 2026, and shall expire on December 31, 2026, unless earlier terminated pursuant to Section 17, *Termination*.

3. ADDITIONAL SERVICES.

The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written Amendment to this Agreement executed by an authorized representative of the Town and the Contractor. Additional services outside of the original Scope may not be performed unless the Town has appropriated funds sufficient to cover the additional compensable amount and distributed a fully executed copy of the Amendment incorporating the additional services into the Scope.

4. REPAIRS, CLAIMS AND SAFETY.

a. Repairs. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment.

b. Claims. The Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

c. Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Scope, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor represents it has ascertained: (i) the nature and location of the Scope; (ii) the configuration of the ground on which the Scope is to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Scope; (iv) the general and local conditions pertaining to the Scope; and (v) all other matters which in any way may affect the performance of the Scope by the Contractor.

b. The Contractor represents that it has the capacity, professional experience and skill to perform the Scope in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If the Contractor's performance of any portion of the Scope does not meet this standard, the Contractor shall, at the Town's request, re-perform the portion of the Scope not meeting this standard without additional compensation.

c. The Contractor shall use reasonable commercial efforts to perform and complete the Scope in a timely manner. If performance of the Scope by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the type of services are expected to change, the Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

d. The Contractor agrees that it has and will comply with all applicable Federal, State, and local laws while performing the Scope under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town.

f. Review, acceptance or approval by the Town of the Scope performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Scope or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Scope shall be as follows:

1) TOWN TO PAY CONTRACTOR The Town shall pay the Contractor, in accordance with **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. The Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer

Identification Number and Certification) (“W-9”). No payments will be made to Contractor until the completed W-9 is provided.

b. Invoices. Invoices for the Scope shall be submitted for services rendered in accordance with the agreed upon schedule in **Exhibit A**. Invoices shall contain the following information:

- i. An itemized statement of the Scope performed.
- ii. Reference to the Purchase Order (PO) number distributed by the Town.
- iii. Any other reasonable information needed to process payment of the invoice.

7. PAYMENT TERMS.

a. Payment. Payment for the Scope shall be made by the Town within thirty (30) days of receipt a timely, satisfactory and detailed invoice in the form required by Section 6, *Compensation and Invoices*. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at ten (10) percent per annum.

8. INDEPENDENT CONTRACTOR.

The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees, subcontractors, agents, or representatives as employees or agents of the Town. The Town shall not be obligated to secure or provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, agents, or representatives. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. The Contractor is responsible for complying with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker’s Compensation Laws, Immigration Laws and OSHA-type laws, and providing all required benefits and coverages to its employees, subcontractors, agents, and representatives.

9. EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY.

This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

10. CONTRACTOR’S INSURANCE.

a. It is the responsibility of the Contractor to acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**. This includes coverage requirements under the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101, *et seq.*

b. If the Contractor subcontracts any portion(s) of the Scope, said subcontractor(s) shall be required to acquire and maintain, at its sole cost and expense, insurance coverage required by all applicable Federal, State, and local laws in amounts satisfactory to the Town and the Contractor, not to exceed the minimum amounts required of the Contractor.

c. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

d. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, which is identified by the Town as confidential information or consists of personal identifying information (PII) per section (b) below, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of this subsection.

b. Personal Identifying Information. During the performance of this Agreement, the Town or its residents/customers may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in C.R.S. § 24-73-103(1)(a); an employer, student, or military identification number; or a financial transaction device, as defined in C.R.S. § 18-5-701(3). In compliance with C.R.S. § 24-73-102, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of the Scope.

12. TECHNOLOGY STANDARDS.

a. Artificial Intelligence. The Contractor certifies that it has implemented and is in material compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI technology, including for: (i) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability; and (ii) identifying and mitigating bias in AI Technology during performance of the Scope. In addition, the Contractor's management has oversight and approval over its collection and use of AI Technology, including the development, implementation, and provisioning of AI Technology. The Contractor confirms it is in compliance with all laws applicable to the Contractor's development, implementation, and provision of AI Technology, including without limitation C.R.S. §§ 6-1-1701, *et seq.*

b. Accessibility. The Contractor certifies that any information and communication technology (ICT) provided to the Town under this Agreement is in compliance with the accessibility requirements of C.R.S. §§ 24-85-103 and the current non-draft version of the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA criteria. The Contractor shall furnish to the Town a Voluntary Product Accessibility Template (VPAT) or other documented proof of compliance with the above specified standards for all ICT furnished by the Contractor to the Town under the Scope. The Contractor agrees to hold harmless and indemnify the Town and assume liability for any costs, claims, damages, liabilities, court awards, attorney's fees and related costs, or expenses incurred by the Town due to the Contractor's failure to comply with these accessibility standards. The Contractor certifies that it will maintain the accessibility standards of ICT provided under the Scope, and will be responsible for remediation of any ICT that becomes non-compliant or is found to be non-compliant with these standards during performance of this Agreement.

13. OWNERSHIP OF DOCUMENTS.

All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the

Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such documents involved in the Scope for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

14. LIENS AND ENCUMBRANCES.

The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Scope contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon or upon any other real property or improvements in connection with any portion of the Scope performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Scope. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Scope at such time or times and in such form as may be reasonably requested by the Town.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and its directors, officers, contractors, employees, agents, and consultants ("Town Indemnitees") from any and all damages—including property loss, personal injury, or death—and from any claims, liabilities, actions, or expenses (including reasonable legal fees) arising directly or indirectly from the Contractor's or its subcontractors', officers', agents', or employees' errors, omissions, negligence, willful misconduct, or criminal acts in connection with this Agreement or its performance. This indemnity does not apply to damages caused by the Town's or other Town Indemnitees' negligence. Except as limited by law, this obligation is not restricted by any cap on damages or benefits under workers' compensation or similar laws, though the Contractor is not liable for special, consequential, or punitive damages. The Contractor shall, at its own expense, obtain any additional insurance it deems necessary to fulfill these indemnity obligations.

b. Contractor shall indemnify, defend, and hold harmless the Town Indemnitees from any claims or liens for labor or materials used in performing the Contractor's Scope, including related costs, damages, and reasonable attorney's fees. Upon written demand, the Contractor must promptly remove any lien or legal action affecting the Town's property. If the Contractor fails to do so, the Town may take action to remove or dismiss it, with all associated costs and legal fees immediately payable by the Contractor or deducted from any amounts owed under this Agreement.

c. This indemnity coverage shall also cover the Town's defense costs in the event that the Town, in its sole discretion, elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this section within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. This indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the CGIA.

16. SUBCONTRACTORS.

The Contractor is solely and fully responsible to the Town for the performance of the Scope in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. Assignment of a subcontractor shall not release the Contractor of its duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any portion of the Scope without

prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for the Scope rendered prior to the date of any such termination.

17. TERMINATION.

Either Party may terminate this Agreement with or without cause upon providing the other Party with thirty (30) day written notice in accordance with Section 19, *Notices*. Such notice shall not be required for automatic expiration under Section 2, *Term*. The Town may immediately terminate this Agreement if it finds that the actions or inactions by the Contractor pose a risk to health, safety and welfare of residents or participants in the Scope.

If this Agreement is terminated, the Contractor shall be paid for the Scope satisfactorily performed prior to the designated termination date, including reimbursable expenses due in the normal course of business pursuant to this Agreement.

18. DEFAULT.

If either Party is found to be in default of the terms of this Agreement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, per Section 19, *Notices*. If any default is not cured within ten (10) days of such notice, or the agreed upon timeframe if longer, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement in accordance with Section 17, *Termination*.

19. NOTICES.

Any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, sent by certified mail, return receipt requested, or sent electronically via email. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service or sent via email. Either Party may designate additional persons to whom notices will be given or change the address to which such notice will be given at any time by giving written notice in accordance with this section. Such notices will be given to the Parties at their addresses set forth below.

To the Town: Timnath Public Works Director
4750 Signal Tree Drive
Timnath, Colorado 80547
jstone@timnathgov.com

With copy to: Timnath Procurement and Contract Specialist
4750 Signal Tree Drive
Timnath, Colorado 80547
smas@timnathgov.com

AND

Timnath Town Attorney
4750 Signal Tree Drive
Timnath, Colorado 80547
csteffl@dietzedavis.com

Contractor: Tanko Lighting
Attn: Jason Tanko
220 Bayshore Blvd.
San Francisco, CA 94124
jason@tankolighting.com

20. AUDITS/RECORDS.

The Town shall have the right to review or audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records). The Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after expiration or termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved questions or disputes regarding any item pertaining thereto.

21. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Scope, and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

b. Assignment. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town.

c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

d. No Waiver. A waiver of any provision in this Agreement shall not waive any other provision, nor shall such waiver constitute a continuing waiver unless expressly provided in this Agreement, nor shall the waiver of one default be deemed a waiver of subsequent defaults.

e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.

f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

g. Litigation. At the Town's request, the Contractor shall agree to be joined in litigation involving the Town and third parties related to the Scope or this Agreement, without being construed as an admission of fault or liability. The Contractor is not responsible for delays beyond its control, including Acts of God, accidents, regulatory delays, or the Town's failure to provide timely information or approvals.

h. Good Faith of Parties. The Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay performance.

i. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of the Town pursuant to this Agreement involving the expenditure of funds are subject to annual budgeting and appropriations.

j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town including without limitation immunity pursuant to the CGIA.

k. Negotiated Provisions and Priority. This 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 by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable.

m. No Third-Party Beneficiaries. Only the Parties to this Agreement may enforce its terms or bring related claims; no third party has any rights under this Agreement. Any third party receiving services or benefits under this Agreement is considered an incidental beneficiary only.

n. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-202, *et seq.*

o. Tax Exempt Status. The Town is exempt from Colorado State sales and use taxes, and these taxes shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. The Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

p. Warranty. The Contractor guarantees that all workmanship, materials, and equipment furnished, installed, or performed for the Scope will be new and of good quality, unless otherwise required or permitted by this Agreement. The Contractor warrants that work will conform to all requirements of this Agreement, and all other applicable laws, ordinances, codes, rules and regulations having jurisdiction over the work. All completed work is subject to the Town's satisfaction and acceptance. Payments for completed work will not constitute final acceptance or relieve the Contractor of its obligation to correct defects. The warranties set forth in this Agreement are in addition to any others prescribed by Colorado law.

[Remainder of page intentionally left blank. Signature page follows].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado


Aaron Adams (Jan 15, 2026 15:44:42 MST)

Aaron Adams
Town Manager

ATTEST:



Milissa Peters-Garcia, MMC and CMC
Town Clerk

CONTRACTOR:

Tanko Streetlighting, Inc.


Jason Tanko (Jan 15, 2026 11:31:55 PST)

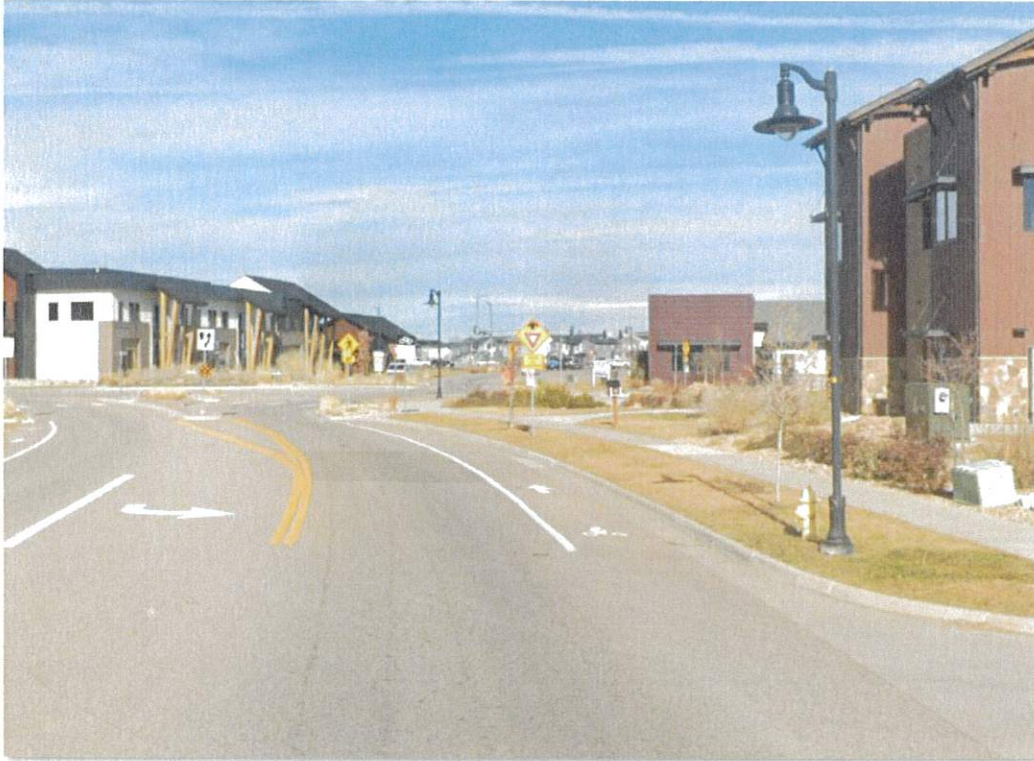
Jason Tanko
Chief Executive Officer

Signature Page to Independent Contractor Agreement for Streetlight System Support Services Agreement with the Town of Timnath and Tanko Lighting, dated January 15, 2026

EXHIBIT A

SCOPE OF SERVICES

The attached Contractor's proposal shall constitute the Scope of Services.



TankoLighting

PROPOSAL TO THE TOWN OF TIMNATH, CO STREETLIGHT SYSTEM SUPPORT PROJECT

Submitted by:

Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Boulevard
San Francisco, CA 94124

Submitted to:

Earl Smith
Sr. Civil Engineer
Town of Timnath
esmith@timnathgov.com

Date Submitted:

October 13, 2025

Tanko Lighting
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COVER LETTER

October 13, 2025

Earl Smith
Sr. Civil Engineer
Town of Timnath
esmith@timnathgov.com

Dear Mr. Smith,

Tanko Streetlighting, Inc. ("Tanko Lighting") appreciates the opportunity to submit this proposal to assist the Town by conducting a streetlight system support project.

Tanko Lighting is the only nationwide firm focused solely on providing professional services for turn-key municipal streetlight energy efficiency and ownership projects. Our experience has been developed from our more than 300 contracts in 31 states with 55 utilities, representing more than 984,000 streetlight fixtures.

As you know, we previously worked with the Town to determine whether streetlight ownership was feasible. Based on our analysis, we recommended that the Town should pursue acquisition of the streetlight system from its utilities. This proposal provides the next phase of support to ensure the Town is properly prepared to own and operate the streetlight system.

We believe our qualifications and experience will result in a comprehensive and informative project for the Town.

Please let us know should you have any questions. We look forward to your feedback.

Regards,



Jason Tanko
Chief Executive Officer

Enclosures

COMPANY PROFILE

Our History: For more than 20 years – since 2003, Tanko Lighting has assisted municipalities with their streetlighting needs and is a national firm solely focused on providing professional services for turn-key municipal streetlighting projects. In our early days, we focused on re-manufacturing High Pressure Sodium (HPS) fixtures, providing a cost-effective waste diversion strategy by rebuilding existing fixtures to be re-deployed back into the field. This kept costs low and was a better option for clients than buying new streetlights. However, with the advent of Light Emitting Diode (LED) technology, we realized that we could no longer compete with commodity-priced and energy efficient LED streetlight fixtures. Thus, in 2011, we shifted our business model to focus on services to help municipalities comprehensively upgrade their streetlight systems to the most energy efficient and municipal-owned options.

“Tanko Lighting’s... vast experience with technical aspects of streetlight infrastructure [has] been incredibly helpful. The City has especially appreciated Tanko’s guidance, ability to augment the City’s existing resources and their professionalism while working alongside City staff.”

Eric Eddy
Assistant City Manager
City of Centennial, CO

Our project in Centennial, CO.

Our Qualifications: We are the only national firm with more than twenty years of experience focused exclusively on municipal streetlighting projects. Our primary operations include municipal streetlight support, LED conversion, and ongoing maintenance services nationwide. Some firms claim they are experienced in streetlighting, but really dabble in it, picking up projects along the way and are generalists focused on diverse measures and business models. In contrast, we eat, sleep, and breathe streetlighting.

Our firm holds electrical contractor licenses in the States of California and Arizona. Additionally, our firm is a Certified Contractor by the Commonwealth of Massachusetts’ Division of Capital Management and Maintenance (DCAMM), a Qualified Vendor with the Connecticut Conference of Municipalities, a registered Energy Services Company (ESCO) with the United States Department of Energy, and a registered Small Business Entity with the Small Business Administration. Please find several elements demonstrating our firm’s capabilities to accomplish this project below:

- **Municipal Streetlight Experience:** We are solely dedicated to municipal streetlighting projects – with an entire staff exclusively focused on such projects. As such, **we have a large portfolio of active municipal streetlight projects, have previously been or are currently involved with the energy efficiency conversion of more than 978,000 streetlights throughout the nation, and are actively developing projects for an additional 550,000+ streetlight fixtures.** Additionally, our work spans more than thirty-one states, and fifty-five utilities. Our company’s sole focus on streetlighting distinguishes it from others, which focus on diverse measures and renders them generalists, while we are streetlight specialists. Finally, our expertise has been forged by diverse project types – including various sized projects (ranging from as large as 38,000+ fixtures to as few as 49 fixtures), as well as incredibly complex projects with complicated data and inconsistent existing design.
- **Technical Knowledge:** Tanko Lighting has significant technical expertise centered on municipal streetlighting infrastructure. Led by an electrical engineer and licensed electrical contractor, Jason Tanko (Chief Executive Officer), our team understands the field conditions and system constraints that are often involved with municipal streetlighting projects. This enables the team to accurately design projects to prevent anticipated challenges, as well as quickly respond with streamlined solutions in the event of technical difficulties during a project.
- **Experience with Ownership Projects:** There is a growing nationwide industry trend in which municipalities are acquiring their streetlight infrastructure from their local private utility companies. This poses tremendous advantages to the municipality, in that not only does it allow the municipality to control the management of the system within its geographic borders, but it also involves tremendous cost savings – particularly related to maintenance and energy (as many utilities charge exorbitant fees for energy and maintenance rates for the systems). Further, once a municipality purchases its system, it can reap additional savings benefits by converting to LED fixtures. Tanko Lighting has been working with several municipalities nationwide to assist in their

streetlight ownership strategies from investor-owned utilities. Our team's experience with ownership projects includes providing valuation, field data collection, ownership feasibility analysis, and ownership negotiations with the utility on behalf of the client. A list of our projects involving ownership support includes the municipalities outlined in Figure 1 on the next page.

Our team is comprised of business professionals with over 80 years of combined experience with streetlighting, engineering, project management, legal research, casework, lobbying, regulatory affairs, code compliance, municipal government, utility engagement, and strategic consulting. Our team has degrees in business, electrical engineering, law, public administration, economics, and environmental studies. This wide range of experience and knowledge has been crucial to our success with streetlight acquisitions.

Additionally, our team has developed a legal library containing the first national municipal streetlight acquisition database, which took years to research, distill, and develop. Our efforts included gathering data on municipal codes, case law, state tariffs, utility commission decisions, pole attachment agreements, historical documentation and legislation. The result is a program which contains comprehensive information on hundreds of successful cases nationwide, including legal strategies utilized, purchase price, and much more.

Tanko's Utility-Owned Streetlight Acquisition Projects		
Utility	# of Projects	# of Streetlights
Ameren (MO)	2	6,613
American Electric Power (OH)	1	1,100
Centerpoint Energy (TX)	1	175,000
Duke Energy (OH)	1	18,000
Eversource (CT, MA)	31	48,024
Emera (ME)	2	840
Entergy (AR)	1	16
First Energy (OH)	1	1,000
Georgia Power (GA)	1	10,000
The Illuminating Company (OH)	1	2,497
National Grid (NY, MA)	43	103,156
New York State Electric & Gas (NY)	2	6,889
Northwest Edison (MT)	1	6,000
Oncor Electric (TX)	4	11,238
Pacific Gas & Electric (CA)	2	1,745
Poudre Valley (CO)	1	1,229
Puget Sound Energy (WA)	1	741
San Diego Gas & Electric (CA)	1	532
Seattle City Light (WA)	1	392
Southern California Edison (CA)	23	116,511
United Power (CO)	1	915
Xcel Energy (CO)	6	21,313
Total	128	533,751

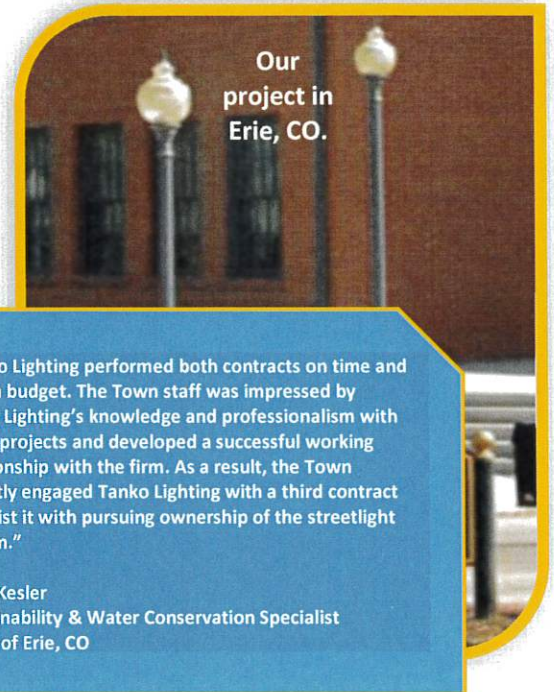
The combination of our team's professional experience and research efforts has contributed to our success and resulted in our work on over 128 streetlight acquisition projects nationwide with 22 different utilities in 13 states. Our approach towards acquisition has been validated by multiple practicing attorneys specialized in this field, as well as municipal managers and financial controllers.

- **Experience with Colorado Ownership Projects:** Our team is the most experienced in the State of Colorado – having been involved with similar projects with the Cities of Centennial, Louisville, Arvada, Northglenn, and Thornton, as well as the Towns of Erie and Windsor. In fact, we are the only firm with the most advanced municipal ownership projects in Colorado to date, which are already deep into the final negotiations for purchase. Our team will be the first to complete this process in the state and the one that is by far the most familiar with the entire process.
- **Streetlight Master Plan Experience:** We have extensive experience with developing streetlight standards, specifications, policies, procedures, and integrating them into Streetlight Master Plans. Virtually all our projects have involved some or all these tasks. Recent ones include master plans for Columbia County, GA, Santa Clarita, CA, Berkeley, CA, and Windsor, CO.
- **Experience with Maintenance Projects:** Tanko Lighting has extensive experience assisting municipalities with maintaining their recently acquired and/or converted streetlight systems over time. Whether assisting with warranty, HPS, or LED maintenance, our expertise and timely remedies ensure that our clients' systems are attended to and operate optimally.

RELEVANT EXPERIENCE

Tanko Lighting's success lies in its unique passion for streetlighting, which translates into a drive to ensure that projects are successfully completed. We are tremendously aware of how critical client satisfaction is to our success. Thus, we strive to make every client an enthusiastic reference for future work. Clients are receptive to this drive, to the point that they frequently recommend our firm to other municipalities. A few of our major successes are listed below. References can be provided upon request.

- **Town of Windsor, CO:** Tanko Lighting conducted a feasibility analysis for the Town of Windsor, to determine the viability of the Town purchasing the streetlight system currently owned by its utility. We also conducted a comprehensive audit and data reconciliation of the streetlight system in the Town. As a result, we are assisting the Town with the final stages of purchase negotiations with its two utilities. We are also assisting with post-acquisition strategies, including the development of a streetlight master plan, maintenance support, and designing for an LED conversion.
- **Town of Erie, CO:** Tanko Lighting conducted a feasibility analysis for the Town of Erie to determine the viability of the Town purchasing the streetlight system currently owned by its utility, as well as a GIS audit and data reconciliation of the existing streetlight inventory within the Town to determine its current condition. As a result, we are assisting the Town with the final stages of purchase negotiations with its two utilities. We are also assisting with post-acquisition strategies, including the development of a streetlight master plan, maintenance support, and designing for an LED conversion.
- **City of Centennial, CO:** We provided the City of Centennial with streetlight ownership negotiations and support, including review of the purchase/sale agreement with the utility, and analysis of the utility's separation study.
- **City of Arvada, CO:** We conducted a feasibility analysis for the City to determine the viability of purchasing the streetlight system currently owned by its utility, as well as a GIS audit and data reconciliation of the existing streetlight inventory within the City to determine its current condition. As a result, we are assisting the City with the purchase negotiations with its utility. We are also assisting with post-acquisition strategies, including the development of a streetlight master plan, maintenance support, and designing for an LED conversion.
- **City of Northglenn, CO:** We conducted a feasibility analysis for the City, to determine the viability of it purchasing the streetlight system currently owned by its utility. We also conducted a comprehensive audit and data reconciliation of the streetlight system in the City, and completed a streetlight deficiency analysis, in which we scoured the streetlight system to determine areas where more roadway lighting was needed. We continue to assist the City with its ownership options.
- **City of Lowell, MA:** A current turn-key project for the City of Lowell, MA, which involves the LED conversion of 7,500 fixtures. Because of our thorough audit and data management, we discovered that the City acquired upwards of 200 fixtures from its utility that did not actually exist, and that the City had been overcharged for these fixtures for the past seven years. By accurately collecting the data and properly reconciling it with City and utility records, we successfully remedied these discrepancies and uncovered tremendous savings for the City.
- **City of Brewer, ME:** The City of Brewer was the first municipal streetlight acquisition with Emera Utility in Maine. Tanko Lighting worked diligently with the City and Emera to develop a strategy for the acquisition. Tanko Lighting completed a comprehensive GIS audit of the existing inventory and cross-referenced that with Emera's records to confirm a complete data set that the City referred to during the acquisition process. We leveraged the experience working with other utilities through acquisition to guide the City throughout the transfer of ownership to maximize potential savings. Finally, we managed the design and installation of the LED streetlight conversion to enable the City to gain significant energy savings.
- **City of Meriden, CT:** A turn-key project for the City of Meriden, CT, which involved the LED conversion of 4,300 fixtures, as well as the maintenance of the system. Upon acquisition of its streetlight system from its utility, the City inherited significant deferred maintenance issues that quickly resulted in substantial outage reports and citizen complaints. Tanko Lighting successfully designed an approach that quickly addressed the maintenance needs of these locations, while simultaneously proceeding with



the LED conversion. This averted a potential public relations nightmare and ensured that the City's streets were safely lit. Our team continues to maintain the City's new LED system to ensure ongoing operation.

- **City of Geneva, NY:** This was a turn-key streetlight acquisition and LED conversion project that Tanko Lighting implemented for the City of Geneva's approximate 1,800 fixtures. This was one of the initial acquisition and LED conversion projects in New York State Electric and Gas's (NYSEG) territory and was groundbreaking for municipal acquisition efforts. Our comprehensive GIS audit was so accurate that NYSEG was willing to accept it, and therefore reduce the timeframe for the acquisition completion by months.
- **City of Buffalo, NY:** This completed project involved Tanko Lighting developing a feasibility analysis for the City of Buffalo to determine whether it was practical to acquire its 33,000 streetlight fixtures from National Grid and convert them to LED fixtures. This is one of the initial – and largest – acquisition and LED conversion projects in National Grid's territory in New York State and is groundbreaking for municipal acquisition efforts. Our team prepared dozens of financial analyses for this project, including high and low acquisition costs, maintenance options (internal vs. external maintenance), various tariff scenarios, and amortization schedules to determine the City's options and gained extensive experience with New York State utility tariffs through the course of this project.
- **Town of Berlin, CT:** A turn-key project for the Town of Berlin, CT, which involved an acquisition and LED conversion of the Town's streetlights from its utility. Tanko Lighting identified billing discrepancies involving overhead fixtures that the Town was being charged for by its utility at the underground (costlier) rate, resulting in significant cost savings for the Town. Further, our audit identified the current field conditions that substantiated the valuation that the utility provided to the Town, which enabled the Town to feel confident in the fair market value of the assets it acquired from the utility. We also provided ongoing maintenance services for the Town's streetlight system.
- **City of Rancho Cucamonga, CA:** This project involved the LED conversion of the City's 16,000 fixtures, recently acquired from SCE. Tanko Lighting expedited the installation process such that as soon as Southern California Edison released each transfer of purchased fixtures, the City was converted to LED streetlights well ahead of the next batch – which maximized the City's energy savings. Our team completed the project in early 2018 and continues to provide ongoing maintenance services of the City's new LED system to ensure ongoing operation.
- **City of Berkeley, CA:** A turn-key project for the City of Berkeley, CA, which involved the LED conversion of not only 7,000 cobra head fixtures (for which Tanko Lighting provided design recommendations with tremendous savings), but also 1,100 decorative fixtures (which involved twenty different types of decorative fixtures for which we recommended LED retrofit kits) – which saved the City approximately \$500,000 in costs.
- **City of Oakland, CA:** A project for the City of Oakland, CA, which involved in the LED conversion of 38,000 fixtures. Tanko Lighting was initially involved with the original team, orchestrating the strategy and project management approach for the awarded contractor. However, when the prime contractor defaulted on the project, its surety company hired our firm directly to clean up the mistakes, and re-audit, label, and data reconcile the entire City's streetlight system. This resulted in the successful completion of the project and helped to settle the City's bond claims.



Our LED Conversion in Berlin, CT

Please find a list of all our projects nationwide in Appendix A.

SCOPE OF SERVICES

This next phase of our assistance will involve two primary areas of services: Streetlight System Purchase Support and Streetlight System Updates & Maintenance. The areas will be worked on simultaneously to ensure the Town is prepared for streetlight operations once ownership transfer has occurred. Find a detailed description of each of these areas of service below.

Phase 1 – Streetlight System Purchase Support

Task 1: Streetlight Ownership Negotiations

We will provide the following services to ensure the Town successfully purchases its streetlight system from its utilities:

- Coordinate the utility negotiations, including:
 - Facilitating two meetings (per utility) with our team, Town staff, and the utilities to discuss the terms of the purchase (our pricing assumes the meetings are virtual).
 - Developing meeting minutes and a list of next steps and action items from the meetings.
 - Developing draft follow-up letter to the utilities expressing the Town’s intention to purchase.
 - Follow up with utilities to get a commitment (or rejection) to selling the streetlights to the Town.

Deliverables:

- Negotiations Documentation: Agenda, meeting minutes, action items, and follow-up correspondence

Task 2: Final Purchase and Sale Support

Our team will support the Town with its final negotiations with its utilities, culminating in a final bill of sale and transition of streetlight assets to the Town, including such activities (if necessary) as:

- Coordination of communication with Town attorney
- Assistance with presentations to Town Council
- Coordination of final utility correspondence/negotiations
- Review of separation requirements
- Review of the pole attachment agreement terms
- Review of purchase and sale agreement terms
- Review and outline of ongoing maintenance options (post-ownership transfer)
- Support of final determination of the system’s value and purchase price, including assistance with data on previous sales, rate analysis, etc.
- Review of existing customer-owned rates and coordination of negotiations with the utilities to optimize the rate structure for the Town
- Coordination of any necessary requirements with the state Public Utility Commission or regulator

Deliverables:

- Streetlight System Transfer Support: Support, feedback, and recommendations for all documentation, agreements, and final negotiations towards the completion and execution of the transfer of streetlight ownership.

Task 3: Streetlight Master Plan

In our experience, most towns that own and operate streetlight systems either do not have a comprehensive streetlight master plan in place or have one that is very outdated. That is why we routinely work with clients on developing streetlight master plans when they are acquiring streetlights from their utilities. Our team will:

- Review any existing streetlight standards the Town already has in place
- Coordinate the development of any necessary technical drawings (note that these would be developed by Town staff or by an engineering firm and the cost of the drawings is excluded from our pricing in the Pricing section, below)
- Develop the initial draft of the Streetlight Master Plan (which, depending on the Town’s needs, will include installation and operations standards, policies for both existing and new developments, tax assessment fee schedules, residential and commercial lighting standards, intersection standards, and maintenance procedures)
- Review the first draft of the Streetlight Master Plan with the Town
- Integrate the Town’s feedback into the development of a second draft of the Streetlight Master Plan
- Review the second draft of the Streetlight Master Plan with the Town
- Integrate the Town’s feedback into the development of a final draft of the Streetlight Master Plan

Deliverables:

- First Draft Streetlight Master Plan: An initial draft of the Streetlight Master Plan.

- Second Draft Streetlight Master Plan: A second draft of the Streetlight Master Plan, based on the Town's feedback of the initial draft.
- Final Draft Streetlight Master Plan: A final draft of the Streetlight Master Plan, based on the Town's feedback of the second draft.

Task 4: Streetlight Maintenance Strategy

Our team will serve as the Town's expert consultant, developing the initial maintenance administrative procedures to ensure the Town is prepared to maintain the streetlight system. The work includes the following tasks:

Needs Assessment

Our team will conduct in 1 – 2 remote meetings with Town staff to obtain feedback regarding the Town's preferences for streetlight maintenance management, including the Town's preferences related to:

- Reporting
- Response times
- Liquidated damages policies
- Installer qualifications
- Administrative organization
- Inventory management
- Software capabilities
- Dispatch processes
- Warranty processes
- Invoicing requirements
- Procurement considerations
- Coordination with other Town departments

"Any concerns I had with Tanko's ability to perform their duties because they are based out of California were quickly eliminated ..."

James A. Duggan
Town Manager
Town of Dracut, MA

Our Dracut, MA project.

Streetlight Maintenance Recommendations

Based on the results from our needs assessment, as well as our experience with successful municipal streetlight maintenance services nationwide, our team will develop a set of recommendations for the design of the Town's ongoing maintenance services management. Items will include recommendations on administrative functions, management, dispatch, reporting, data management, contract terms, etc.

Deliverables:

- Streetlight Maintenance Recommendations Report: A plan for streetlight maintenance.

Phase 2 – Streetlight System Updates & Maintenance

Task 1: LED Replacement Design

It will be important for the Town to proceed with a design for the LED conversion of the existing streetlights, as this will result in additional cost savings through the reduction of energy. Note that we will be designing for an estimated quantity of 341 fixtures, as we understand there are several that are currently LED fixtures (which we will not be converting).

In Tanko Lighting's experience, a comprehensive LED streetlight audit and acquisition is the ideal opportunity for a municipality to reassess its entire streetlighting design and ensure that it has been optimized for existing field conditions. To achieve this, our team routinely conducts municipal-wide design processes for each of its turn-key streetlighting projects. Recent projects in which design processes were implemented include Simi Valley, CA, La Verne, CA, Santa Clarita, CA, Chino Hills, CA, Fullerton, CA, Vernon, CT, and Malden, MA Bristol, CT, and Norwich, CT. This experience has led to our team's streamlined approach to design.

Our team utilizes Illuminating Engineering Society (IES) RP8 standards for roadways and right of ways. Additionally, we maintain a working knowledge of all the latest publications and updates in the market. However, there are many instances when municipal customers need to alter these standards to best meet their specific needs. Thus, our team uses these types of industry accepted standards as guidelines and works closely with the Town to develop customized proposed standards of comfort and functionality that match its needs.

Our goal will be to provide the Town with an appropriate replacement design that includes the brand of fixture, photocell, replacement wattages, color temperatures, distribution patterns and other appropriate settings and options to optimize the LED streetlight retrofit. The design will ultimately result in a replacement plan for all existing streetlights that includes photometric data, lifecycle cost analysis (including the initial capital outlay), net present value and return on investment, energy savings, as well as maps of the replacement plan (see Figure 1).

Tanko Lighting's approach to comprehensive design for this project will include the following elements:

- Applying standard LED replacement wattage recommendations based on the location of each existing fixture.
- Conferring with the Town's safety coordinators and police officers to solicit feedback on areas that are currently over- or under-lit and are public safety concerns.
- Coordinating an (optional) pilot of potential products (note that the optional pilot is not included in our pricing but can be provided upon request).
- Selecting appropriate wattages and distribution types for replacement fixtures to meet the Town's needs, while maintaining the objective of providing a simplified design that standardizes inventory (so that the system has consistency and can be more easily maintained over time).
- Applying the Town's preferred products, typical models and special considerations to its GIS inventory to produce maps of the type and wattages by location (see sample map below), as well as an analysis of the total cost, incentives, savings, and payback for the potential retrofit design.
- Presenting the options and total cost/incentives/savings/payback to the Town and obtain its final approval on design.

We provide an interactive design web map to facilitate our design process. Please see the graphic below.

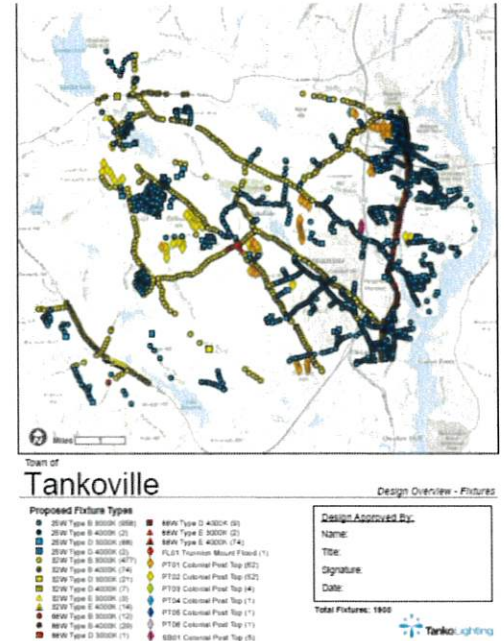
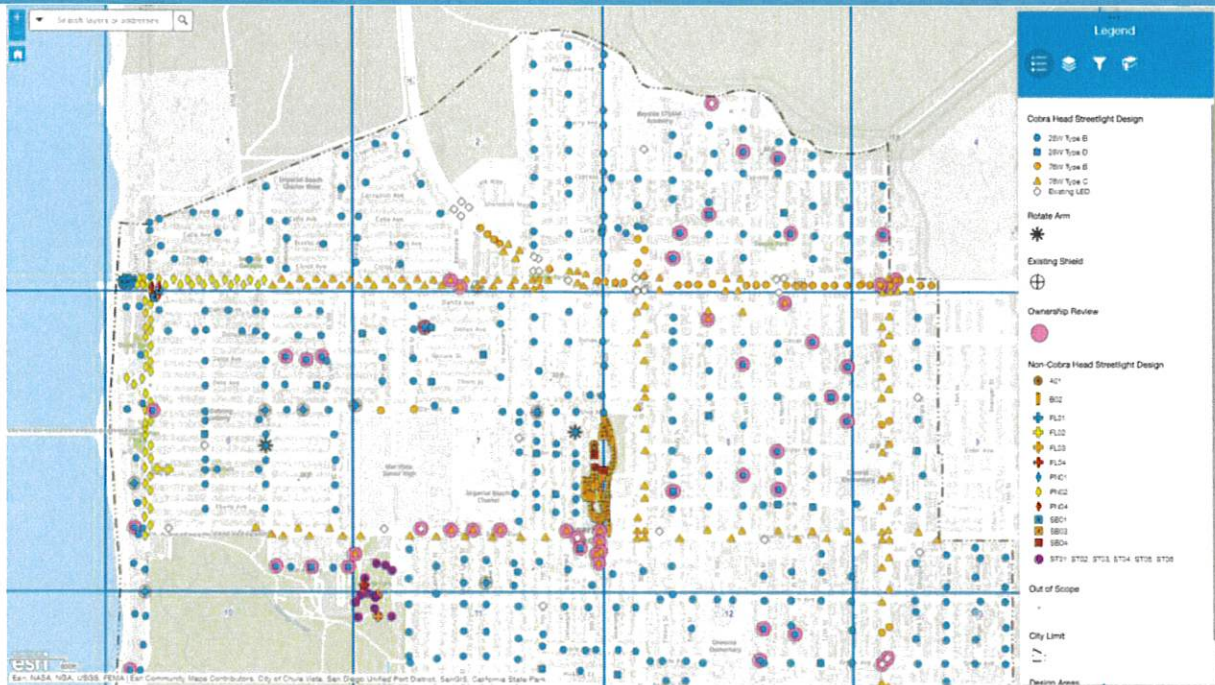


Figure 1: Tanko Lighting's Municipal Overview Map shows an entire municipality with recommended replacement fixtures.



A sample of our interactive design web map.

Our team will also develop a Town pole ID numbering system and specify tag characteristics, material and location on the pole for approval by the Town. Typically, we specify a tag recommendation that consists of five to seven digits. We will provide a recommended numbering sequence, material specifications, and installation strategy for this task. We will apply this for all of the Town's existing streetlights, even the ones that have already been converted to LED fixtures. Once the Town approves the specifications, they will be integrated into the bid documents (see Task 3, below).

The overall benefits to our design approach include:

- **Standardization** – The Town is ensured that there is a consistent design method resulting in wattage continuity on its streets. Standardization also leads to a reduction in the variety of fixtures that the Town must keep in its inventory
- **Safety** – Based on the most updated field conditions, the Town can be assured that the design matches the system's current needs and results in improved public safety from streets no longer being under or over lit
- **Efficiency** – The process takes a very thorough approach by examining all relevant field factors and thereby maximizes the available savings by utilizing the most efficient design, while meeting light output needs
- **Streamlined Installation** – The process allows for the development of a detailed scope of work (via a map of all replacements) by fixture for the installers to follow in the field – which enables more efficient materials gathering at the start of each workday during the LED conversion

Deliverables:

- **Replacement Plan Maps:** Town-wide maps with recommended LED replacement wattages for the Town to review and approve.
- **Recommended Product Submittals:** Technical specification submittal sheets for recommended products.
- **Pole Labeling Recommendation:** Specific tag characteristics, pole location, and numbering sequence delivered to the Town for approval.

Task 2: Final Fixture Selection

We will lead the Town through a final review of the replacement design and the corresponding recommended fixtures. We will also provide final product submittals for the Town's review and approval, which, once approved, will be integrated into the bid documents as product specifications. Additionally, we will provide final design maps corresponding to the Town's selected fixture(s).

Deliverables:

- **Finalized Product Submittals and Design Maps:** Technical specification submittal sheets for selected products, as well as design maps corresponding to the Town's selected fixture(s).

Task 3: Bid Coordination

We have extensive experience assisting municipalities with developing public Requests for Proposals involving the installation tasks for LED streetlight conversions. Our approach involves the following activities:

- **Product Submittals:** We will compile product submittals for the Town's approved products (Task 2) for an attachment to the bid documents as product specifications.
- **Installation Specifications:** Based on the finalized design, our team will develop the bid documents for the installation/materials bid and will ensure they include:
 - Description of work
 - Required installation schedule
 - Reference standards
 - Submittals
 - Quality assurance
 - Warranty
 - Installation
 - Field quality control
 - Adjusting and cleaning
 - Disposal
 - Requirements for handling any potential field issues, including no power, missing wire, etc.
 - Safety standards
 - Equipment requirements
 - Licensing/reporting requirements
 - Pricing requirements/templates
 - Communication requirements, including pre-construction and regular project progress meetings, as well as data collection, training, documentation, and reporting requirements
 - Minimum qualifications
- **Procurement Coordination:** Once the bid is released, our team will support the Town with the development of responses to questions and any necessary addenda documents, as well as leading a mandatory pre-bid meeting and assisting with bid reviews and any interviews.

Deliverables:

- **Bid Documents:** Draft language and supporting materials for the Town's installation/materials bid.
- **Bid Evaluation:** Evaluation scores and feedback on received bids and recommendation of awardee firm.

Task 4: Community Outreach and Notification

We believe that proper coordination of information and outreach to stakeholders is an essential part of ensuring a successful streetlight conversion project. To that end, our team will coordinate with the Town's media office to help develop a community outreach and notification plan prior to the commencement of any project activities. The plan will ensure project awareness and minimize public disturbance. Specifically, our team will develop the message and provide the schedule to the Town's media staff for distribution through the Town's existing media outlets (press releases, website, etc.).

Deliverables:

- **Project Messaging and Schedule:** Specific language, draft press release, and timelines related to project activities to assist with notifying community members of the project.

Task 5: Pre-Construction Coordination

We will ensure that the selected installation contractor stages the receipt of fixture shipments for installation in a manner that ensures the secured storage of materials. We routinely coordinate this in all of our projects and are familiar with how to optimize material

shipments in releases so as to allow the installation contractor ample time to receive, process and securely store the materials. We will provide the Town with a schedule of anticipated shipping dates for materials once the materials order is placed.

Further, we will ensure that all logistics are carefully coordinated for the project. Our team will work with the Town's main point of contact to develop an installation plan that minimizes inconvenience to the Town and includes ordering schedules, traffic control plans, waste disposal and recycling procedures (that comply with all applicable State and Federal laws), and installation and commissioning schedules as required to the Town.

Our team is very familiar with the traffic control needs of a municipal streetlight conversion project, as traffic control is an element of virtually every one of our projects. Given that a streetlight conversion project is a mobile operation requiring just a few minutes of work at each location, it can easily be likened to the same traffic control needs as the typical trash collection service in a town. As such, we will work closely with the Town and the installation contractor during this task to confirm the traffic control plan that will seamlessly maintain safe traffic conditions, including locations where police details will be needed.

Our team will facilitate a pre-construction Kick-Off meeting with Town staff and the installation contractor to review the traffic control plans, work safety, public safety and waste material handling procedures and requirements prior to the start of installation. We will also coordinate and participate in regularly scheduled progress meetings with Town staff.

Deliverables:

- **Pre-Construction Details:** Ordering, traffic control plans, required permits, disposal strategy, pre-construction meeting, ongoing meetings, installation and commissioning schedules.

Task 6: Installation Management

We will organize our installation management into two subtasks – one focused on the LED conversion tasks (for existing non-LED fixtures) and one focused solely on pole tagging (for existing LED fixtures), as outlined below.

Task 6a: Installation Management for LED Conversion

Our team will ensure that the installation contractor utilizes highly trained professionals, properly trained in and abiding by all company and industry safety standards. The installation contractor will be fully insured and responsible for meeting all federal, state, and local codes and laws.

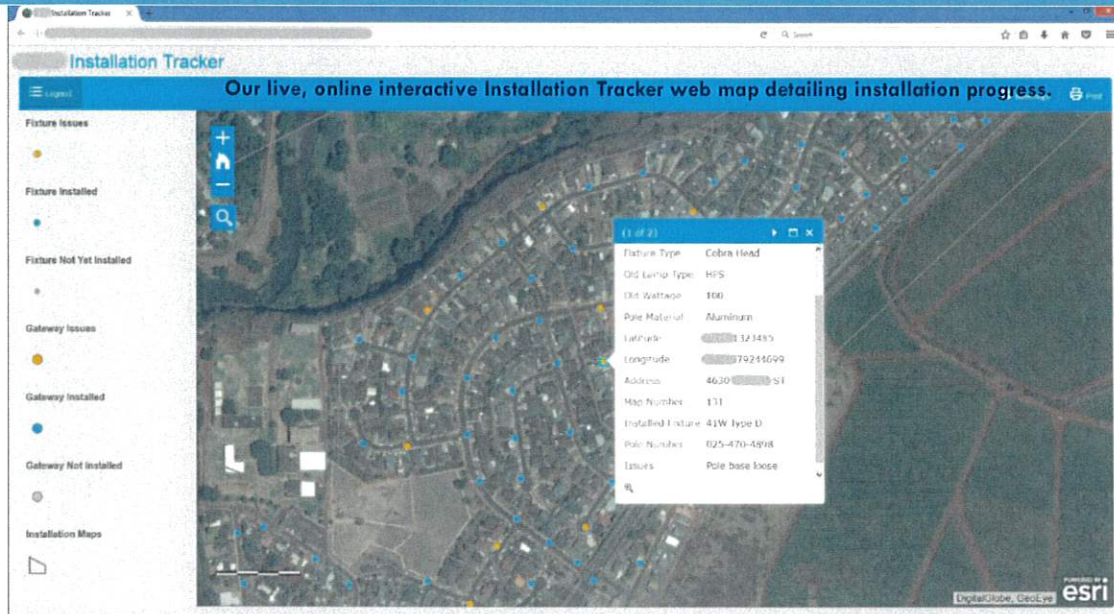
The installation contractor will provide material procurement, safety, installation, traffic control, and environmental disposal services for this project. The installation contractor efforts will be directed by a foreman, who will be responsible for all logistics and field installation, including safety and traffic control, and all management of field staff. The installation contractor will provide all required safety equipment for the project and will also install a sequenced pole tag on each Town-owned pole as the crews install each LED fixture.

Completion of the project commissioning (see Commissioning section below) will coincide at the end of the installation phase to quickly address any errors, punch list items, or troubleshooting needs.

Utilizing the data from the design process, we will develop installation maps (a sample can be provided upon request) and provide to installers and relevant Town staff for accurate project tracking.

An additional feature of our approach is that its GPS data collection activities are integrated throughout project implementation – as a routine practice. We can stay intimately involved with the daily installation phase via its data collection protocols that are required of all installers. We will ensure that installers are equipped with handheld devices and train them in collecting relevant data on both the HPS fixtures being removed, as well as the LED fixtures being installed. Installers will be required to collect data at every location and transmit it *in real time* to Tanko Lighting. We can track each crew's daily progress via time-stamped data on every fixture location. This not only enables our team to know every location where each crew has been, it also allows us to track the routes that each crew has used and any inefficiencies in the process. We review this information daily, which allows us to provide immediate instruction to crews on any course corrections necessary. Our proven experience with managing installation crews through data collection activities routinely integrated into the installation phase ensures the accuracy and accountability of project partners.

We will use the installation data to provide real-time installation progress in a live, online interactive web map (see graphic below).



Upon installation, the Town or its standard maintenance contractor will be responsible to serve as first-responder to all outages, shall identify locations where warranty-related work is necessary, and will notify the installation contractor of the warranty-related locations so that a remedy can be implemented.

Task 6b: Installation Management – Pole Tags Only

For any locations that already have existing LED fixtures installed, we will focus our efforts solely on installing pole tags. We will dispatch our in-house auditors to assist with this, which will minimize project delays and burden on the installation contractor.

Deliverables:

- Online Installation Tracker: Online maps with locations and fixture information used to dispatch installation crews and allow Town staff to monitor installation progress.

Task 7: Commissioning Coordination

Given our significant focus on thorough data collection during both the audit and installation phases, approximately ninety-five percent of the commissioning efforts take place during the time of installation. This is because our team can quickly validate the installation data against the confirmed audit data and accurately identify any locations where both data sets do not match. This ensures tremendous precision that establishes a finite subset of the installation locations that require additional review.

Upon completion of the installation, we will ensure that the installers perform final inspection on all fixtures, correct any “punch list” items, test lights to ensure that they work, and identify locations where repair needs Town assistance. We will provide the Town with a complete commissioning report outlining any errors and actions taken to correct errors.

Deliverables:

- Commissioning Report: Detailed analysis of final installation verification and testing, including an outline of any errors and actions taken to correct errors.

Task 8: Rebate & Tariff Change Coordination

Our team will research any available rebate programs and facilitate all necessary tasks to ensure that the Town receives the rebates and billing changes for which it is eligible. We will prepare all necessary and required documentation for the rebates and submit these to the appropriate departments within the utility/agency. We will follow up with the utility/agency to confirm the materials have been received and are in process. As the Town will be the recipient of the rebate, the utility/agency will negotiate with the Town directly regarding the timing and issuance of the funds. Therefore, if known, we will provide the contact information for the utility/agency staff person processing the application for the Town staff to secure the final payment. If there are any inquiries from the utility/agency to the Town regarding the submitted applications, we will assist the Town with responding to any questions.

We will also coordinate with the utility on changing tariffs to the newly installed LED fixture rates. We will prepare the necessary documentation, submit to the utility, confirm the materials have been received and obtain the timing for the modification to be processed. If known, we will provide the contact information for the appropriate party addressing any rate changes for the Town. Based on the timeframe provided by the utility, the Town staff will need to confirm that the modification appears in the Town utility bills. If there are any inquiries from the utility to the Town regarding the submitted applications, we will assist the Town with responding to any questions.

Deliverables:

- Rebate and Tariff Change Documentation: A compilation of copies of paperwork submitted and processed with the utility regarding rebate applications and tariff changes.

Task 9: Final Reporting

A project is never completed until the final documentation and administrative requirements are met. We understand that proper follow through is essential to considering a project successfully executed. To that end, our team will coordinate all final reporting and data requirements to ensure that the Town considers the project is compliant and complete. This includes finalizing the GIS layer with design and construction data and updating the analysis of gross cost, savings, incentives, net cost, and payback of finalized design, including any operation and maintenance of costs and savings. We will also provide contacts and the process whereby the Town can obtain warranty support with the manufacturer(s) should it be necessary.

Deliverables:

- Final Reporting Documentation: Final requirements necessary to process the available rebates and tariff changes with the Town, as well as post-construction electronic GIS records for all newly installed streetlights in the Town, including all wattages, badge numbers, locations, and other associate attributes, and environmental disposal documentation.

Task 10: Coordination of Ongoing Maintenance Services

Our team will provide the necessary oversight to ensure the Town's streetlight system is receiving proper routine and emergency maintenance services. Please note that we can also assist with bid coordination for a maintenance contractor (pricing can be provided upon request). Our coordination of maintenance services work includes the following activities:

Coordination of Repair Requests

Tanko Lighting will coordinate repair requests through the following mechanisms:

- Online Repair Requests: Tanko Lighting will provide the Town with a link to a website that will allow a user to interface with an online form. The form will require the user to submit information about the location and observed issue(s). We will review any online form submissions each working day. To ensure a prompt response to an emergency situation, emergency reports must be submitted through our call center. For any non-emergency issues reported, we will dispatch an installer to respond to the location within seven (7) working days (unless the degree of repair dictates an alternative schedule to be coordinated and approved by the Town on a case-by-case basis). Note that this response time is based on industry standards and if the Town's contractor contract differs, we will comply with the Town's requirements.
- Call Center Repair Requests: Tanko Lighting will provide the Town with a toll-free phone number by which callers can reach a live operator at a Call Center twenty-four hours per day, seven days per week. Call Center staff will have access to the Online Repair Form and will guide each caller through the questions and submit the responses via the Online Form to our team. We will review any online form submissions each working day. If an emergency is reported, we will dispatch an installer to respond to the location within two to four (2 – 4) hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). Note that this response time is based on industry standards and if the Town's contractor contract differs, we will comply with the Town's requirements. For any non-emergency issues reported, we will dispatch an installer to respond to the location within seven (7) working days (unless the degree of repair dictates an alternative schedule to be coordinated and approved by the Town on a case-by-case basis).

Remedy of Routine Repair Requests

The following characteristics will define a Routine Repair:

- Replacement of a failed photocell

- Replacement of a failed fixture

Upon receipt of a routine repair request, Tanko Lighting will:

- Dispatch the Town's contractor to respond to the location within seven (7) working days from dispatch request and remedy the fixture issue with the appropriate parts and materials. Please note that, when possible, Tanko Lighting can batch routine repair requests so as to be more efficient with dispatch and more cost-effective for the Town. We will coordinate with the Town to determine whether this is an option that the Town prefers for this project.
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network must be performed by the utility. Tanko Lighting will be responsible for all coordination with the utility in the event that repair of a streetlight outage requires involvement by the utility. If the Town's contractor is unable to complete a repair as the result of action or inaction by the utility, our team will note on our monthly report and include the date and time of all verbal and written communication with the utility.

Remedy of Emergency Repair Requests

The following characteristics will define an Emergency Repair:

- Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the streetlighting equipment

Upon receipt of an emergency repair request, and notification to the Town, Tanko Lighting will:

- Dispatch the Town's contractor to respond to the location within two to four (2 – 4) hours of receipt of the request (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation)
- Ensure that the Town's contractor de-energizes streetlight fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to streetlight structural components to protect the immediate safety of the public
- If possible, ensure the Town's contractor remedies the fixture issue with the appropriate parts and materials
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes
- In the event of a knockdown of a pole, Tanko Lighting will ensure that the Town's contractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Tanko Lighting will ensure that the Town's contractor coordinates with the utility regarding the emergency cleanup and, in particular, the retrieval of the Town-owned lighting components
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response, Tanko Lighting will obtain from the Town's contractor a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting will ensure the Town's contractor commences such repairs following approval and notification to proceed from the Town
- In the event that Tanko Lighting cannot be contacted after hours, the Town has the ability to contact its contractor directly

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Tanko Lighting will be responsible for all coordination with the utility in the event that repair of a streetlight outage requires involvement by the utility. If the Town's contractor

is unable to complete a repair as the result of action or inaction by the utility, our team will note on our monthly report and include the date and time of all verbal and written communication with the utility.

Remedy of Warranty Repairs

Tanko Lighting will ensure that the Town's contractor serves as the "first responder" and, in the event that the repair issue is identified as a result of a material warranty issue, Tanko Lighting will work with the manufacturer to remedy the warranty issue on behalf of the Town.

Traffic Control

Tanko Lighting will ensure that the following traffic control activities are properly coordinated by the Town's contractor:

- Conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic will be permitted to pass through the work area. The Town's contractor will furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The Town's contractor's vehicles and equipment will be equipped with suitable warning lights and reflective markings for working in daylight and dark.
- In the event that police details are required, the Town's contractor will notify Tanko Lighting and Tanko Lighting will coordinate with the Town to schedule the details. The cost of the police details will be paid directly by the Town.

Additional Work

Any special and additional work not included above by routine or emergency maintenance of fixture (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, remedies related to acts of vandalism, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, pole/fixture painting, leaning poles, repair/replacements of streetlight equipment due to storm damage, police detail) is subject to custom pricing. Thus, Tanko Lighting will coordinate with the contractor to provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. (Please note that additional work may not necessarily conform to the standard labor rates for regular maintenance work and may include additional equipment, if needed). Tanko Lighting shall ensure the Town's contractor commences such repairs following approval and notification to proceed from the Town.

Materials Management

Following the Town approval, Tanko Lighting will ensure the Town's contractor purchases and maintains an inventory of materials (such as photocells, fuses, and wiring) of sufficient quantity to be able to perform the routine service work described herein. Such parts and materials, which are part of the performance of routine streetlight maintenance, will be quoted as costs on an as-needed basis. Tanko Lighting will ensure the Town's contractor warrants that materials furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.

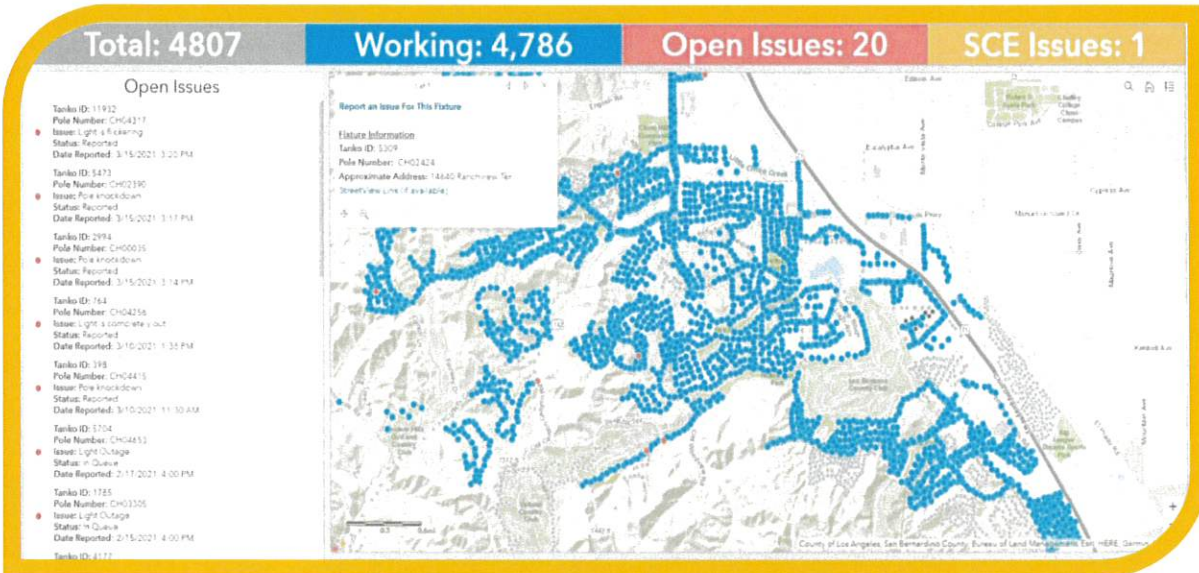
Tanko Lighting will ensure the Town's contractor accesses and stores (if requested) any the Town-purchased inventory of materials (spare fixtures, arms and poles) in order to facilitate expedient fixture replacement in case of failure. Tanko Lighting will monitor spare fixture inventory and recommend that the Town consider purchasing additional fixture stock as needed to maintain a sufficient fixture inventory.

Administrative Support

If requested by the Town, Tanko Lighting will provide a detailed written quotation of the cost and time required to provide supporting documentation to assist the Town with its pursuit of third parties for any insurance claims.

Reporting

We will provide a web-based portal for the Town to regularly access and monitor an up-to-date and real-time summary of current and completed tasks (this is included in our pricing). Data will include work order tracking and status updates, asset and equipment management, maintenance requests, and maintenance checklists that are maintained and updated regularly. Please find a sample snapshot of our web-based portal below.



Our online maintenance dashboard allows clients to track progress in real-time.

Please note that we expect the Town will provide our team with written notification of any changes to the inventory (including new pole installations and/or removals (regardless of streetlight ownership)) throughout the term of the contract. Our team will not be responsible and/or liable for servicing any locations for which it is not properly notified.

Billing Coordination

In coordination with the Town, Tanko Lighting will develop a billing structure and schedule with the Town's contractor to ensure proper and timely invoicing. Our team will review monthly invoices and request any missing information from the Town's contractor. Once the monthly invoices have been reviewed, our team will batch these, along with our monthly billing, and provide to the Town in a batched invoice submission.

Deliverables:

- Maintenance Services Contract Template: Draft content for the maintenance services contract.
- Reporting Dashboard: Web-based portal of current and completed tasks.

PRICING

Pricing		
Phase	Task	Price
Phase 1 – Streetlight System Purchase Support	1. Streetlight Ownership Negotiations	\$100,000
	2. Final Purchase and Sale Support	
	3. Streetlight Master Plan	\$35,000
	4. Streetlight Maintenance Strategy	\$10,000
Phase 2 – Streetlight System Updates & Maintenance	1: LED Replacement Design	
	2: Final Fixture Selection	
	3: Bid Coordination	
	4: Community Outreach & Notification	
	5: Pre-Construction Coordination	
	6a: Installation Management for LED Conversion	
	6b: Installation Management – Pole Tags	
	7: Commissioning Coordination	
	8: Rebate & Tariff Change Coordination	
9: Final Reporting		
	Phase 1 Total:	\$145,000
	Phase 2 (Tasks 1 – 9, excl. 6b) Total for 341 Fixtures:	\$55,000
	Phase 2 Task 6b for 1,069 Fixtures:	\$48,105
	Subtotal:	\$248,105
Phase 2 – Streetlight System Updates & Maintenance	1: Coordination of Ongoing Maintenance Services	\$12,828 annually (\$1.00 per fixture per month, based on 1,069 fixtures)

Please note the following regarding our proposed pricing:

- Tasks 1-6a and Tasks 7-10 will be for an estimated quantity up to 341 streetlight fixtures. Any additional quantities may be subject to additional pricing.
- Task 6b will be for an estimated quantity of up to 728 streetlight fixtures. Any additional quantities may be subject to additional pricing.
- Pricing is valid for sixty (60) days from the date of this proposal.
- Tanko Lighting will invoice the Town monthly based on the percentage of work completed each month.
- The Town shall pay Tanko Lighting within thirty (30) days of receipt of the invoice.

APPENDICES

Appendix A – Projects List

Why Tanko Lighting?



533,000+
Streetlights
Acquired



984,000+
Streetlights
in Contract



80,000+
Fixtures
Maintained



300+
Nationwide
Projects

EXHIBIT B

INSURANCE REQUIREMENTS

It is the sole responsibility of the Contractor to ensure that insurance coverage(s) meet the requirements below. Failure to acquire and maintain adequate insurance coverage(s) shall not release the Contractor from liability under this Agreement.

General Requirements:

1. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage.
2. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured.
3. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry.

Insurance Requirements:

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Scope, with policy amounts and coverage in compliance with Colorado State law.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages;
 - e. medical payments;
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Scope, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage.
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

2026 Streetlight System Support ICA











01.15.2026

Final Audit Report

2026-01-15

Created:	2026-01-15
By:	Stephanie Mas (smas@timnathgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM38Eyzl9EWeB7iarM69fAB-l_0dSrpAM

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✔ Agreement completed.

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