Tri-Cities Airport Authority Board Meeting
August 28, 2025, at 10:00 a.m.
Held in the TCAA Boardroom

Board Members	Staff	Others
Mr. Parker Smith, Chair	Gene Cossey	Stephen Darden - HS&D Attorney
Mr. Mark Ireson	David Jones	Jeff Riley - Kimley-Horn
Mr. Randall Eads	Mark Canty	Clay Walker - NETWORKS
Mr. Lewis Wexler	Trevor Rice	Hank Somers - Aviation Initiative
Mr. John Hunter	Chris Stipo	Allison Winters - Six Rivers Media
Mr. Chris McCartt	Rebecca O'Quinn	
Ms. Cathy Ball	Jonathan Thacker	
Mr. Ken Huffine	Kylie Toler	
Mr. Todd Hensley	Jennifer Solorio	
Ms. Kelli Bourgeois		
Mr. Zane Vanover		

With a quorum present, the meeting was called to order at 10:00 a.m., by TCAA Chair Parker Smith.

The board member not in attendance was Mr. Jeff Bedard.

CONSIDER: Minutes from June 26, 2025, TCAA Board Meeting

TCAA 08/28/2025 – 1 Upon a motion made by Mr. Mark Ireson and seconded by Mr. Todd Hensley, the following was adopted: BE IT RESOLVED the Minutes from June 26, 2025, TCAA Board Meeting was approved as presented.

The motion passed unanimously.

REPORT: Committee Updates

Mr. Parker Smith introduced our two new board members, Mr. Chris McCartt and Mr. John Hunter. He stated that he is glad to have them on the board and is looking forward to it. Mr. Mark Ireson then gave an update on the last Economic Development Committee Meeting stating that it was a good meeting with updates on some interesting things coming up soon. Trevor Rice then gave an update that they did not hold a Marketing and Air Service Committee Meeting last month due to the Airline Announcement.

REPORT: New Service Marketing Plan

Mr. Trevor Rice gave a report regarding the New Service Marketing Plan. This includes the Air Service Incentive Program which is used to increase and enhance service at TRI. It will offer fee waivers and Marketing Support. The new campaign objective is to support Breeze Airways service launch while reinforcing Fly Local.

REPORT: Speedway Classic

Mr. Chis Stipo then gave a report on the Speedway Classic. He showed the different planes that the Tri-Cities Airport handled that weekend such as two Boeing 757's and a Gulfstream G600. He then showed a great graphic that showed over that weekend they handled 500 passengers and sold 2, 018 gallons of Jet-A Fuel. Mr. Gene Cossey then gave a additional thanks to all Airport Staff for all the help with this event.

CONSIDER: CUPPS Acquisition and Licensing Agreement – Award Aerocloud

Common Use Passenger Processing System (CUPPS) helps promote a common use gate environment, maximizing capacity. Additionally, it simplifies the process a new airline would have to go through when starting service. An RFP was issued with three vendors submitting proposals for a cloud-based system with a three-year licensing agreement. With AeroCloud submitting the highest ranked proposal. The work will be funded with future Passenger Facility Charge (PFC) funds and Terminal Area Expense funds.

TCAA 08/28/2025 – 2 Upon the motion made by Mr. Randall Eads, and seconded by Mr. Todd Hensley, the following was adopted: BE IT RESOLVED the TCAA authorized the President/CEO to execute an acquisition and licensing agreement with AeroCloud that includes one-time costs of$106,233.49 and annual licensing cost over a three-year period totaling $107,100 following completion of legal review.

The motion passed unanimously.

CONSIDER: CUPPS Integration and Acceptance Testing Support Serv. – Award Meade & Hunt

A design/bid agreement with Mead & Hunt for CUPPS has previously been approved by the board. Mead & Hunt will provide project execution and administration, system implementation support, system acceptance testing, and close-out support services. The work will be funded with future Passenger Facility Charge (PFC) funds.

TCAA 08/28/2025 – 3 Upon a motion made by Mr. Todd Hensley and seconded by Mr. Lewis Wexler, the following was adopted: BE IT RESOLVED the TCAA authorized the President/CEO to execute a contract with Mead &Hunt for Integration and Acceptance Testing Support Services in the amount of $35,320 following completion of legal review.

The motion passed unanimously.

CONSIDER: Concourse Gate Internet Installation – Award Tele-Optics, Inc.

As part of the CUPPS, a wired internet connection will be needed at each gate. It was determined that the airport installing the internet connection separate from a CUPPS provider would be the quicker option. Tele-Optics will provide and install fiber and ethernet connections to each gate, supporting current and future needs. The work will be funded with future Passenger Facility Charge (PFC) funds.

TCAA 08/28/2025 – 4 Upon a motion made by Ms. Chris McCartt, and seconded by Mr. Mark Ireson, the following was adopted: BE IT RESOLVED the TCAA authorized the Director of Operations to issue a purchase order to Tele-Optics, Inc. for the Concourse Gate Internet Installation in the amount of $71,267.45.
The motion passed unanimously.

CONSIDER: Airfield Painting Equipment Acquisition – Award Sherwin Industries, Inc.

The FAA provides standards for airfield markings through 14 CFR Part 139 and various Advisory Circulars. Historically, the airport relies on contractors for markings regardless of the size of the job. This leads to delays in completing smaller jobs. Due to the specialty of this equipment, a Sourcewell contract will be used to acquire the equipment, saving 15% in cost. The equipment will be funded with FY26 Airfield Expense funds.

TCAA 08/28/2025 – 5 Upon a motion made by Mr. Mark Ireson and seconded by Mr. Randall Eads, the following as adopted: BE IT RESOLVED the TCAA authorized the Director of Operations to issue a purchase order to Sherwin Industries, Inc. for a Graco LineLazer V 250DC HP Reflective Series in the amount of $42,175.

The motion passed unanimously.

CONSIDER: Maintenance Vehicle Gate Replacement – Award Ideal Manufacturing

The vehicle gate at Maintenance is 17 years old and has reached the end of its useful life. The gate has been out of service for repairs more than it has been working over the past few months. This has resulted in difficulties with maintenance equipment accessing portions of the airport. The gate will be funded with FY26 Airfield Expense funds.

TCAA 08/28/2025 – 6 Upon a motion made by Mr. Lewis Wexler and seconded by Mr. Ken Huffine, the following as adopted: BE IT RESOLVED the TCAA authorized the Director of Operations to issue a purchase order to Ideal Manufacturing for a Tilt-A-Way Gate in the amount of $42,175.

The motion passed unanimously.

CONSIDER: Nepotism Policy

As part of our revision of our Employee Handbook, staff have reviewed the current “Hiring of Relative or Friends Policy”. TCAA has revised and expanded the current policy to include updates and expanding the policy to be in line with current industry and governmental standards.

TCAA 08/28/2025 – 7 Upon a motion made by Mr. Zane Vanover and seconded by Mr. Todd Hensley, the following as adopted: BE IT RESOLVED the Nepotism Policy was accepted as presented.

The motion passed unanimously.

CONSIDER: HB Strategies Proposal and Agreement

HB Strategies Tennessee has provided TCAA with a proposal to provide representation and lobbying services for the Tri-Cities Airport on local and state governmental and legislative issues. Meagan Frazier, formerly of Harris Frazier Government Relations, will be the primary representative for TCAA. She also represents TAACA, which will provide concurrency and synergy between the efforts for both the statewide initiatives and the issues directly affecting TCAA. The cost is $2,000 per month for 12 months.

TCAA 08/28/2025 – 8 Upon a motion made by Mr. Cathy Ball and seconded by Mr. Ken Huffine, the following as adopted: BE IT RESOLVED the TCAA authorized the President/CEO to execute the HB Strategies Proposal and Agreement was accepted upon completion of legal review and review for conflict-of-interest clause.

The motion passed unanimously.

REPORT: Strategic Plan: Final Discussion – Objectives and Goals

Mr. Cossey then gave an overview of the updates that have been made to the Strategic Plan. He went over the TCAA Centers of Excellence which include regional partner and community assets, economic development, air service development, and general aviation growth. The core Airport/Aviation functions are to meet all Federal Regulations, exceed expectations in customer experience, and to exceed expectations in Community/Stakeholder communications and participation. Infrastructure development which includes Mater Plan implementation, to seek and develop unique and alternative funding, develop and identify incentive programs, identify multi-jurisdiction and multi-modal infrastructure issues and solutions, investigate and develop Public Private partnership opportunities, and improved and more aggressive marketing of Aerospace Park, General Aviation, and Non-Aeronautical developments. He then went over Community Engagement and Awareness, Economic Development and General Aviation Growth, and Air Service Development and Marketing. Mr. Cossey added that our Strategic Plan will always stay a draft, and we will always be updating it to improve. Mr. Ken Huffiune thanked Gene for this report and added that it is always great to review it to improve and update it.

REPORT: RFQ for FBO Maintenance Shop

Mr. Cossey then briefly reported an RFQ for an FBO maintenance Shop. The purpose of this is to release Tri-City Aviation (TCA) from obligation to provide basic aircraft maintenance services, increase service levels to airline operators., facilitate early transition of maintenance services to TCAA's FBO responsibility, and effectively establish outsourcing of maintenance needs early. The process of this would be to Issue LOA with TCA releasing maintenance obligation in return for early release of the maintenance space to TCAA. This would be timed with the entrance of a new operator. The process would be to issue LOA with TCA releasing maintenance obligation in return for early release of the maintenance space to TCAA and to publish RFQ for services (qualification based, not price based). Then TCAA will offer generous terms (to be negotiated after selection) to incentivize the best qualified provider including no-cost base charge for using the TCAA facilities and a tiered concession fee structure that waived over the first two to three years of service.

STAFF REPORTS:

Legal Counsel, Stephen Darden – He stated he had no update to give to the Board.

Director of Finance, Rachel Squibb – She discussed the year-to-date expenses for the year ended June 30, 2025. Some key takeaways are that the financial performance exceeded expectations, and we have a healthy financial foundation entering into FY2026.

Director of Marketing and Air Service, Trevor Rice – He discussed that June 2025set the record for highest monthly passenger count in TRI's history with 49,852 passengers, surpassing the previous record of 45,557 set in October 2024. That record was quickly broken the following month, as July 2025 saw 51,761 passengers, which is now the new all-time monthly high at TRI. Ms. Kylie Toler then explained that July was a strong month across all platforms, driven primarily by the Breeze Airways new service announcement. Engagement, reach, and follower growth all trended above the previous month and year-over-year, with Facebook and TikTok seeing notable spikes. The announcement content also outperformed typical averages, boosting engagement rates across the board. In July, TRI hosted a special announcement event for the new Breeze Airways service, providing an opportunity to engage directly with the community, highlight new travel options, and generate excitement around the airport's offerings. In August, TRI also connected with the community as a sponsor and exhibitor at the Meet the Mountains Festival, further reinforcing engagement with local audiences. Upcoming activations include sponsorships for ETSU Athletics and the Bristol Rhythm & Roots Reunion.

Director of Business Development, Mark Canty – Mr. Mark Canty reported that he gave a Foreign-Trade Zone (FTZ) presentation at the "Navigating International Trade" even hosted by the ETSU Innovation Laboratory. It was attended in-person as well as virtually and had participants from around the globe. He has also been assisting a company called Alfatech, whose representatives attended the event at the ETSU Innovation Laboratory. He reported that he completed site visits with all three finalists from our Aerospace Park Spec Hangar RFQ. Pure Development and JA Street also toured Aerospace Park and are expected to submit proposals and/or remain active in the process. Finally, he will be attending NBAA-BACE in Las Vegas in October.

Chief Operations Officer, David Jones – He discussed the following with the Board:

<u>FY 2023 CAPITAL PROJECTS</u>

1. **<u>Airport Master Plan Update Project (Professional Services)</u>**
   Project Amount $ 1,432,847.00
   Estimated Project Percent Completion 82%
2. **<u>Airport Terminal Public Adress System Improvements Project (Design/Bid)</u>**
   Project Amount $ 141,070.00
   Estimated Project Percent Completion 100%

<u>FY 2025 CAPITAL PROJECTS</u>

1. **Airport - Public Parking Lot Expansion (Construction)**
   Project Amount $ 2,684,006.50
   Estimated Project Percent Completion 58%
2. **Airport - TWY A Extension, TWY C Removal West of RWY 23 and RWY 5 RSA Improvements (Construction)**
   Project Amount $ 7,375,279.00

	Estimated Project Percent Completion	35%
3.	**Airport – Parking and Revenue Control System (PARCS) (Construction)**	
	Project Amount	$ 806,792.00
	Estimated Project Percent Completion	10%
4.	**Airport – Terminal/Concourse – Passenger Check Point Improvements (Construction)**	
	Project Amount	$ 9434600.00
	Estimated Project Percent Completion	0%
5.	**Airport – TWY A Bank Slide Rehabilitation - (Construction)**	
	Project Amount	$ 321,324.15
	Estimated Project Percent Completion	0%

President/CEO, Gene Cossey – Mr. Cossey stated that he did not have anything else specific to speak on that was not already spoke about. He thanked everyone for attending the meeting and Mr. Cossey and Mr. Parker Smith again welcomed our newest Board Members, Mr. Chris McCartt and Mr. John Hunter.

The meeting was adjourned at 12:09 p.m.

Respectfully submitted,

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Parker Smith, TCAA Chair

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Randall Eads, TCAA Secretary/Treasurer

Minutes taken by: Gracie Beach

NOTE: The Minutes are intended to reflect the general account of the events of the meeting and are not a verbatim transcription.

Tri-Cities Airport Authority Board Meeting
October 23, 2025, at 10:00 a.m.
In the TCAA Boardroom

AGENDA
Chair J. Parker Smith

1. **CONSIDER: Minutes from August 28, 2025, TCAA Board Meeting**
2. **REPORT: Committee Discussion**
3. **REPORT: Maintenance Services at the FBO RFQ**
4. **REPORT: Airline Services Equipment**
5. **CONSIDER: Administration Office Renovations– Award Comsa Construction, Inc.**
6. **CONSIDER: Administration Office Renovations Construction Admin Services – Award Kimley-Horn**
7. **CONSIDER: Fuel Farm Expansion Design/Bid Agreement – Award Kimley-Horn**
8. **CONSIDER: Wildlife Service Agreement – Award USDA**
9. **CONSIDER: FIDS Upgrade – Award AeroCloud**
10. **CONSIDER: Baggage Tug Purchase – Award Textron Ground Support Equipment, Inc.**
11. **CONSIDER: Belt loader Purchase - Award Textron Ground Support Equipment, Inc.**
12. **CONSIDER: GPU Purchase – Award Alvest Equipment Services**
13. **CONSIDER: Deice Truck Purchase – Award Polar Aircraft Deicer**
14. **CONSIDER: Terminal/Bag Claim Roof Rehab – Kimley-Horn Design/Bid Agreement**
15. **CONSIDER: Terminal Air Handler Replacement/Elect Transformer Removal – Kimley-Horn Design/Bid Agreement**
16. **CONSIDER: Cross Property Acquisition Offer – Kimley-Horn/Hanson/Legal Counsel**
17. **CONSIDER: Concourse Expansion – Kimley-Horn Preliminary Engineering Report Agreement**
18. **CONSIDER: Ground Handling Services Agreement – Breeze Aviation Group, Inc.**
19. **CONSENT**
    a. **Parking Lot Expansion – Summers & Taylor Change Order # 3**
    b. **Airfield/Runway Purchase Lighted X – Hali-Brite, Inc.**
    c. **ARFF Truck – Rosenbauer LLC – Change Order # 3 and Change Order # 4**
20. **STAFF REPORTS:**
    a. **Legal Counsel, Stephen Darden**
    b. **Director of Finance, Rachel Squibb**
    c. **Director of Marketing and Air Service, Trevor Rice**
    d. **Director of Business Development, Mark Canty**
    e. **Chief Operations Officer, David Jones**
    f. **President/CEO, Gene Cossey**

Lunch will be served following the meeting.

Committee Discussion

Verbal Reports

Tri-Cities Airport Authority
October 23, 2025

REPORT:

Maintenance Services at the FBO RFQ

Summary:

As part of the current operating agreement with Tri-Cities Aviation the TCAA reserves the right to assume the operations of portions of the Fixed Based Operator (FBO) before the May 2027 transition. One such operation is aircraft maintenance services which the TCAA plans to assume earlier than May 2027. Following this report is a draft of a Request for Qualifications (RFQ) for a 3rd party provider to provide aircraft maintenance services on behalf of the TCAA. The RFQ was developed around striking a balance between maintenance for General Aviation (GA) and airline aircraft, while providing financial consideration to assist in incentivizing respondents. Below are a few highlights of the Minimum Requirements:

- The selected respondent shall have the ability to provide routine maintenance, 100-hour inspections, and annual inspections for piston-powered aircraft. Additionally, they must be able to support a Cirrus Flight Center that a future tenant has plans to open.
- Provide hours of operations by appointment from 9:00 AM to 5:00 PM local time seven days a week.
- Be able to respond to airline maintenance calls and assist the TCAA with removing disabled aircraft in the movement area during regularly scheduled airline operations within thirty minutes.
- Employee at least two FAA licensed airframe and powerplant mechanics with at least one being licensed by the FAA with inspection authorization privileges.

Additionally, the following financial incentives will be provided:

- The TCAA will provide the use of the space listed in Exhibit C at no charge.
- The TCAA will provide all facility maintenance costs as outlined in the Summary of Minimum Requirements.
- The TCAA will provide all utility cost as outlined in the Summary of Minimum Requirements
- Specialized Aviation Services Operator (SASO) fee of 3% of gross revenue will be waived for the first year of the agreement.
- SASO fee of 3% of gross revenue will be waived for consecutive years after the first year in which gross revenue is less than 85% of the previous year.
- TCAA staff will provide assistance when needed at no cost, such as towing aircraft out of the hangar and marketing assistance.

With support from the board, staff is wishing to start advertising this RFQ in early November after incorporating any comments.

Submitted By: Chris Stipo
Director of Operations

REQUEST FOR QUALIFICATIONS

MAINTENANCE SERVICES AT THE FBO

RFQ Issue Date: TBD
RFQ Submissions Due: TBD

Send any questions on the RFQ to:
Chris Stipo, Director of Operations, cstipo@flytri.com

Send submissions to:

Tri-Cities Airport Authority
Attn: Chris Stipo
2525 Highway 75, Suite 301
Blountville, TN 37617

Request Overview

The Tri-Cities Airport Authority (TCAA) is requesting Statements of Qualifications and Experience from interested aircraft maintenance providers for services at the Tri-Cities Airport on behalf of the TCAA operated Fixed Based Operator (FBO). The initial award of the agreement will be for twenty (20) years with one (1) possible twenty (20) year extension. Providers would be expected to provide aircraft maintenance services to General Aviation (GA) and Commercial Air Carriers.

About the Tri-Cities Airport

Tri-Cities Airport (TRI) is the leading air transportation facilities provider for Northeast Tennessee, Southwest Virginia, portions of Western North Carolina, and Eastern Kentucky. TRI features wide-ranging services for scores of diverse travelers and offers nonstop flights to five hubs (Atlanta, Charlotte, Dallas Fort Worth, Orlando International, Orlando Sanford, St. Pete-Clearwater, and Washington-Dulles) on Allegiant, American, Breeze, and Delta.

Located in Blountville, TN, TRI is situated between the Tennessee cities of Bristol, Johnson City, and Kingsport. The airport is managed and operated by the Tri-Cities Airport Authority. The TCAA is tax exempt, and a regional airport authority organized under Tenn. Code Ann. 42-3-104. The facility houses nearly 30 businesses that employee more than 400 individuals. TRI is also home to Aerospace Park, a fixed base operator (FBO), government services, a flight school, helicopter maintenance operations, and private corporate hangars.

With an annual economic impact (2019) of over $233 million, $109 million in visitor spending, and $80.6 million in payroll, TRI is one of the leading economic generators in the region.

The TCAA will assume operations of the FBO May 2027, with plans to subcontract aircraft maintenance services. The operating agreement with the current FBO gives the TCAA the right to assume the operations of portions of the FBO before May 2027. One such operation is aircraft maintenance services which will begin earlier than May 2027. TRI is home to 64 based aircraft as of June 2025 consisting of the following breakdown:
Single Engine – 39
Multi-Engine – 12
Jet – 12
Helicopter – 1

Summary of Minimum Requirements

The following section outlines the minimal requirements that the TCAA expects from the selected maintenance provider. Providers may exceed these requirements and are encouraged to highlight these areas in their submittals.

Aircraft Maintenance

The selected provider shall have the ability to provide routine maintenance, 100-hour inspections, and annual inspections for piston-powered aircraft. A future tenant has plans to open a Cirrus Flight Center at TRI, and the selected provider shall be able to assist with maintenance operations related to the center. Additionally, the selected provider shall have the ability to respond to and assist the airlines that regularly service with maintenance requests.

Hours of Operations

The minimum hours of operation shall be by appointment from 9:00 AM to 5:00 PM local time seven days a week. Closures during holidays identified on the TCAA's holiday schedule are permitted. Maintenance services shall be available to all airlines serving TRI during regularly scheduled operations. The selected provider shall have the capability to respond to airline maintenance calls within thirty (30) minutes of notice. The selected provider shall have the capability to assist the TCAA with the removal of disabled aircraft from the movement area during regularly scheduled airline operations within thirty (30) minutes of notice.

A&P Mechanic

The selected provider shall employee at least two (2) FAA licensed airframe and powerplant mechanics at a minimum. At least one (1) mechanic shall be available during the hours of operations.

Licensed Inspection Authorization

The selected provider shall have at least one (1) mechanic licensed by the FAA with Inspection Authorization privileges readily available.

Tools

The selected provider shall have on hand necessary tools and repair equipment that is normally associated with aircraft maintenance as stipulated in this RFQ.

Insurance

See Exhibit B for minimum insurance requirements.

Maintenance Hangar

The selected provider will have exclusive access to # square feet of space, including office space, restroom, and a gas heating system. See Exhibit C for a layout of the hangar and square footage breakdown. The hangar will be turned over to the selected provider with all systems working and in compliance with local fire codes. Upon termination of the agreement, the hangar shall be returned to the TCAA in similar condition.

Facility Maintenance
The TCAA shall be responsible for maintaining the hangar, including heat, air, electrical, water, plumbing systems, and hangar doors. The selected provider shall be responsible for maintaining any appliances, machinery, tools, etc. that they provide. Major alterations, additions, or improvements to the hangar shall not be made without prior approval from the TCAA.

Utilities
The TCAA shall be responsible for the cost of utilities related to the hangar.

Fire Inspections
The TCAA shall be responsible for the cost of fire inspections and the cost of compliance with fire codes related to the hangar.

Overnight Aircraft Storage
Unless approved prior by the TCAA, the selected operator shall not utilize the hangar for overnight aircraft storage unless the aircraft are being held for maintenance.

Signage
The selected provider shall be responsible for all signage necessary for their operation. Any signage mounted on the exterior of the hangar must be approved by the TCAA.

Prices
The selected provider shall be responsible for setting prices for services provided. Hourly rates, inspection rates, and any other relevant rates must be published in the FBO Terminal. The selected provider may choose to advertise and publish rates elsewhere at their discretion.

Payments
The selected provider shall accept cash, check, or credit cards as payment for services rendered.

Monthly Reports
The selected provider shall generate monthly activity reports to be submitted to the TCAA. The Maintenance Activity Reports shall show: 1) the number of annual inspections performed; 2) the number of 100-hour inspections performed; 3) the number of hours of routine maintenance provided; and 4) details regarding any interaction with government agencies or the media. These reports shall be submitted by the 10th day of the following month.

Legal Requirements
The selected provider agrees to meet all FAA, State, and Local regulations and legal requirements to operate.

Financial Considerations

To incentivize successful respondents, the TCAA will provide the following financial incentives, with negotiation of additional incentives available to the successful respondent:

- The TCAA will provide the use of the space listed in Exhibit C at no charge.
- The TCAA will provide all facility maintenance costs as outlined in the Summary of Minimum Requirements.
- The TCAA will provide all utility cost as outlined in the Summary of Minimum Requirements
- Specialized Aviation Services Operator (SASO) fee of 3% of gross revenue will be waived for the first year of the agreement.
- SASO fee of 3% of gross revenue will be waived for consecutive years after the first year in which gross revenue is less than 85% of the previous year.
- TCAA staff will provide assistance when needed at no cost, such as towing aircraft out of the hangar and marketing assistance.

Evaluation Criteria

Up to three (3) Providers will be selected from all RFQ submittals for a short list. The TCAA Selection Committee will consist of internal employees and outside personnel with a vested interest in the Provider. Interviews may be requested at the discretion of the Selection Committee. The Statement of Qualifications will be reviewed and ranked by members of the Selection Committee, in accordance with the evaluation criteria points system. This qualification-based selection process is in accordance with the Tennessee Code Annotated Section 12-4-106. Providers will be evaluated and selected based on the following six (6) criteria:

Experience and Capabilities (25 Points)
Experience and capability to perform the services requested in this RFQ, including relevant examples of services performed at other airports and five (5) references. References should include the name, address, phone number, and email address.

Operating Plan (50 Points)

The operating plan should include specific information on specific services provided as part of the work outlined in this RFQ and anticipated staffing levels. The plan should include but not be limited to describing in detail how Services will be provided to meet the varying requirements of users at the airport. Key personnel involved with the plan should also be identified.

Transition Plan (25 Points)

The transition plan should clearly outline how the provider will ensure a seamless transition of aircraft maintenance operations and the continued operations with no disruptions including staffing. The plan should include but may not be limited to; a detailed timeline, equipment lead times associated with transition (this could include: additional equipment needed, branding and signage, point of sale systems, and any other essential assets), and what impacts will be noticed by both TRI and FBO customers. TCAA will remain neutral in all negotiations between the successful respondent and the incumbent operator.

TCAA reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key management staff assigned to the scope of work must participate in this presentation unless otherwise waived by TCAA. The presentation may be followed by a question-and-answer session. However, Statement of Qualifications may be accepted and approved without such discussion, at the TCAA's discretion.

The TCAA will select the Statement of Qualifications that, in the Authority's sole judgement, is deemed the best and most advantageous for the TCAA. The decision of the Authority will be final and conclusive, subject to successful negation and execution of an Agreement.

TCAA reserves the right to reject any and all submissions and to waive an informality in the RFQ process to the extent permitted by applicable law, and to accept any submissions, which in its sole discretion, is in the best interest of the Airport, if permitted by applicable law. Any omission, inaccuracy, or misstatement may be cause for rejection of a proposal. The TCAA further reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

The Maintenance Services are anticipated to be awarded following selection committee approval by Tuesday, February 10, 2026.

The award will not be final and effective, nor shall the TCAA be legally bound, until the fully executed contract is returned to the successful Proposer following the TCAA February 26, 2026, board meeting. In the event of a default of any of the successful Firm or his/her refusal to enter into an agreement with TCAA, TCAA reserves the right to accept the submission of the next qualified bidder.

Statement of Qualifications Content

The Statement of Qualifications will be submitted on no more than thirty-five (35) single-sided 8.5” x 11.0” paper. The Statement of Qualifications should only contain information relative to what is outlined in the “Evaluation Criteria” section and must be kept in the same order given in the “Evaluation Criteria” section. Additional information outside of the thirty-five (35) pages will not be considered.

Solicitation & Project Schedule

ACTIVITY	DATE
RFQ Issue Date	Monday, November 3, 2025
Question Deadline	Friday, November 28, 2025 – by 2:00 PM
Question Answered	Friday, December 12, 2025
Submission Due Date	Wednesday, January 14, 2026 – by 2:00 PM
Selection Committee Review Meeting	Thursday, January 22, 2026
Firm Interviews *(if necessary)*	Thursday, February 5, 2026
Selected Firm Notified	Tuesday, February 10, 2026
Contract Negotiations	February 11 – February 18, 2026
TCAA Board Approval	Thursday, February 26, 2026
Commencement of Contract	Wednesday, April 1, 2026

NOTE: All times are in Eastern Time

TCAA reserves the right to modify the schedule set forth in the above table at its sole discretion. Any such modifications will be stated in an addendum.

Request for Information

For more information or an alternate format of this RFQ, please contact Chris Stipo at cstipo@flytri.com.

Questions regarding this solicitation are to be submitted in writing to cstipo@flytri.com prior to 2:00 PM Eastern Time on Friday, November 28, 2025.

TCAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion.

It is the Respondent's responsibility to completely examine, understand, become familiar with, and fully informed of the terms, conditions, and specifications of this request for qualifications. Lack of understanding or misinterpretation of any portions of this request for qualifications shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the TCAA Operations Department and available for review under the Public Documents section of the Doing Business with TRI webpage: https://triflight.com/about/business-with-tri/.

Request for Qualifications Submission

Responses must be delivered physically and contain five (5) bound copies and one (1) electronic copy of the RFQ Statements. To be considered complete, submissions must be received in the Tri-Cities Airport Authority Operations office located in the Administrative Offices on the second floor of the terminal building prior to Wednesday, January 14, 2026, by 2:00 PM Eastern Time.

Submissions may be mailed or otherwise delivered to the address noted below.

Tri-Cities Airport Authority
ATTN: Chris Stipo, Director of Operations
2525 Highway 75, Suite 301
Blountville, TN 37617

Submissions shall be submitted in a sealed package, clearly labeled by TRI Maintenance Services at the FBO, Respondent's name, telephone number, and company name.

Submissions may be withdrawn by written request only if the request is received prior to the submission closing time. Negligence or mistake on the part of the Proposer shall not constitute a right to withdraw after closing time.

Late responses will not be considered. Corrections and/or modifications received after the closing time specified will not be considered.

If more than one proposal is offered by one party, all such submissions shall be returned unopened. If duplicate submissions are not discovered until after opening, such duplication shall be caused for immediate rejection of such submissions. Fees or other cost proposal information is expressly excluded from this RFQ.

Materials that are beyond the scope of this request will not be used to determine the award and is not desired. Each submission should be simply and economically prepared, providing a concise description of the Firm's ability to perform the services requested. Emphasis should be on the completeness and clarity of content.

All submitting respondants must be properly licensed to conduct business in the State of Tennessee.

Submissions that are incomplete, conditional, obscure or which contain additions not called for, or irregularities of any kind, may be cause for rejection.

TCAA is not liable for any costs incurred by any prospective respondent prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

Each submission must be signed by a person authorized to sign contracts on behalf of the Firm. The name of the person signing must be followed by title and date.

All submissions, including attachments, supplementary materials, addenda, etc. shall become the property of the TCAA and will not be returned.

Agreement

The top ranked respondent will be invited to negotiate an agreement with the TCAA. A detailed scope of work and plan for operations will be developed and agreed to by the selected resondent and the TCAA. The final agreement for Aircraft Maintenance Services, will be subject to review and approval by the TCAA Board of Commissioners.

Terms & Conditions

The selected Respondent will be required to enter into a written agreement with the TCAA on a form approved by the Authority's legal representative. The selected Respondent will be required to comply with all the requirements of the Agreement, which will be prepared in accordance with the successful submission. Signature on the included *Signature Page* (Exhibit A) will serve as an acknowledgment that the proposer is willing to enter the agreement if awarded the contract.

TCAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a Respondent's submission. No attempt to modify TCAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by TCAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the TCAA.

The intention of the Request for Qualification specifications is to promote properly designed and all-inclusive responses. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations at all times during the completion of any contract with TCAA.

The terms of this request shall be interpreted, construed, and enforced pursuant to the laws for the State of Tennessee, and the parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Tennessee.

n.

Each Respondent will be required to maintain minimum insurance requirements as detailed in the *Insurance Requirements* provision attached as Exhibit B.

Termination For Cause: Should the Respondent fail to perform the work as required by and in accordance with the schedule or time requirements or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have thirty (30) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of TCAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the TCAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the TCAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

Licenses

Mechanics with FAA Airframe and Power Plant Certifications, and an additional mechanic supervisor with an FAA Inspection Authorization Certification. The supervisor should have FAA Part 145 Repair Station experience. The Inspection Authorization (IA) is required by the FAA to return an aircraft to flight ready status following maintenance.
All submitting respondent must be properly licensed to do business in the State of Tennessee and must comply with applicable laws in the State of Tennessee. The company/firm does not have to be based in Tennessee; however, company/respondents are required to submit evidence of all professional licenses, required to complete the work as part of this RFQ submittal, in the State of Tennessee. Failure to comply with the licenses request may be grounds for rejecting the company/firm submittal as non-responsive.

No-Contact Policy

The Chair of the Airport Authority Board of Commissioners of the TCAA has imposed a no-contact policy on the selection process. The no-contact policy is intended to prohibit any potential proposer from engaging in any direct or indirect lobbying of any Board Member, Airport Authority staff member, other persons or organization that may be involved in this RFQ process. The no-contact policy is effective between the date this RFQ is issued and the date of the approval of the Agreement for Aircraft Maintenance Services agreement by the Airport Authority Board of Commissioners. Questions submitted in writing to the Airport Authority for clarification of the information contained in this RFQ are not prohibited by this policy.

Exhibit A

Signature Page

In Response to: Aircraft Maintenance Services

(1) The individual executing this Signature Page, on behalf of the Respondent, in the above named process represents and warrants that he/she is authorized by the Respondent's Board of Directors or other concerned parties who have an interest in the business. Further, he/she certifies by their signature that the information contained in the response is true and accurate to the best of their knowledge, that the response meets or exceeds the requested specifications that the Respondents will comply with all provisions and conditions specified, and that all requested information has been submitted.

(2) __________________________(name); _________________________(title); deposes and warrants that _____________________________________(firm) has not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition in connection with the response submitted to the request named above. Further, that the response has been independently produced, void of collusion with any other proposer, competitor, or potential competitor. No information contained in this response has been knowingly disclosed prior to the official opening of the response. Lastly, no attempt has been made to induce any person or company to submit or not submit a response to the above named request. This statement is made under penalty of perjury.

(3) By providing a response to this solicitation, the Proposer certifies that he/she does not discriminate against any employee or applicant for employment on the grounds of of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. He/she further agrees that he/she will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts and that he/she will forward a notice of this requirement to such proposed sub-contractors.

(4) Insurance Requirements – Exhibit B of this process details the insurance requirements for this project. The individual executing this signature page warrants that upon winning selection in this process that the Respondent will supply TCAA with a certificate or certificates from the Proposer's insurance carrier listing TCAA as additional named insureds.

Company or Corporation Name

Name *(signature)* Date

Name *(printed)*

Title

Exhibit B

Minimum Insurance Requirements

General Liability coverage (which includes Premises and Property Damage) of at least $1,000,000.00 combined single limit (CSL).

Operator shall furnish TCAA with a certificate or certificates from Operator's insurance carrier, executed on TCAA's standard form, showing such insurance to be in full force and effect, with said certificate or certificates to contain a provision that written notice of cancellation or any material change in said policy by the insurer shall be delivered to TCAA at least thirty (30) days in advance of the effective date thereof. In the event that Operator shall at any time fail to furnish TCAA with the certificate or certificates required, TCAA, upon written notice to Operator of its intention to do so, shall have the right to secure the required insurance, at the cost and expense of Operator, and Operator hereby agrees to reimburse TCAA promptly for the cost thereof plus Ten Percent (10%) for expenses of administration. All such insurance policies shall be maintained with an insurance company satisfactory to TCAA and shall include TCAA, and TCAA's officers, agents and employees as additional named insureds, as their interests may result from this Agreement.

Operator shall, upon request, furnish to TCAA adequate evidence of provision for Workers' Compensation Insurance, Social Security and Unemployment Compensation, to the extent such provisions are applicable to Operator's operations hereunder.

Exhibit C

Layout and Square Footage

The architects are putting this together.

Tri-Cities Airport Authority
October 23, 2025

REPORT:
Airline Servies Equipment

Summary:

The Airline Services Department handles the ground handling for Allegiant, Sun Country, and additional charters as needed. The TCAA was recently awarded the ground handling contract for Breeze and will be coming to the board for approval to procure additional equipment. Breeze has inquired to see if the TCAA has an air start or conditioning unit for their use. The is currently a mounted conditioning unit on each jet bridge, but no mobile unit for the hard stand gates. The conditioning unit is used to cool and heat the interior of the aircraft, and using the unit is cheaper for the airlines than using that aircraft's onboard system. An air start is sometimes used by the airlines to help start the engines in certain instances, which they may be unable to due without. The TCAA does not have access to an air start.

Similar to previous reports on equipment leading to the launch of service by Breeze, the staff may need to procure equipment in a time period that would not be compatible with the board meeting schedule. In the event that Breeze does need a mobile air start and/or a conditioning unit, the TCAA would enter an agreement with a provider to lease each piece of equipment over a 12-month period at an estimated $82,548 for an air start and $62,580 for a conditioning unit. Staff would then come to the board at the December board meeting for retroactive approval.

Submitted By: Chris Stipo
Director of Operations

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Administration Office Renovations
Award Comsa Construction, Inc.

Summary:

The airport previously explored improving the administrative offices and boardroom in 2019 but put those improvements on hold due to Covid. Future plans and growth have created the need for additional offices space for administrative staff and a larger boardroom. Kimley-Horn completed design/bid services for the renovation and expansion of administrative offices. The project was advertised with the TCAA receiving four bids on October 2nd with Comsa Construction, Inc. having the lowest and most responsive bid in the amount of $2,218,431. During the bidding process multiple bidders brought concerns about the mezzanine level windows to the TCAA's attention. The decision was made to bid the project as is and then negotiate the increased cost due to the windows with the awarded bidder. Comsa Construction, Inc. has proposed an additional cost of $262,868 putting the total amount at $2,481,299. The project will be funded through airport cash reserves, and the following is the funding plan:

<u>Administrative Office Renovations – Funding Plan</u>

Airport Administration (Advertise/Legal)	$ 10,000
Construction Administration	$ 135,402
Construction (Bid)	$2,481,299
Construction Contingency (10%)	$ 248,130
Furniture	$ 300,000
Estimated Total	$3,281,217

The Authority's Legal Counsel will provide/review construction contract prior to execution.

Recommendation:

Authorize the Chairman to execute a construction contract with Comsa Construction in the amount of $2,481,299 for the Administrative Office Renovations.

Submitted By: Chris Stipo
Director of Operations

CainRashWest Architects, Inc

130 Regional Park Dr., Kingsport, TN 37660   Office (423) 349-7760   Fax (423) 349-7413

E-mail info@grcinc.com   www.grcinc.com

October 16, 2025

Mr. David Jones, Chief Operating Officer
Tri-Cities Airport Authority
2525 Hwy 75, Suite 305
Blountville, TN 37617

Project: Terminal Building - Administrative Office Renovations
Tri-Cities Airport
TCA Project No. 20900-000
Kimbley-Horn Project No. 118579022
CRW Project No. 202558

Subject: Recommendation for Award of Construction Contract

Dear Mr. Jones:

The project was advertised for bid, including publication in the paper, on or about September 9th, 2025, and sealed bids were received and read aloud on October 2nd, 2025, at 2:00pm EDT in the Board Room at the Tri-Cities Airport for the above referenced project. In addition to the bidding documents being sent to multiple plan rooms, we were contacted by six Contractors, who all received a complete set of bidding documents, including both addendums. These six contractors as well as two additional contractors attended the Pre-Bid meeting held on September 17th, 2025. Of all those bidders we received four bid packages, which were received by the required bid time, and which appeared to meet all the bid submission requirements. Upon subsequent detailed review of the bids, the bid from Skilled Services was not submitted on the correct bid form and the math did not work as shown on the bid form submitted. As a result, we recommend that this bid be disqualified. The results of the remaining three bids are summarized below:

Contractor	Total Bid
Comsa Construction	$2,218,431
Eaton Construction	$2,238,730
Mavin Construction	$2,875,000
Architect / Engineer's Estimate	$1,910,000

Kimley-Horn and CRW reviewed each of the bids received, along with the supporting documentation, and determined that each of these three bids appears to be inclusive and responsive to the bidding requirements. Please see the attached "BID TABULATION – ANALYSIS SUMMARY" which shows that Comsa Construction is the low bidder. The difference between the low bid and the Engineer's / Architect's estimate is about $300,000 or about 14%. This difference appears to be impacted by the higher than anticipated costs associated with the glass replacement portions of this project and by increased costs overall, reported to be associated with tariffs and delivery costs.

During the bidding process and during conversations with the two low bidders, it became clear that there are concerns with the glass replacement proposed for the windows in the Mezzanine level. These are high storefront windows that are pretty old and, by today's standards, are not the appropriate type of window for these large openings. We directed the low bidder, Comsa Construction, to prepare an additional cost for replacing these windows completely with new curtain wall windows that are designed for a wind pressure created by a 115 MPH wind to meet current codes. Comsa has provided a proposed additional cost of $262,868.00 for this system, which includes a deduction for the glazing replacement cost of $109,642.00 that was included in the original bid. They also requested that the construction period be extended from 120 days to 150 days due to the logistical issues associated with the window replacement. This seems reasonable.

Comsa Construction is a well-established construction company located in this area with a great deal of experience with projects at the airport. I personally have worked with them on a number of past and successful projects. It is our opinion they fully understand the project scope and are well qualified to complete this project. Attached is the Bid Analysis Summary and Bid Tabulation Analysis Summary. Assuming all other legal and bonding requirements are met, we recommend this project be awarded to Comsa Construction in the amount of $2,481,299.00 ($2,218,431.00+ $262,868.00).

Please let me know if you have any questions or concerns about this recommendation.

Sincerely

Kevin Pugsley
Architect, Project Architect
CainRashWest Architects

BID TABULATION - ANAYLSIS SUMMARY

TRI-CITIES AIRPORT

Tri-Cities Airport -Admininstrative Office Renovations

Bid Date 01 October 2025 @ 2:00 P.M.

				COMSA CONSTRUCTION		EATON CONSTRUCTION		MAVIN CONSTRUCTION		CONSTRUCTION PARTNERS		Skilled Services - Disqualified	
ITEM NO	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	**Mobilization**	**L.S.**	**1**	$21,567.00	**$21,567.00**	$ 10,000.00	**$ 10,000.00**	$ 15,000.00	**$ 15,000.00**	$ 10,000.00	**$ 10,000.00**		
2	**Construction Safety Plan / Measures, Access Controls, and S**	**L.S.**	**1**	$17,917.00	**$17,917.00**	$ 21,000.00	**$ 21,000.00**	$ 105,000.00	**$ 105,000.00**	$ 35,000.00	**$ 35,000.00**		
3	**General Conditions**	**L.S.**	**1**	$23,385.00	**$23,385.00**	$ 173,000.00	**$ 173,000.00**	$ 125,000.00	**$ 125,000.00**	$ 260,000.00	**$ 260,000.00**		
4	**Phase One - New Entry / Exit door, Sidewalk and Canopy**	**L.S.**	**1**	$67,903.00	**$67,903.00**	$ 100,000.00	**$ 100,000.00**	$ 80,000.00	**$ 80,000.00**	$ 165,000.00	**$ 165,000.00**		
5	**Phase One - Exterior Windows - Reglazing / Sealing and Tint**	**L.S.**	**1**	$48,631.00	**$48,631.00**	$ 63,500.00	**$ 63,500.00**	$ 58,050.00	**$ 58,050.00**	$ 84,633.00	**$ 84,633.00**		
6	**Phase One Unit Price - Removal of existing plaster ceiling th**	**S.F.**	**3100**	$3.25	**$10,075.00**	$ 4.30	**$ 13,330.00**	$ 6.50	**$ 20,150.00**	$ 5.00	**$ 15,500.00**		
7	**Phase One - Interior Renovations**	**L.S.**	**1**	$803,228.00	**$803,228.00**	$ 712,000.00	**$ 712,000.00**	$ 1,035,000.00	**$ 1,035,000.00**	$ 561,000.00	**$ 561,000.00**		
8	**Phase Two - Exterior Windows - Reglazing / Sealing and Tint**	**L.S.**	**1**	$142,038.00	**$142,038.00**	$ 171,500.00	**$ 171,500.00**	$ 164,000.00	**$ 164,000.00**	$ 199,040.00	**$ 199,040.00**		
9	**Phase Two Unit Price - Removal of existing terrazzo flooring**	**S.F.**	**5200**	$3.80	**$19,760.00**	$ 5.75	**$ 29,900.00**	$ 14.00	**$ 72,800.00**	$ 10.00	**$ 52,000.00**		
10	**Phase Two - Interior Renovations**	**L.S.**	**1**	$1,063,927.00	**$1,063,927.00**	$ 944,500.00	**$ 944,500.00**	$ 1,200,000.00	**$ 1,200,000.00**	$ 1,216,000.00	**$ 1,216,000.00**		
		TOTAL FROM BID FORM:			$2,218,431.00		$2,238,730.00		$2,875,000.00		$2,598,173.00		
A	**Install New Glazing Gaskets – Broken Glass – Phase One. Bid to include the replacement of 11 sections of glass due to breakage. Provide a unit cost for replacement of any additional sections that require replacement above this count. Cost to include temporary window in-fill while new Glass is fabricated.**	**Per Unit**		$2,372.00		$ 2,375.00		$ 1,868.00		$ 1,868.00			
B	**Install New Glazing Gaskets – Broken Glass – Phase Two – Lower Sections. Bid to include the replacement of 13 sections of glass due to breakage. Provide a unit cost for replacement of any additional sections that require replacement above this count. Cost to include temporary window in-fill while new Glass is fabricated.**	**Per Unit**		$2,372.00		$ 2,375.00		$ 1,868.00		$ 1,868.00			
C	**Install New Glazing Gaskets – Broken Glass – Phase Two – Upper Sections / Special Shapes. Bid to include the replacement of 9 sections of glass due to breakage. Provide a unit cost for replacement of any additional sections that require replacement above this count. Cost to include temporary window in-fill while new Glass is fabricated.**	**Per Unit**		$2,372.00		$ 2,375.00		$ 1,868.00		$ 1,868.00			

BID SUMMARY - TABULATION

TRI-CITIES AIRPORT

Administrative Office Renovations

Bid Date: 01 Ocotober 2025, 2:00pm

Cain Rash West Architects
Architectural Services
130 Regional Park Dr.
Kingsport, TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

BIDDERS	TN LICENSE #	BID BOND	ADDENDA 1	ADDENDA 2	REMARKS	TOTAL BID
COMSA CONSTRUCTION	66633 Exp 3/31/27	✓	✓	✓	PLAN HOLDER	$2,218,431.00
JA STREET AND ASSOCIATES					PLAN HOLDER	NOT BIDDING
GRC CONSTRUCTION					PLAN HOLDER	NOT BIDDING
NOVATECH					PLAN HOLDER	NO BID SUBMITTED
EATON CONSTRUCTION SRVS	76717 Exp 8/31/27	✓	✓	✓	PLAN HOLDER	$2,238,730.00
GRUPO CONTRERAS LLC					PLAN HOLDER	NO BID SUBMITTED
MAVIN CONSTRUCTION	80127	✓	✓	✓	PRE-BID MEETING	$2,875,000.00
CONSTRUCTION PARTNERS	63246 Exp 1/31/26	✓	✓	✓	PRE-BID MEETING	$2,598,173.00
BURWIL					PRE-BID MEETING	NO BID SUBMITTED
SKILLED SERVICES LLC	34266 Exp 10/31/26	✓	✓	✓	PRE-BID MEETING	$4,247,000.00

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Administration Office Renovations
Award Kimley-Horn Construction Administration Services Agreement

Summary:

The airport previously explored improving the administrative offices and boardroom in 2019 but put those improvements on hold due to Covid. Future plans and growth have created the need for additional offices space for administrative staff and a larger boardroom. Kimley-Horn completed design/bid services for the renovation and expansion of administrative offices, and the project was advertised with the TCAA receiving four bids on October 2nd. Kimley-Horn prepared a project construction administration services agreement which includes pre-construction and progress meetings, material submittal review/approval, on-site quality control inspections, coordination with staff and tenants, and close out documents for $135,402. The project will be funded through airport cash reserves, and the following is the funding plan:

<u>Administrative Office Renovations – Funding Plan</u>

Airport Administration (Advertise/Legal)	$ 10,000
Construction Administration	$ 135,402
Construction (Bid)	$2,481,299
Construction Contingency (10%)	$ 248,130
Furniture	$ 300,000
Estimated Total	$3,281,217

The Authority's Legal Counsel will provide/review the contract prior to execution.

Recommendation:

Authorize the Chairman to execute a construction administration services contract with Kimley-Horn in the amount of $135,402 for the Administrative Office Renovations.

Submitted By: Chris Stipo
Director of Operations

PROJECT SPECIFIC CONTRACT
BETWEEN TRI-CITIES AIRPORT AUTHORITY
AND ENGINEER OR CONSULTANT

TCAA Project No. ____________________
AIP Project No. ____________________
Project No. ____________________
Project Title: Administration Office Renovations Construction Phase Services

THIS PROJECT SPECIFIC CONTRACT ("Contract") made and entered into effective the ____ by and between **TRI-CITIES AIRPORT AUTHORITY**, and **KIMLEY-HORN AND ASSOCIATES, INC**., whose address is 10 Lea Avenue, Suite 400, Nashville, TN 37210, its successors, affiliates, and related entities (herein referred to as "Engineer" or "Consultant").

RECITALS

WHEREAS, the Tri-Cities Airport Authority (herein, "Owner") is the owner and operator of Tri-Cities Airport, TN/VA (herein, "Airport") and is empowered, pursuant to the law of the State of Tennessee and its Charter, to enter into contracts which impact the Airport; and

WHEREAS, Engineer or Consultant was chosen to provide services on a non-exclusive basis for a term and pursuant to the terms and conditions of a STANDARD FORM CONTRACT BETWEEN TRI-CITIES AIRPORT AUTHORITY AND ENGINEER OR CONSULTANT FOR PROFESSIONAL SERVICES (2023 EDITION), ("Contract") which was effective the 26th day of October, 2023, and which is incorporated herein by reference as if reproduced verbatim and whose terms and conditions shall govern and control this Contract unless stated herein; and

WHEREAS, the Contract contemplates and requires that Owner and Engineer or Consultant enter into separate contracts for each project on which Owner chooses to utilize the services of Engineer or Consultant;

NOW THEREFORE, in consideration of the mutual covenants contained both in the Contract and herein, and for other good and valuable consideration, same being deemed wholly adequate by the parties hereto, Owner and Engineer or Consultant agree and have agreed as follows:

ARTICLE 1. PROJECT DESCRIPTION (See, EXHIBIT "1" hereto).

ARTICLE 2. PROJECT SCOPE OF SERVICES (See EXHIBIT "2" hereto).

ARTICLE 3. PROJECT SCHEDULE. (See EXHIBIT "3" hereto).

ARTICLE 4. PROJECT SPECIFIC CONTRACT COMPENSATION.

Engineer or Consultant shall be compensated for its work on the project pursuant to as follows:

____

____

____

(See, EXHIBIT "4" hereto).

ARTICLE 5. OWNER'S BUDGET SUMMARY

The following Budget Summary encompasses all known project costs, including, but not limited to the following: Engineer's or Consultant's Total Fixed Consultant Fees, Engineer's or Consultant's Estimated Construction Costs, Owner's Budget including Owner's Administration Costs, Owner's Representative, and Contingency Costs. (See EXHIBIT "5" hereto).

~~ARTICLE 6. ADDITIONAL SPECIAL PROVISIONS~~

~~State of Tennessee; Local or Other Provisions (See, EXHIBIT 6).~~

~~ARTICLE 7. CONDITIONS (See, EXHIBIT 7)~~

~~Owner and Engineer or Consultant acknowledge and agree that each project may have associated with it certain General Conditions, Special Conditions and/or Technical Specifications which may be contained in the contract(s) between Owner and general contractor or subcontractors. Further, said General Conditions, Special Conditions and/or Technical Specifications may place additional duties and/or responsibilities upon Owner and/or Engineer or Consultant and those additional duties and/or responsibilities are incorporated herein and made a part of this Contract by reference as if reproduced verbatim.~~

~~ARTICLE 8. ADDITIONAL TERMS~~

~~The following terms, in addition to those imposed on Engineer or Consultant herein, or as contained in the Contract, and/or General Conditions/Special Conditions/Technical Specifications referenced in Article 6, Exhibit above, will be applicable to this Contract:~~

~~(See, EXHIBIT 8).~~

~~ARTICLE 9. DOCUMENTS, ITEMS INCORPORATED INTO PROJECT SPECIFIC CONTRACT.~~

~~In addition to the Contract and the various Exhibits hereto mentioned above, the following documents, items and things are incorporated into this Project Specific Contract by reference and made a part hereof as if they were reproduced verbatim:~~

~~(See, EXHIBIT 9).~~

ARTICLE 10. <u>TOTAL CONTRACT: AMENDMENTS</u>

This Project Specific Contract, whose form is incorporated in and is an Exhibit to the Standard Form Contract Between Tri-Cities Airport Authority and Engineer or Consultant for Professional Services (2023 Edition), together with all Exhibits and attachments to both the Project Specific Contract and said Standard Form Contract, constitute the entire agreement between Owner and Engineer or Consultant and supersedes all prior written or oral understandings. This Project Specific Contract may only be amended, supplemented, modified or cancelled by written instrument executed by the duly authorized representatives of Owner and Engineer or Consultant. There shall be no presumption of authorship.

<u>ARTICLE 11. INSURANCE</u> (See, EXHIBIT 11).

IN WITNESS WHEREOF, the duly-authorized official of Owner, by authority vested in him/her, has hereunto subscribed his/her name on behalf of Owner and said Engineer or Consultant, ____, has caused this Contract to be executed by a duly authorized representative, effective the date first above written.

TRI-CITIES AIRPORT AUTHORITY

By:___________________________________

Title:_________________________________

ENGINEER OR CONSULTANT:

By:___________________________________

Title:_________________________________

Approved as to Form: ______________________________________
Attorney for Tri-Cities Airport Authority

TERMINAL BUILDING ADMINISTRATION OFFICE RENOVATION

Construction Phase Services Scope of Work

Tri-Cities Airport

Blountville, TN

October 8, 2025

Prepared by:

Kimley»Horn

EXHIBIT 1

Project Description

The Tri-Cities Airport Authority (TRI, Client, or Owner), managing the Tri-Cities Airport (TRI) has selected Kimley-Horn and Associates, Inc (Kimley-Horn or Consultant) to provide construction phase services associated with the Terminal Building Administration Office Renovation (Project). The proposed Project includes the renovation of two existing areas within the terminal building. One area is about 3,200 square feet of space on the main level of the original terminal building where the old restaurant was located as shown in Figure 1. The other area is the existing administrative office area on the mezzanine that is about 5,200 square feet.

The construction for this project is anticipated to last approximately 240 calendar days or 34 weeks. RPR services are anticipated to vary throughout the project according to critical work milestones. A total of 34 weeks @ 20hours/week equivalent to 680 hours has been budgeted.

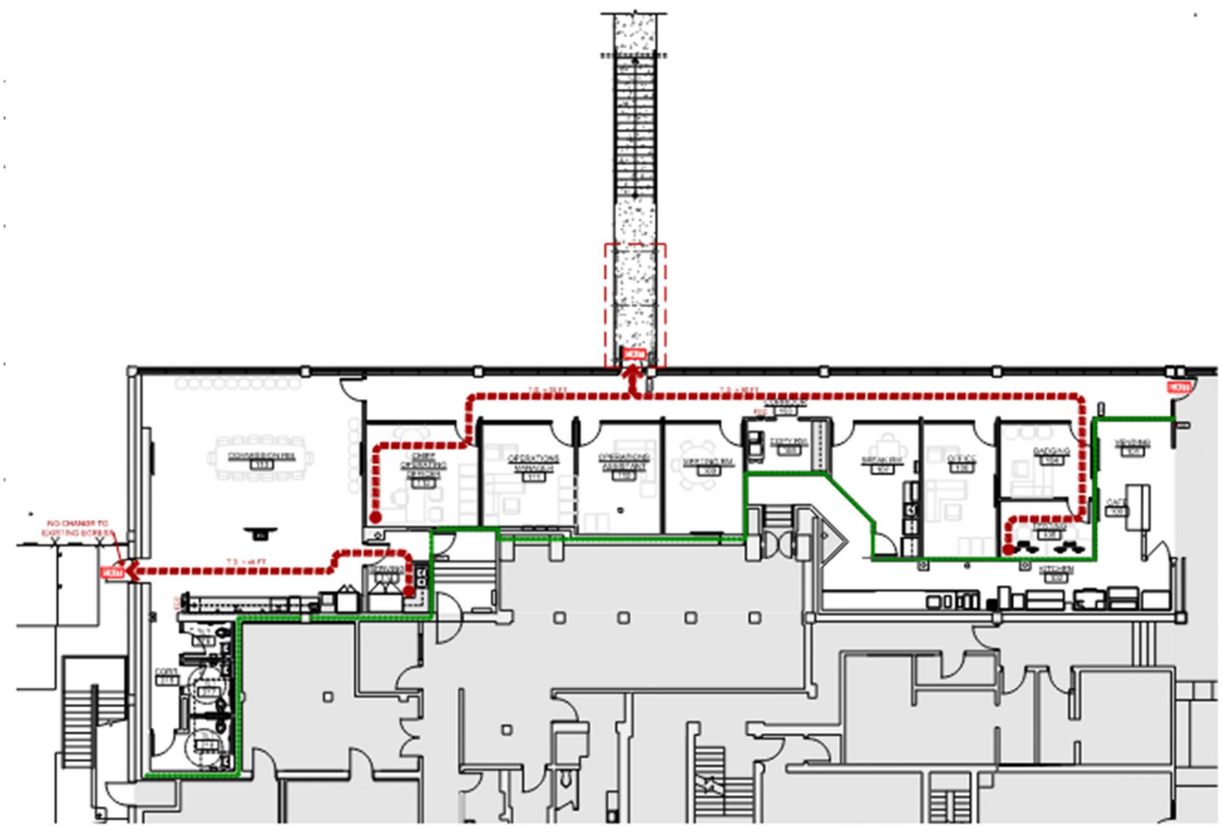

Figure 1 – Project Limits Main Level

Figure 2 – Project Limits Mezzanine Level

EXHIBIT 2

Project Scope of Services

TASK 1 CONSTRUCTION ADMINISTRATION

The Construction Administration Task consists of those services that are necessary to facilitate the construction of the Project. Specific tasks consist of the following:

Task 1.1 Grant Assistance

The Consultant will assist the Owner with the preparation of Application documents for the procurement of project funding.

Task 1.2 Coordinate and Administer Subconsultant Services

The Consultant will secure the services for the Architect and Resident Project Representation (RPR) for the Project. The Consultant will review subconsultant schedules and coordinate their activities on behalf of the Owner.

Task 1.3 Subconsultant Support Services

The subconsultant CainRashWest Architects will work alongside Kimley-Horn to assist with the Construction Phase as follows:

- Assist with the review and approval of submittals.
- Review and respond to contractor questions in the form of RFI's.
- Site visits (12) at project milestones or as requested by the client.
- Produce site visit reports.
- Attend OAC (Owner Architect Contractor Meetings)
- Participate in value engineering meeting as requested by the client.
- Assist in the review and approval of payment applications and or change orders
- Assist in project close-out

Task 1.4 Notice of Award

The Consultant will prepare the Project Notice of Award and distribute conformed documents to the Contractor and Owner.

Task 1.5 Pre-Construction Meeting

The Consultant's Sr. Project Manager and Professional Engineer will coordinate and attend one (1) pre-construction meeting at TRI with the Contractor and Owner to develop lines of communication, present the construction schedule, coordinate construction activities, testing and safety requirements. The Consultant will prepare and distribute meeting minutes.

Task 1.6 Bi-Weekly Construction Progress Meetings

The Consultant will coordinate and attend periodic construction progress meetings in person throughout the project. The meetings will review project status, contract days expended, outstanding submittals and RFI's, the project schedule, safety and security, and a detailed look at upcoming work to be accomplished over the next two week period. The Consultant will prepare and distribute meeting minutes. It is assumed that there could be up to seventeen (17) bi-weekly construction progress meetings.

Task 1.7 Periodic Site Visits

The Consultant will make up to eight (8) periodic construction site visits for the duration of the project construction. The site visits will include observations of construction progress and quality of work, observations of construction operations, and discussions of outstanding issues. The Consultant will document the visit and provide written reports of observations made during the site visit.

Task 1.8 Schedule Review

The Consultant will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. The Consultant will also review the construction schedule during progress meetings to determine if the Contractor is on schedule to complete the project within the contract time allotted, to review critical path items, identify long lead items, and to document when variances exist and schedule updates are needed.

Task 1.9 Submittal Review

The Consultant will review and comment on the shop drawings, samples, and other data which the Contractor is required to submit. The Consultant will log and track all submittals and will document submittal date, the action taken, and the date returned. The Consultant's review of all shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.

Task 1.10 Change Orders

The Consultant will prepare routine changes orders when the Contractor notifies the Consultant of subsurface or physical conditions at the site which conflict with construction as shown in the contract. The Consultant will advise the Owner as to the appropriate action(s) and will assist the Owner in responding to the Contractor. Significant changes that may be required due to conditions beyond the control of the Consultant may be considered an Additional Service.

Task 1.11 Requests for Information

The Consultant will review and respond to Requests for Information (RFI's) and maintain a log of RFI's and their responses.

Task 1.12 Correspondence and Communications

The Consultant will coordinate written communication among the Contractor, Consultant and Owner as needed during construction. The Consultant will initiate communication regarding matters important to the Owner including items that could have an impact on project costs, contract time, or require changes to the contract documents.

Task 1.14 Contractor Pay Request

The Consultant will receive and review the Contractor's requests for payment and shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The Consultant will provide recommendations to the Owner as to the acceptability of the requests and will advise the Owner as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. It is assumed that the Consultant will review and assist in the preparation of up to eight (8) contractor pay applications during the execution of the project.

Task 1.15 Project Management

The Consultant will provide project management including scheduling, resource allocation, project monitoring, and control for the contract administration services. The Consultant will also provide the Owner with regular updates on the Project's status.

TASK 2 PROJECT CLOSEOUT

The Project Closeout will consist of the following tasks:

Task 2.1 Substantial Completion Inspection

The Consultant will perform, together with the Owner's authorized representatives, an inspection of the project after the Contractor has substantially completed work on the project, and prior to the acceptance of work. The Consultant will provide written documentation of any items of work found to be out of compliance with the contract documents or incomplete in the form of a punch-list.

Task 2.2 Final Inspection

The Consultant will perform, together with the Owner's authorized representatives, a final inspection of the project after the Contractor has completed the punch-list to determine and document that all punch-list items have been completed.

Task 2.3 Record Drawings

The Consultant will revise the Issued for Construction drawings to reflect available record information provided by the Contractor and equipment suppliers to show significant changes made in the work during the construction of the project. The Consultant will submit an electronic copy of these 'as-built' documents to the Owner.

Task 2.4 Project Closeout Manual

The Consultant will prepare a Project Closeout Manual to provide adequate project documentation and to assist with grant closeout. The manual will include record drawings, material warranties, a record of approved material submittals, a record of RFI's, material testing results, copies of approved change orders, copies of approved pay applications, inspection reports, and required project completion forms.

TASK 3 SPECIAL SERVICES

The Special Services will consist of the following tasks:

Task 3.1 Resident Project Representative (RPR)

The Consultant's RPR will provide part-time RPR to observe and monitor project construction. RPR services are anticipated to vary throughout the project according to critical work milestones. A total of 34 weeks @ 20hours/week equivalent to 680 hours has been included.

The RPR's observation of the work is not an exhaustive observation of all work performed by the Contractor. The RPR's observations will not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and Consultant will not assume liability in any respect for the construction of the project. The Consultant will obtain written plans from the Contractor for quality control of its work and will monitor the Contractor's compliance with its plan. The Consultant will not be responsible for the Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor will the Consultant be responsible for the Contractor's failure to perform in accordance with the contract documents. The Consultant neither guarantees the performance of the Contractor, nor assumes responsibility for any Contractor's failure to perform its work in accordance with the Contract Documents.

Should the RPR discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the Consultant will bring this to the attention of the Contractor and the Owner. The Consultant will thereupon monitor the Contractor's corrective actions and will advise the Owner as to the acceptability of the corrective actions.

EXHIBIT 3

Project Schedule

The Consultant will provide the services listed above as expeditiously as practicable to meet a mutually agreed upon schedule. The dates listed below are only an estimate of project duration and a detailed schedule will be prepared and submitted for review by the Contractor upon receipt of a fully executed construction contract. Any changes to the scope of work identified herein may require revision of the approved schedule.

- 11/1/25 Notice to Proceed
- 12/1/25 Submittal Review
- 1/15/26 Estimated Phase 1 Construction Start
- 5/15/26 Estimated Phase 1 Completion
- 6/1/26 Estimated Phase 2 Construction Start
- 10/1/26 Estimated Phase 2 Completion
- 12/1/26 Close out

Assumptions:

- Kimley-Horn and Associates, Inc. has no control over the schedule of the contractor or other parties.

EXHIBIT 4

Contract Compensation

The Consultant will perform the scope of services in the tasks noted as "LS" in the table below for the total lump sum fee. Individual task amounts are informational only. See Attachment A for a breakdown of costs.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Summary - Phase 1		**Labor Fee**	**Fee Type**
Task 1	Construction Administration	$ 47,467	LS
Task 2	Project Closeout	$ 14,631	LS
Task 3	Special Services (RPR)	$ 73,304	LS
	Total Contract Fee	$ 135,402	LS

LS: Lump Sum Fee

EXHIBIT 5

Owner's Budget

The Owner's Budget is an estimate of probable construction and project costs based on relevant, local bid results. The Consultant has no control over the actual cost of labor, materials and equipment, or over competitive bidding and market conditions.

Opinion of Probable Construction Costs (NIC)	$2,212,431
Airport Administration (NIC)	$10,000
Construction Phase Services	$135,402
Total Project Costs	$2,357,833

Kimley»Horn

TRI-CITIES AIRPORT
Terminal Building Administration Office Renovation

ATTACHMENT A
Breakdown of Costs - Construction Phase Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Senior Field Construction Rep	Clerical	TOTAL
Task 1 Construction Administration								
Task 1.1 Grant Assistance		4						4
Task 1.2 Coordinate and Administer Subconsultant Services		4						4
Task 1.3 Subconsultant Support Services								0
Task 1.4 Notice of Award		1						1
Task 1.5 Pre-Construction Meeting		4						4
Task 1.6 Bi-Weekly Construction Progress Meetings		17						17
Task 1.7 Periodic Site Visits		32						32
Task 1.8 Schedule Review		2						2
Task 1.9 Submittal Review		4						4
Task 1.10 Change Orders		8						8
Task 1.11 Requests for Information		4						4
Task 1.12 Correspondence and Communications		8						8
Task 1.13 Contractor Pay Request		8						8
Task 1.14 Project Management		20						20
								0
TOTAL HOURS	0	116	0	0	0	0	0	116
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 160.00	$ 90.00	
TOTAL BURDENED LABOR	$0	$29,000	$0	$0	$0	$0	$0	$29,000
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
Task 1.3 CRW CA Services								$14,550
TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$16,005
TRAVEL			Car @	Flight @	Lodging @	650 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
Pre-Con, Site Visits (4)	1	4			$480	$1,742	$240	$2,462
							Total	$2,462
TOTAL ODC's								$18,467
Total Proposed Lump Sum Fee for:	**Task 1 Construction Administration**							**$47,467**

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Senior Field Construction Rep	Clerical	TOTAL
Task 2 Project Closeout								
Task 2.1 Substantial Completion Inspection			12					12
Task 2.2 Final Inspection		12						12
Task 2.3 Record Drawings		4	8		16			28
Task 2.4 Project Closeout Manual		4	16				8	28
TOTAL HOURS	0	20	36	0	16	0	8	80
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 160.00	$ 90.00	
TOTAL BURDENED LABOR $	$0	$5,000	$5,760	$0	$1,920	$0	$720	$13,400
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
TOTAL SPECIALTY SUBCONSULTANTS								$0
TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
Substial Inspection, Final Inspection	1	2			$240	$871	$120	$1,231
								$0
							Total	$1,231
TOTAL ODC's								$1,231
Total Proposed Lump Sum Fee for:	**Task 2 Project Closeout**							**$14,631**

ATTACHMENT A

Breakdown of Costs - Construction Phase Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Senior Field Construction Rep	Clerical	TOTAL
Task 3 Special Services								
Task 3.1 RPR								0
								0
TOTAL HOURS	0	0	0	0	0	0	0	0
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 160.00	$ 90.00	
TOTAL BURDENED LABOR $	$0	$0	$0	$0	$0	$0	$0	$0
SPECIALTY SUBCONSULTANTS								
Task 3.1 Armstrong Aviation - RPR								$66,640
TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$73,304
TRAVEL			Car @	Airface @	Lodging @	650 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
	0	0	$0		$0	$0	$0	$0
								$0
							Total	$0
TOTAL ODC's								$73,304
Total Proposed Lump Sum Fee for:	**Task 3 Special Services**							**$73,304**

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Fuel Farm Design/Bid Agreement
Award Kimley-Horn PER Agreement

Summary:

The airport's current fuel farm has the capacity to hold 40,000 gallons of Jet-A fuel which is the fuel used by the airlines and large general aviation aircraft. Atkins has determined, as part of the master plan, that the airport will need 180,000 gallons of Jet-A fuel capacity to meet future needs and growth. A Preliminary Engineering Report (PER) previously approved by the board was completed and provided base concepts for a new fuel farm and self-serve. The new fuel farm next to the Cargo Ramp will be designed to ultimately have the capacity for 80,000 gallons of Jet-A fuel but will start out with a capacity of 40,000 gallons. The project will be funded through a loan provided by the airport's fuel provider, Titan Aviation Fuels, and the following is the funding plan:

Fuel Farm Design/Bid – Funding Plan

Airport Administration	$ 7,500
Design/Bid	$347,016
Estimated Total	$354,516

The Authority's Legal Counsel will provide/review the consultant Design/Bid agreement contract prior to execution.

Recommendation:

Authorize the Chairman to execute the Fuel Farm Design/Bid Agreement with Kimley-Horn for $347,016.

Submitted By: Chris Stipo
Director of Operations

PROJECT SPECIFIC CONTRACT
BETWEEN TRI-CITIES AIRPORT AUTHORITY
AND ENGINEER OR CONSULTANT

TCAA Project No. ______________________
AIP Project No. ______________________
Project No. ______________________
Project Title: Fuel Farm Design and Bid Phase Services

THIS PROJECT SPECIFIC CONTRACT ("Contract") made and entered into effective the by and between **TRI-CITIES AIRPORT AUTHORITY**, and **KIMLEY-HORN AND ASSOCIATES, INC**., whose address is 10 Lea Avenue, Suite 400, Nashville, TN 37210, its successors, affiliates, and related entities (herein referred to as "Engineer" or "Consultant").

RECITALS

WHEREAS, the Tri-Cities Airport Authority (herein, "Owner") is the owner and operator of Tri-Cities Airport, TN/VA (herein, "Airport") and is empowered, pursuant to the law of the State of Tennessee and its Charter, to enter into contracts which impact the Airport; and

WHEREAS, Engineer or Consultant was chosen to provide services on a non-exclusive basis for a term and pursuant to the terms and conditions of a STANDARD FORM CONTRACT BETWEEN TRI-CITIES AIRPORT AUTHORITY AND ENGINEER OR CONSULTANT FOR PROFESSIONAL SERVICES (2023 EDITION), ("Contract") which was effective the 26th day of October, 2023, and which is incorporated herein by reference as if reproduced verbatim and whose terms and conditions shall govern and control this Contract unless stated herein; and

WHEREAS, the Contract contemplates and requires that Owner and Engineer or Consultant enter into separate contracts for each project on which Owner chooses to utilize the services of Engineer or Consultant;

NOW THEREFORE, in consideration of the mutual covenants contained both in the Contract and herein, and for other good and valuable consideration, same being deemed wholly adequate by the parties hereto, Owner and Engineer or Consultant agree and have agreed as follows:

ARTICLE 1. PROJECT DESCRIPTION (See, EXHIBIT "1" hereto).

ARTICLE 2. PROJECT SCOPE OF SERVICES (See EXHIBIT "2" hereto).

ARTICLE 3. PROJECT SCHEDULE. (See EXHIBIT "3" hereto).

ARTICLE 4. PROJECT SPECIFIC CONTRACT COMPENSATION.

Engineer or Consultant shall be compensated for its work on the project pursuant to as follows:

____

____

____

(See, EXHIBIT "4" hereto).

ARTICLE 5. OWNER'S BUDGET SUMMARY

The following Budget Summary encompasses all known project costs, including, but not limited to the following: Engineer's or Consultant's Total Fixed Consultant Fees, Engineer's or Consultant's Estimated Construction Costs, Owner's Budget including Owner's Administration Costs, Owner's Representative, and Contingency Costs. (See EXHIBIT "5" hereto).

~~ARTICLE 6. ADDITIONAL SPECIAL PROVISIONS~~

~~State of Tennessee; Local or Other Provisions (See, EXHIBIT 6).~~

~~ARTICLE 7. CONDITIONS (See, EXHIBIT 7)~~

~~Owner and Engineer or Consultant acknowledge and agree that each project may have associated with it certain General Conditions, Special Conditions and/or Technical Specifications which may be contained in the contract(s) between Owner and general contractor or subcontractors. Further, said General Conditions, Special Conditions and/or Technical Specifications may place additional duties and/or responsibilities upon Owner and/or Engineer or Consultant and those additional duties and/or responsibilities are incorporated herein and made a part of this Contract by reference as if reproduced verbatim.~~

~~ARTICLE 8. ADDITIONAL TERMS~~

~~The following terms, in addition to those imposed on Engineer or Consultant herein, or as contained in the Contract, and/or General Conditions/Special Conditions/Technical Specifications referenced in Article 6, Exhibit above, will be applicable to this Contract:~~

~~(See, EXHIBIT 8).~~

~~ARTICLE 9. DOCUMENTS, ITEMS INCORPORATED INTO PROJECT SPECIFIC CONTRACT.~~

~~In addition to the Contract and the various Exhibits hereto mentioned above, the following documents, items and things are incorporated into this Project Specific Contract by reference and made a part hereof as if they were reproduced verbatim:~~

~~(See, EXHIBIT 9).~~

ARTICLE 10. <u>TOTAL CONTRACT: AMENDMENTS</u>

This Project Specific Contract, whose form is incorporated in and is an Exhibit to the Standard Form Contract Between Tri-Cities Airport Authority and Engineer or Consultant for Professional Services (2023 Edition), together with all Exhibits and attachments to both the Project Specific Contract and said Standard Form Contract, constitute the entire agreement between Owner and Engineer or Consultant and supersedes all prior written or oral understandings. This Project Specific Contract may only be amended, supplemented, modified or cancelled by written instrument executed by the duly authorized representatives of Owner and Engineer or Consultant. There shall be no presumption of authorship.

<u>ARTICLE 11. INSURANCE</u> (See, EXHIBIT 11).

IN WITNESS WHEREOF, the duly-authorized official of Owner, by authority vested in him/her, has hereunto subscribed his/her name on behalf of Owner and said Engineer or Consultant, ____, has caused this Contract to be executed by a duly authorized representative, effective the date first above written.

TRI-CITIES AIRPORT AUTHORITY

By:____________________________________

Title:__________________________________

ENGINEER OR CONSULTANT:

By:____________________________________

Title:__________________________________

Approved as to Form: _______________________________________
Attorney for Tri-Cities Airport Authority

FUEL FARM EXPANSION

Design and Bid Phase Services Scope of Work

Tri-Cities Airport

Bloountville, TN

October 15, 2025

Prepared by:

Kimley»Horn

EXHIBIT 1

Project Description

The Tri-Cities Airport Authority (TRI, Client, or Owner), managing the Tri-Cities Airport (TRI) has selected Kimley-Horn and Associates, Inc (Kimley-Horn or Consultant) to provide design and bidding services associated with the Fuel Farm Expansion (Project). The proposed Project consists of a new aviation fuel storage facility on the south side of the airfield and installing an AVGAS stand-alone self-service system on the north side of the airfield, see Figure 1 and Figure 2. The proposed Project design will also include required access routes from the proposed fuel farm to Cargo Center Drive and the airfield, any site drainage modifications, utility relocations, and relocation of the AOA fence as required for the project. The proposed system will include fuel storage and operations for JET-A and AVGAS fuels. The proposed systems will include all the infrastructure needed for offloading and dispensing of fuels. Tank volumes, number and configuration will be confirmed during the first phase of the project. The proposed fuel system is based on the capacities below:

- 2 x 20,000-gallon UL double wall horizontal tank – JET-A (40,000-gallon capacity)
- Tank foundations will be constructed for future expansion for additional 2 x 20,000-gallon UL double wall horizontal tank – JET-A (80,000-gallon future capacity)
- The AVGAS self-service system is anticipated to include up to 2,000-gallon storage capacity with a card reader.

Figure 1 – South Side Fuel Farm Location

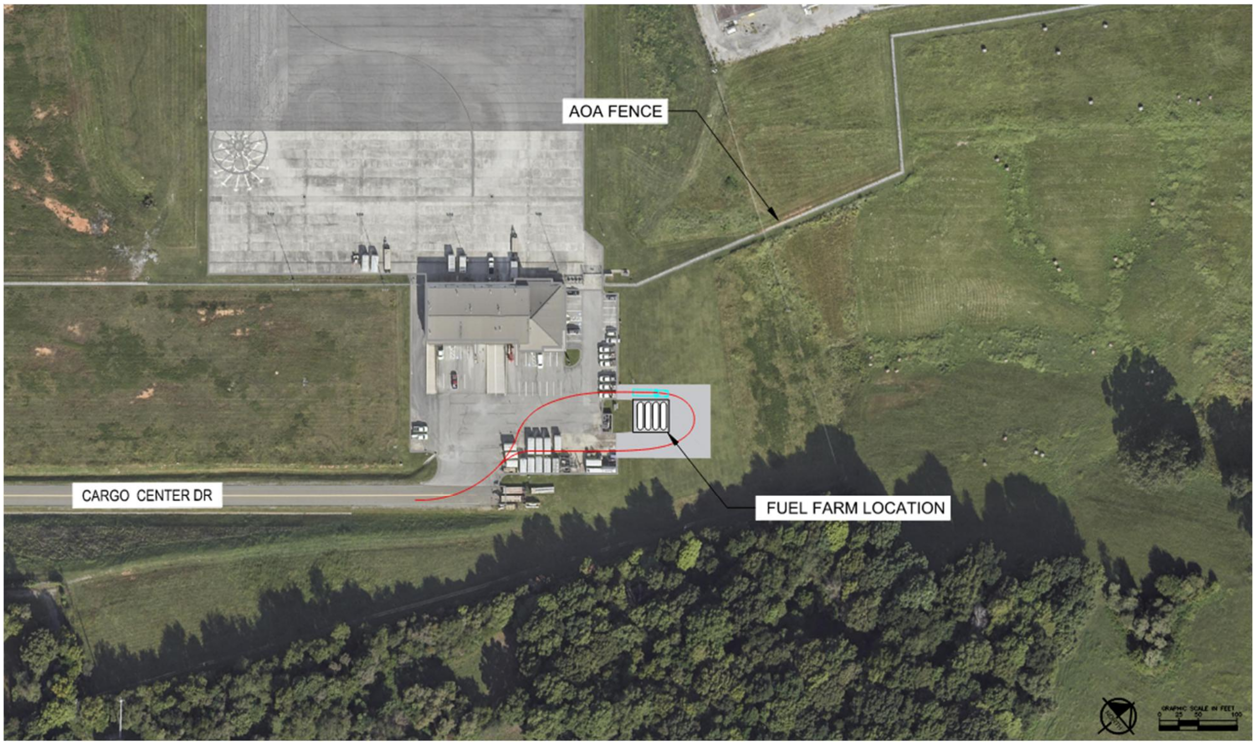

Figure 2– Self-Fuel Location

EXHIBIT 2

Project Scope of Services

TASK 1 PROJECT INITIATION

The Project Initiation Task consists of those services that are necessary to facilitate the design of this Project. Specific tasks consist of the following:

Task 1.1 Project Kick-Off and Coordination

The Consultant's Sr. Project Manager, Professional Engineer will, fuel system design subconsultant coordinate and attend one (1) kickoff meeting at TRI. The meeting shall gather information regarding the Project such as existing as-built drawings, existing reports, and any known issues. Project-specific items will also be gathered such as Project constraints and objectives, staging area, access, phasing concerns, etc. The Consultant will prepare and distribute meeting minutes.

Task 1.2 Data Collection

The Consultant will review the available record drawings and reports and will compile existing data to determine the extent to which additional data collection is needed for the Project.

Task 1.3 Project Management

The Consultant will provide for the administration of the contract, the development of a project schedule, resource allocation, and the development of documentation needed for the successful workflow for the Project. Project Management under this task shall also consist of getting subconsultants under contract and establishing project administrative controls and reporting to be used for the duration of the Project.

Task 1.4 Topographic Survey

The Consultant's surveyor will perform a topographic survey of the Project limits. The Consultant's Sr. Project Manager will coordinate access requirements and operational restrictions between the surveyor and Airport Operations. The Consultant will also review the survey to check that the survey is complete. Once finalized, the Consultant will deliver to the Owner an electronic version of the signed/sealed survey in both PDF and CAD formats, for Airport reference. The Consultant will also incorporate the survey CAD file into the airport's existing base files.

Task 1.5 Geotechnical Investigation

The Consultant's geotechnical engineer will perform a geotechnical investigation of the Project limits in accordance with FAA Advisory Circular recommendations. The Consultant's Sr. Project Manager will coordinate access requirements and operational restrictions between the geotechnical engineer and Airport Operations. The Consultant will also review the geotechnical report to check that the investigation is complete. Once finalized, the Consultant will deliver to the Owner an electronic version of the geotechnical report, for Airport reference.

TASK 2 50% DESIGN

The 50% design milestone will consist of the following tasks:

Task 2.1 Design Plans

The Consultant will prepare 50% contract drawings for the proposed Project. An approximation of the anticipated plan set is as follows:

- *Title Sheet*
- *Index*
- *Legend and Abbreviations*
- *General Notes*
- *Project Layout Plan*
- *Survey Control Plan*
- *Geotechnical Investigation Plan*
- *Construction Safety and Phasing Plan*
- *Existing Conditions Plan*
- *Initial EPSC Plan*
- *Final EPSC Plan*
- *Demolition Plan*
- *Overall Site Fuel Plan*
- *Fuel System Grading Plan*
- *Overall Site Grading and Drainage Plan*
- *Fuel System Paving Plan*
- *Signage and Fencing Plan*
- *Utility Plan and Profiles*
- *Civil Detail Sheets*
- *Mechanical Legend and Abbreviations*
- *Overall Mechanical Site Plans*
- *Mechanical Parital Plans*
- *Skid Sections and Elevations*
- *Tank Sections and Elevations*

Task 2.2 Project Manual

The Consultant will provide a list of anticipated technical specifications.

Task 2.3 Opinion of Probable Construction Cost (OPCC)

The Consultant will develop a 50% OPCC.

Task 2.4 Engineers Report

The Consultant will prepare a 50% engineer's design report that includes findings from the data collection and site visits, horizontal geometrics, vertical geometrics, electrical and NAVAID impacts, utility adjustments, any modifications of standards, expected technical specifications, and OPCC.

Task 2.5 Internal Quality Control Review

The Consultant will conduct an in-house quality control review. The quality control review will include engineers with no involvement in the Project who will be matched to their specific expertise to review the Project efficiently. Bluebeam software will be used to gather all comments in one central location. This information will be kept for records.

Task 2.6 Document Distribution

The Consultant will assemble and distribute one electronic copy (PDF format) of the 30% Design Plans, List of Technical Specifications, OPCC, and 30% Engineers Report to the Airport for review and comment.

Task 2.7 Design Progress Meeting

The Consultant will coordinate, prepare for, and attend a 30% Design Progress Meeting. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes. The Sr. Project Manager and Professional Engineer will attend.

Task 2.8 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the development of 30% documents. The Consultant will also provide the Owner with updates on the Project's status.

TASK 3 90% DESIGN

The 90% design milestone will consist of the following tasks:

Task 3.1 Comment Resolution

The Consultant will review and respond to comments received from the 50% submittal and incorporate those into the 90% Design as applicable.

Task 3.2 Design Plans

The Consultant will prepare 90% contract drawings for the proposed Project. An approximation of the anticipated plan set is as follows:

- *Title Sheet*
- *Index*
- *Legend and Abbreviations*
- *General Notes*
- *Project Layout Plan*
- *Survey Control Plan*
- *Geotechnical Investigation Plan*
- *Construction Safety and Phasing Plan*
- *Existing Conditions Plan*
- *Initial EPSC Plan*
- *Final EPSC Plan*
- *Demolition Plan*
- *Overall Site Fuel Plan*
- *Fuel System Grading Plan*

- *Overall Site Grading and Drainage Plan*
- *Fuel System Paving Plan*
- *Signage and Fencing Plan*
- *Utility Plan and Profiles*
- *Civil Detail Sheets*
- *Structural Foundation Plans*
- *Structural Foundation Sections and Elevations*
- *Structural Detail Sheets*
- *Mechanical Legend and Abbreviations*
- *Mechanical Flow Diagrams*
- *Mechanical P&ID Diagrams*
- *Overall Mechanical Site Plans*
- *Mechanical Parital Plans*
- *Skid Sections and Elevations*
- *Tank Sections and Elevations*
- *Mechanical Detail Sheets*
- *Mechanical Signage*
- *Electrical Legend and Abbreviations*
- *Hazardous Area Plan*
- *Grounding Plan*
- *Overall Electrical Site Plan*
- *Partial Plans*
- *Electrical Detail Sheets*
- *Wiring Diagrams*
- *Electrical Schedules*

Task 3.3 Project Manual

The Consultant will prepare a complete project manual, including front-end documents, bid proposal, and technical specifications.

Task 3.4 Opinion of Probable Construction Cost (OPCC)

The Consultant will develop a 90% OPCC.

Task 3.5 Engineers Report

The Consultant will prepare 90% updates to the engineer's design report that includes findings from the data collection and site visits, horizontal geometrics, vertical geometrics, electrical and NAVAID impacts, utility adjustments, any modifications of standards, expected technical specifications, and OPCC.

Task 3.6 Construction Safety and Phasing Plan (CSPP)

The Consultant will finalize the CSPP in conformance with FAA Advisory Circular 150/5370-2, Operational Safety on Airports during Construction (latest edition) and submit it to the FAA for review and approval.

Task 3.7 FAA Form 7460

The Consultant will prepare an FAA Form 7460 with supporting documentation for the Project construction and shall submit it to the FAA for review and approval.

Task 3.8 National Pollutant Discharge Elimination System (NPDES) Stormwater Construction Permit

The Consultant will perform stormwater modeling for the proposed improvements and generate supporting documentation needed for the procurement of the NPDES Stormwater Construction Permit. The Consultant will submit the supporting documentation to the local Environmental Field Office and will address comments as needed.

Task 3.9 Internal Quality Control Review

The Consultant will conduct an in-house quality control review. The quality control review will include engineers with no involvement in the Project who will be matched to their specific expertise to review the Project efficiently. Bluebeam software will be used to gather all comments in one central location. This information will be kept for records.

Task 3.10 Document Distribution

The Consultant will assemble and distribute one electronic copy (pdf format) of the 90% Design Plans, Project Manual, OPCC, CSPP, and 90% Engineers Report to the Airport for review and comment.

Task 3.11 Design Progress Meeting

The Consultant will coordinate, prepare for, and attend a 90% Design Progress Meeting. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes. The Sr. Project Manager and Professional Engineer will attend.

Task 3.12 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the development of 90% documents. The Consultant will also provide the Owner with regular updates on the Project's status.

TASK 4 100% DESIGN

The 100% design milestone will consist of the following tasks:

Task 4.1 Comment Resolution

The Consultant will review and respond to comments received from the 90% submittal and incorporate those into the 100% Design as applicable.

Task 4.2 Design Plans

The Consultant will prepare 100% contract drawings for the proposed Project. An approximation of the anticipated plan set is as follows:

- *Title Sheet*
- *Index*
- *Legend and Abbreviations*
- *General Notes*
- *Project Layout Plan*

- *Survey Control Plan*
- *Geotechnical Investigation Plan*
- *Construction Safety and Phasing Plan*
- *Existing Conditions Plan*
- *Initial EPSC Plan*
- *Final EPSC Plan*
- *Demolition Plan*
- *Overall Site Fuel Plan*
- *Fuel System Grading Plan*
- *Overall Site Grading and Drainage Plan*
- *Fuel System Paving Plan*
- *Signage and Fencing Plan*
- *Utility Plan and Profiles*
- *Civil Detail Sheets*
- *Structural Foundation Plans*
- *Structural Foundation Sections and Elevations*
- *Structural Detail Sheets*
- *Mechanical Legend and Abbreviations*
- *Mechanical Flow Diagrams*
- *Mechanical P&ID Diagrams*
- *Overall Mechanical Site Plans*
- *Mechanical Parital Plans*
- *Skid Sections and Elevations*
- *Tank Sections and Elevations*
- *Mechanical Detail Sheets*
- *Mechanical Signage*
- *Electrical Legend and Abbreviations*
- *Hazardous Area Plan*
- *Grounding Plan*
- *Overall Electrical Site Plan*
- *Partial Plans*
- *Electrical Detail Sheets*
- *Wiring Diagrams*
- *Electrical Schedules*

Task 4.3 Project Manual

The Consultant will prepare a complete Project manual, including front end documents, bid proposal, and technical specifications.

Task 4.4 Opinion of Probable Construction Cost (OPCC)

The Consultant will develop a 100% OPCC.

Task 4.5 Engineer's Report

The Consultant will prepare 100% updates to the engineer's design report that includes findings from the data collection and site visits, horizontal geometrics, vertical geometrics, electrical impacts, utility adjustments, any modifications of standards, expected technical specifications, and OPCC.

Task 4.6 Internal Quality Control Review

The Consultant will conduct an in-house quality control review. The quality control review will include engineers with no involvement in the Project who will be matched to their specific expertise to review the Project efficiently. Bluebeam software will be used to gather all comments in one central location. This information will be kept for records.

Task 4.7 Document Distribution

The Consultant will assemble and distribute one electronic copy (PDF format) of the 100% Design Plans, Project Manual, OPCC, CSPP, and 100% Engineer's Report to the Airport for review and comment.

Task 4.8 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the development of 100% documents. The Consultant will also provide the Owner with regular updates on the Project's status.

TASK 5 BID PHASE SERVICES

The bid phase services will consist of the following tasks:

Task 5.1 Preparation of Bid Advertisement

The Consultant will prepare an advertisement for bidders for TRI to issue to preferred media.

Task 5.2 Pre-Bid Conference

The Consultant will coordinate, prepare for, and attend a Pre-Bid Conference. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes. The Sr. Project Manager and Professional Engineer will attend.

Task 5.3 Answer Questions and Prepare Addenda

The Consultant will assist TRI in answering questions from bidders during the bid period and will issue required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, or correct errors and/or omissions.

Task 5.4 Bid Analysis and Award

The Consultant will collect the bids received and review them for accuracy, completeness, errors, omissions, and DBE participation requirements. The Consultant will call contractor references as appropriate, tabulate the bid results, and prepare a recommendation of award letter.

Task 5.5 Conformed Documents

The Consultant will prepare a set of Conformed Documents that incorporate changes to the original bid documents, such as addenda along with bid documents from the awarded bidder into a new set of construction documents that will used for the construction of the Project.

Task 5.6 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the bid services. The Consultant will also provide the Owner with regular updates on the Project's status.

EXHIBIT 3

Project Schedule

The Consultant will complete the services listed above upon a mutually agreed upon schedule. Below is a draft schedule based on an 1/1/26 Notice to Proceed (NTP) and the assumptions outlined below. Upon receipt of the fully executed contract, The Consultant will commence the services outlined in Exhibit 2.

- 1/5/26 Notice to Proceed
- 1/6/26 Kickoff Meeting
- 3/31/26 50% Design Review
- 6/16/26 90% Design Review
- 6/30/26 Advertise
- 7/28/26 Open Bids

Assumptions:

- Kimley-Horn and Associates, Inc. has no control over the schedule of jurisdictional agencies or other parties.

EXHIBIT 4

Contract Compensation

The Consultant will perform the scope of services in the tasks noted as "LS" in the table below for the total lump sum fee. Individual task amounts are informational only. See Attachment A for a breakdown of costs.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Summary - Phase 1		**Labor Fee**	**Fee Type**
Task 1	Project Initiation and Specialty Subconsultants	$ 214,262.00	LS
Task 2	50% Design	$ 44,542.00	LS
Task 3	90% Design	$ 55,742.00	LS
Task 4	1000% Design	$ 19,850.00	LS
Task 5	Bid Phase Services	$ 12,620.00	LS
	Total Lump Sum Fee	$ 347,016.00	LS

LS: Lump Sum Fee

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope as requested by the Client, will be considered Additional Services and may be performed at our then-current hourly rates. Additional Services the Consultant can provide include, but are not limited to, the following:

- Environmental permitting
- Construction phase services
- Permitting fees
- Advertisement fees
- Safety Risk Management (SRM) Panel
- ALP Update
- Other services as requested by the Client

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

EXHIBIT 5

Owner's Budget

The Owner's Budget is an estimate of probable construction and project costs based on relevant, local bid results. The Consultant has no control over the actual cost of labor, materials and equipment, or over competitive bidding and market conditions. See Attachment B for a breakdown of costs.

For the services set forth above, Client shall pay Consultant the following compensation:

Opinion of Probable Construction Costs	$3,000,000.00
Airport Administration	$10,000.00
Design Phase Services	$347,016.00
Construction Phase Services (Estimated, Not in Contract (NIC)	$250,000.00
Total Project Costs	$3,607,016.00

ATTACHMENT A
Breakdown of Costs - Design and Bid Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 1 Project Initiation								
Task 1.1 Project Kick-Off and Coordination		16	16					32
Task 1.2 Data Collection		8	8					16
Task 1.3 Project Management		8					4	12
								0
TOTAL HOURS	0	32	24	0	0	0	4	60
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	
TOTAL BURDENED LABOR	$0	$8,000	$3,840	$0	$0	$0	$360	$12,200
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
Task 1.4 T&L - Topographic Survey								$3,000
Task 1.5 FSE - Geotechnical Investigation								$5,000
Task 1.6 Argus - Fuel System Design								$175,000
TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$201,300
TRAVEL			Car @	Flight @	Lodging @	600 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
Kick-Off Meeting / Site Investigation	2	1			$240	$402.00	$120	$762
							Total	$762
TOTAL ODC's								$202,062
Total Proposed Lump Sum Fee for:	**Task 1 Project Initiation**							**$214,262**

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ATTACHMENT A

Breakdown of Costs - Design and Bid Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 2 50% Design								
Task 2.1 Design Plans								0
Title Sheet					2			2
Index					2			
Legend and Abbreviations								
General Notes								
Project Layout Plan			2		4			6
Survey Control Plan			1		4			5
Geotechnical Investigation Plan			1		4			5
Construction Safety and Phasing Plan			2		8			10
Existing Conditions Plan			2		8			10
Initial EPSC Plan			2		4			6
Final EPSC Plan			2		4			6
Demolition Plan			2		8			10
Overall Site Fuel Plan								0
Fuel System Grading Plan			8		16			
Overall Site Grading and Drainage Plan			16		24			40
Fuel System Paving Plan			4		8			12
Signage and Fencing Plan			2		6			8
Utility Plan and Profiles			8		20			28
Civil Detail Sheets			8		12			20
Mechanical Legend and Abbreviations								
Overall Mechanical Site Plans								
Mechanical Parital Plans								
Tank Sections and Elevations								
Task 2.2 Project Manual		2	8					10
Task 2.3 Opinion of Probably Construction Cost (OPCC)		2	8		8			18
Task 2.4 Engineers Report		2	8					10
Task 2.5 Internal Quality Control			16					16
Task 2.6 Document Distribution			2					2
Task 2.7 Design Progress Meeting		12	12					24
Task 2.8 Project Management		16						16
TOTAL HOURS	0	34	114	0	142	0	0	264
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	
TOTAL BURDENED LABOR $	$0	$8,500	$18,240	$0	$17,040	$0	$0	$43,780
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
TOTAL SPECIALTY SUBCONSULTANTS								$0
TRAVEL			Car @	Airfare @	Lodging @	600 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
50% Design Review Meeting	2	1			$240	$402	$120	$762
								$0
							Total	$762
TOTAL ODC's								$762
Total Proposed Lump Sum Fee for:	**Task 2 50% Design**							**$44,542**

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TRI-CITIES AIRPORT
Fuel Farm Expansion

ATTACHMENT A
Breakdown of Costs - Design and Bid Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 3 90% Design								
Task 3.1 Comment Resolution								0
Task 3.2 Design Plans								0
Title Sheet					1			1
Index					1			
Legend and Abbreviations								
General Notes								
Project Layout Plan			1		2			3
Survey Control Plan					2			2
Geotechnical Investigation Plan					2			2
Construction Safety and Phasing Plan			1		8			9
Existing Conditions Plan			1		8			9
Initial EPSC Plan			1		4			5
Final EPSC Plan			1		4			5
Demolition Plan			1		8			9
Overall Site Fuel Plan								0
Fuel System Grading Plan			8		16			
Overall Site Grading and Drainage Plan			8		20			28
Fuel System Paving Plan			2		8			10
Signage and Fencing Plan			1		6			7
Utility Plan and Profiles			8		16			24
Civil Detail Sheets			4		12			16
Structural Foundation Plans								
Structural Foundation Sections and Elevations								
Structural Detail Sheets								
Mechanical Legend and Abbreviations								
Mechanical Flow Diagrams								
Mechanical P&ID Diagrams								
Overall Mechanical Site Plans								
Mechanical Parital Plans								
Skid Sections and Elevations								
Tank Sections and Elevations								
Mechanical Detail Sheets								
Mechanical Signage								
Electrical Legend and Abbreviations								
Hazardous Area Plan								
Grounding Plan								
Overall Electrical Site Plan								
Partial Plans								
Electrical Detail Sheets								
Wiring Diagrams								
Electrical Schedules								
Task 3.3 Project Manual		4	16					20
Task 3.4 Opinion of Probably Construction Cost (OPCC)		4	8		12			24
Task 3.5 Engineers Report		4	8					12
Task 3.6 Construction Safety and Phasing Plan (CSPP)		4	8		12			24
Task 3.7 FAA Form 7460		2	4		8			14
Task 3.8 NPDES Stormwater Construction Permit		4	24		16			44
Task 3.9 Internal Quality Control			24					24
Task 3.10 Document Distribution			2		8			10
Task 3.11 Design Progress Meeting		12	12					24
Task 3.12 Project Management		8			6			14
TOTAL HOURS	0	42	143	0	180	0	0	340
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	$161.71
TOTAL BURDENED LABOR $	$0	$10,500	$22,880	$0	$21,600	$0	$0	$54,980
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
TOTAL SPECIALTY SUBCONSULTANTS								$0
TRAVEL			Car @	Airfare @	Lodging @	600 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
90% Design Review Meeting	2	1			$240	$402	$120	$762
								$0
							Total	$762
TOTAL ODC's								$762
Total Proposed Lump Sum Fee for:	**Task 3 90% Design**							**$55,742**

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TRI-CITIES AIRPORT
Fuel Farm Expansion

ATTACHMENT A
Breakdown of Costs - Design and Bid Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 4 100% Design								
Task 4.1 Comment Resolution								0
Task 4.2 Design Plans								0
Title Sheet					0.5			0.5
Index					0.5			
Legend and Abbreviations								
General Notes								
Project Layout Plan			0.5		2			2.5
Survey Control Plan					1			1
Geotechnical Investigation Plan					1			1
Construction Safety and Phasing Plan			1		2			3
Existing Conditions Plan			0.5		1			1.5
Initial EPSC Plan			0.5		1			1.5
Final EPSC Plan			0.5		1			1.5
Demolition Plan			0.5		1			1.5
Overall Site Fuel Plan								0
Fuel System Grading Plan			1		2			
Overall Site Grading and Drainage Plan			1		4			5
Fuel System Paving Plan			1		2			3
Signage and Fencing Plan			0.5		1			1.5
Utility Plan and Profiles			0.5		2			2.5
Civil Detail Sheets			0.5		4			4.5
Structural Foundation Plans								
Structural Foundation Sections and Elevations								
Structural Detail Sheets								
Mechanical Legend and Abbreviations								
Mechanical Flow Diagrams								
Mechancial P&ID Diagrams								
Overall Mechanical Site Plans								
Mechanical Parital Plans								
Skid Sections and Elevations								
Tank Sections and Elevations								
Mechanical Detail Sheets								
Mechancial Signage								
Electrical Legend and Abbreviations								
Hazardous Area Plan								
Grounding Plan								
Overall Electrical Site Plan								
Partial Plans								
Electrical Detail Sheets								
Wiring Diagrams								
Electrical Schedules								
Task 4.3 Project Manual		1	2		8			11
Task 4.4 Opinion of Probably Construction Cost (OPCC)		4	8		4			16
Task 4.5 Engineers Report		4	4					8
Task 4.6 Internal Quality Control			16		8			24
Task 4.7 Document Distribution			2		8			10
Task 4.8 Project Management		16			6			22
TOTAL HOURS	0	25	40	0	60	0	0	121.5
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	$163.37
TOTAL BURDENED LABOR $	$0	$6,250	$6,400	$0	$7,200	$0	$0	$19,850
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
TOTAL SPECIALTY SUBCONSULTANTS								$0
TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
	0	0			$0	$0	$0	$0
								$0
							Total	$0
TOTAL ODC's								$0
Total Proposed Lump Sum Fee for:	**Task 4 100% Design**							**$19,850**

Kimley»Horn

TRI-CITIES AIRPORT
Fuel Farm Expansion

ATTACHMENT A
Breakdown of Costs - Design and Bid Services

SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional Engineer	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 5 Bid Phase Services								
Task 5.1 Preparation of Bid Advertisement		2						2
Task 5.2 Pre-Bid Conference		12						12
Task 5.3 Answer Questions and Prepare Addenda		4	8		4			16
Task 5.4 Bid Analysis and Award		4	4					8
Task 5.5 Conformed Documents		2	4		8			14
Task 5.6 Project Management		8						8
TOTAL HOURS	0	32	16	0	12	0	0	60
BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	$200.00
TOTAL BURDENED LABOR $	$0	$8,000	$2,560	$0	$1,440	$0	$0	$12,000
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
TOTAL SPECIALTY SUBCONSULTANTS								$0
TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.67	$60	
	1	1			$120	$440	$60	$620
								$0
							Total	$620
TOTAL ODC's								$620
Total Proposed Lump Sum Fee for:	**Task 5 Bid Phase Services**							**$12,620**

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Cooperative Service Agreement with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Wildlife Service (APHIS) for Wildlife Management Services

Summary:

The airport developed and maintains a Wildlife Hazard Management Plan (WHMP) in accordance with CFR Title 14 FAR Part 139.337. In support of the WHMP, the purpose of this agreement is to provide direct wildlife hazard management activities to reduce threats to aircraft, provide continual monitoring of wildlife populations, and to conduct mandatory FAA training for airport employees. The current cooperative service agreement expires on October 31, 2025 and needs to be renewed. The renewed agreement would become effective on November 1, 2025 and expire on October 31, 2026 with a contract not to exceed cost of $16,500. The agreement will be funded using the FY26 Aviation Wildlife Control funds. The following is the funding plan:

<u>USDA Cooperative Service Agreement</u>		
FY26 Aviation Wildlife Control Funds	100%	<u>$16,500</u>
Total Costs		$16,500

The Authority's Legal Counsel will review the cooperative service agreement prior to execution.

Recommendation:

Authorize the President/CEO to execute the Cooperative Service Agreement with the USDA for the amount of $16,500.

Submitted by: Chris Stipo
Director of Operations

(7/2019 version)

WS Agreement Number: 26-7247-4633-RA
WBS: AP.RA.RX47.72.0053

[optional] Cooperator PO: ________________

COOPERATIVE SERVICE AGREEMENT
between
TRI CITIES AIRPORT AUTHORITY (TCAA)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to authorize and fund APHIS WS's assistance with direct wildlife hazard management activities and to provide continual monitoring of wildlife populations and use patterns on the airfield at the Tri Cities Regional Airport in support of TCAA's Wildlife Hazard Management Plan (WHMP).

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.

2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

3. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Tri-Cities Airport, 2525 Hwy 75, Suite 301. Blountville, TN 37617 the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

   Cooperator Name, Address, Phone Number, Email

   Tri-Cities Airport
   2525 Highway 75, Suite 301
   Blountville, TN 37617

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.

3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

   Mr. Blaine Hyle
   TN/KY Assistant State Director

   537 Myatt Drive
   Madison, TN 37115
   615-736-5506

   robert.b.hyle@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.

3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 11/1/2025 and shall continue through 10/31/2026. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator’s Tax ID No.: 62-6001466
APHIS-WS’s Tax ID: 41-0696271

Cooperator**:**

______________________________________ _______________________
Tri Cities Airport Authority Date

2525 Hwy 75, Suite 301
Blountville, TN 37617

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

______________________________________ _______________________
Blaine Hyle, Assistant State Director Date
USDA, APHIS, WS, TN/KY
537 Myatt Dr
Madison, TN 37115

WORK PLAN

In accordance with the Cooperative Service Agreement between TCAA and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

The USDA is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 J.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 J.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies, private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management approach in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife populations may require that the offending animal(s) are killed or that the local populations of the offending species be reduced.

Plan of Action

WS conducted a Wildlife Hazard Assessment (WHA) for the TCAA in 2010-2011. The WHA is a detailed scientific evaluation of the wildlife hazard conditions at and near the airport, documented in a formal report. The WHA serves as a basis for the development of the airport's Wildlife Hazard Management Plan. (WHMP) WS assisted TCAA with preparing a WHMP in 2012. The purpose of this agreement is to provide direct wildlife hazard management activities to reduce threats at TCAA and to provide continual monitoring of wildlife populations and use patterns on the airfield in accordance with the WHMP. This may include trapping and removal of coyotes, beaver, and other mammals, hazing and removal of birds from airport movement areas, removal of pigeons from aircraft hangars through trapping or pellet gun shooting or other activities mutually agreed upon by WS and TCAA. Species to be targeted and specific methods to be used are detailed in a separate Control Agreement (Form 12A). WS will conduct continual monitoring on established survey routes and using established methods as outlined in the WHMP.

WS may also conduct or assist with annual FAA-mandated wildlife hazard management training for airport personnel involved in wildlife hazard management activities. The budget allows for continual monitoring and direct control activities over a 12-month period.

Effective Dates

This cooperative agreement shall become effective on November 1, 2025 and shall expire on October 31, 2026.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		$11,476.80
Travel		
Vehicles		$1000.00
Other Services		
Supplies and Materials		$300.00
Equipment		$200.00
Subtotal (Direct Charges)		$12,976.80
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	$1,427.45
Indirect Costs	16.15%	$2,095.75
Agreement Total		$16,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $16,500.00		

Financial Point of Contact/Billing Address

Cooperator Name, Address, Phone Number, Email

APHIS-WS State Office Name, Address, Phone Number, Email

Chris Poteete

USDA, APHIS, WS, TN/KY
537 Myatt Dr
Madison, TN 37115

615-736-5506

Christopher.m.poteete@usda.gov

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:
Flight Information Display System (FIDS)
Award AeroCloud – Commercial Addendum Agreement

Summary:

AeroCloud has recently been approved by the board as the airport's Common Use Passenger Processing System (CUPPS) provider. Common use gate usually have a monitor mounted behind the counter that displays airline and flight information when in use. This is typically provided through a FIDS that is a separate module from CUPPS. The TCAA has been exploring the possibility of upgrading the airport's FIDS system, and the solution AeroCloud offers will integrate seamlessly with the CUPPS. Some other benefits include:

- Access to AeroCloud's Flight Management system that allows for accurate demand forecasting.
- Access to three sources of flight information data.
- Seamless integration with AeroCloud's CUPPS.
- The ability to customize the display screens to airport branding.
- The ability to display advertisements when the displays are not in use.

AeroCloud has proposed a five-year agreement with the first payment due July 1, 2026. The use of FIDS until then would be at no charge. The FIDS will be funded through FY26, 27, 28, 29, 30, and 31 Terminal Area Expenses, and the following is the funding plan:

FIDS – Funding Plan

Display Monitors and Mounts	$ 30,000.00
FIDS Annual License – Year 1	$ 33,664.28
FIDS Annual License – Year 2	$ 33,664.28
FIDS Annual License – Year 3	$ 35,347.00
FIDS Annual License – Year 4	$ 37,115.00
FIDS Annual License – Year 5	$ 38,971.00
Total Cost	$208,761.56

FIDS – Funding Plan

FY26 Terminal Area Expenses	$ 30,000.00
FY27 Terminal Area Expenses	$ 33,664.28
FY28 Terminal Area Expenses	$ 33,664.28
FY29 Terminal Area Expenses	$ 35,347.00
FY30 Terminal Area Expenses	$ 37,115.00
FY31 Terminal Area Expenses	$ 38,971.00
Total Cost	$208,761.56

Submitted By: Chris Stipo
Director of Operations

The Tri-Cities Airport Authority's legal counsel will review the agreement with AeroCloud prior to execution.

Recommendation:

Authorize the President/CEO to a commercial addendum agreement with AeroCloud in the amount of $178,761.56 over a five-year period.

Submitted By: Chris Stipo
Director of Operations

AeroCloud

AeroCloud Systems
Tri-Cities Airport
FIDS

Meeting Recap

1. TRI exploring alternative FIDS solutions in the market – current vendor is TSI
2. Brightside is more of a manual and cost-effective short-term solution – what can AeroCloud offer?
3. Self-service template uploading preferable – not something utilized
4. Funding not available right away – FY begins July 1st 2026
5. SOW – 10 Screens (Includes CUPPS positions)

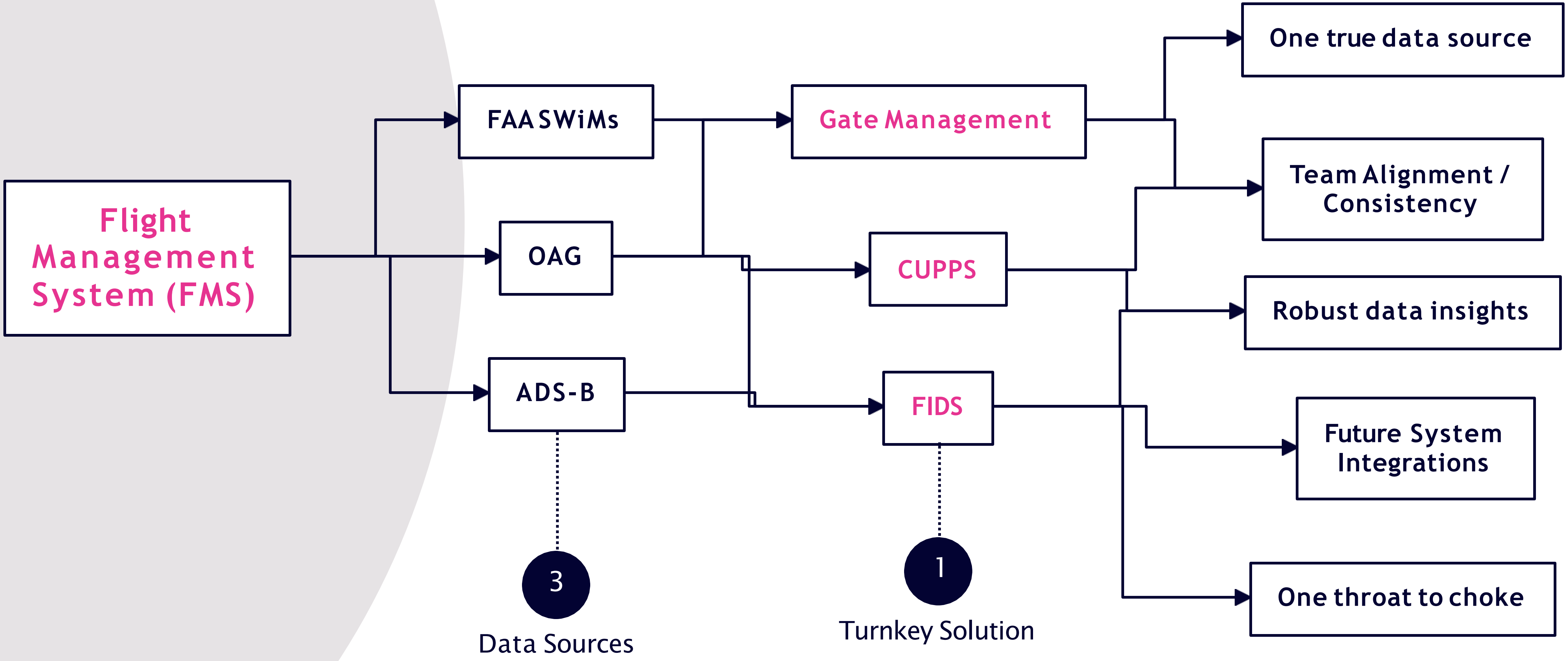
Introducing AeroCloud's **Flight Management**

Real-Time Insights at Your Fingertips

AeroCloud's intelligent **Flight Management System (FMS)** seamlessly consolidates flight data from multiple sources, including **ADS-B**, into a single, real-time dashboard. Designed for precision and ease of use, FMS provides the most accurate and up-to-date flight information, empowering airports to **streamline operations, optimize resources, and enhance decision-making**.

- **Complete Flight Overview** – Instantly view all scheduled flights for the day in a single dashboard.
- **Effortless Data Analysis** – Use the intuitive dashboard to analyze flight schedules and operational trends.
- **Forward-Looking Planning** – Search and manage flight schedules up to 60 days in advance.
- **Situational Awareness** – Track inbound and outbound flights in real time for precise operational oversight.
- **Demand Forecasting** – Optimize planning with the Passenger Prediction module (for commercial airports).
- **Seamless Integration** – Changes, whether manual or automated, are instantly reflected across GMS, FIDS, and flight queries.
- **Unmatched Accuracy** – Track all flight movements, from on-block to off-block times, ensuring a detailed operational view.

The data story

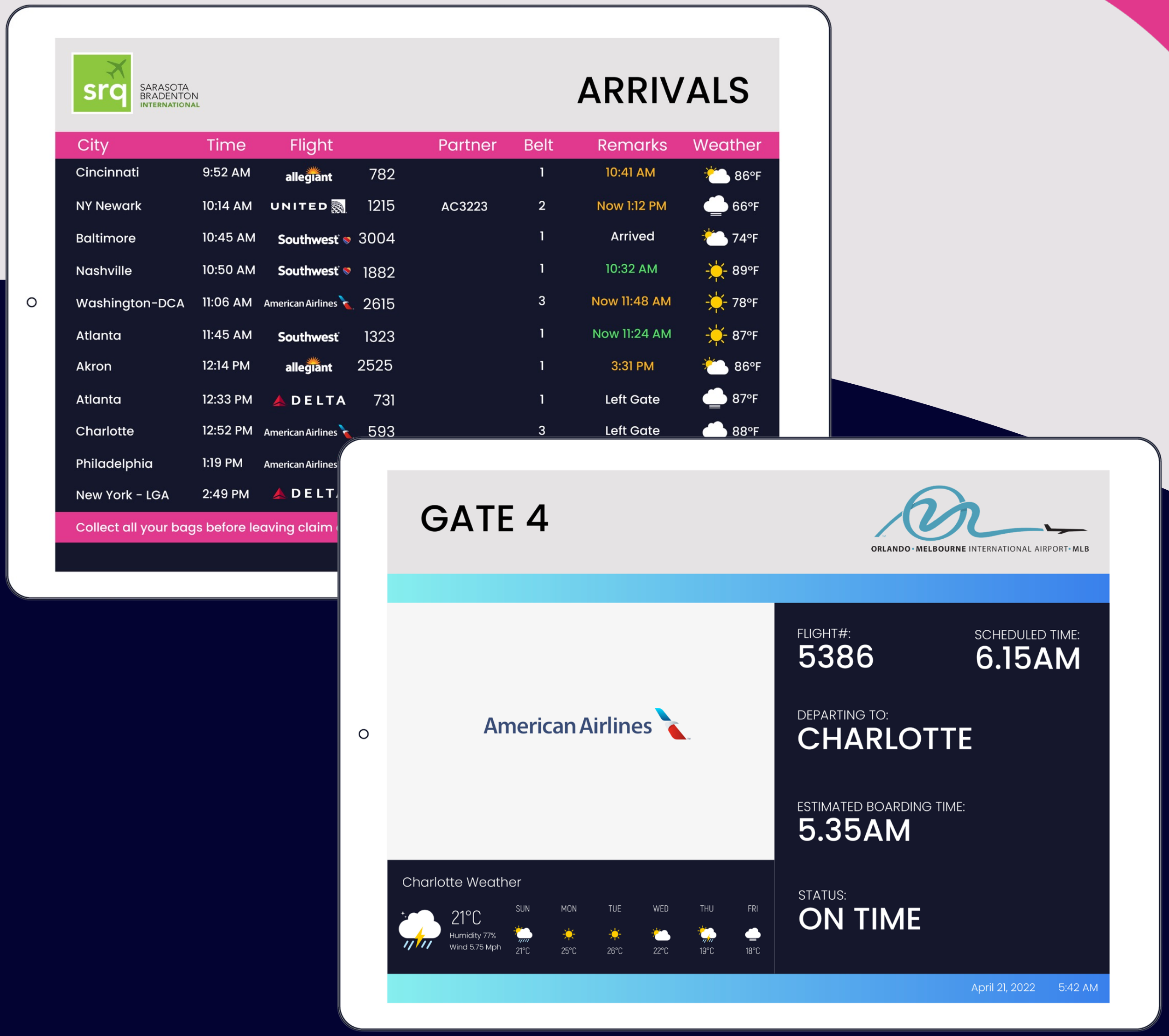


Introducing AeroCloud's FIDS

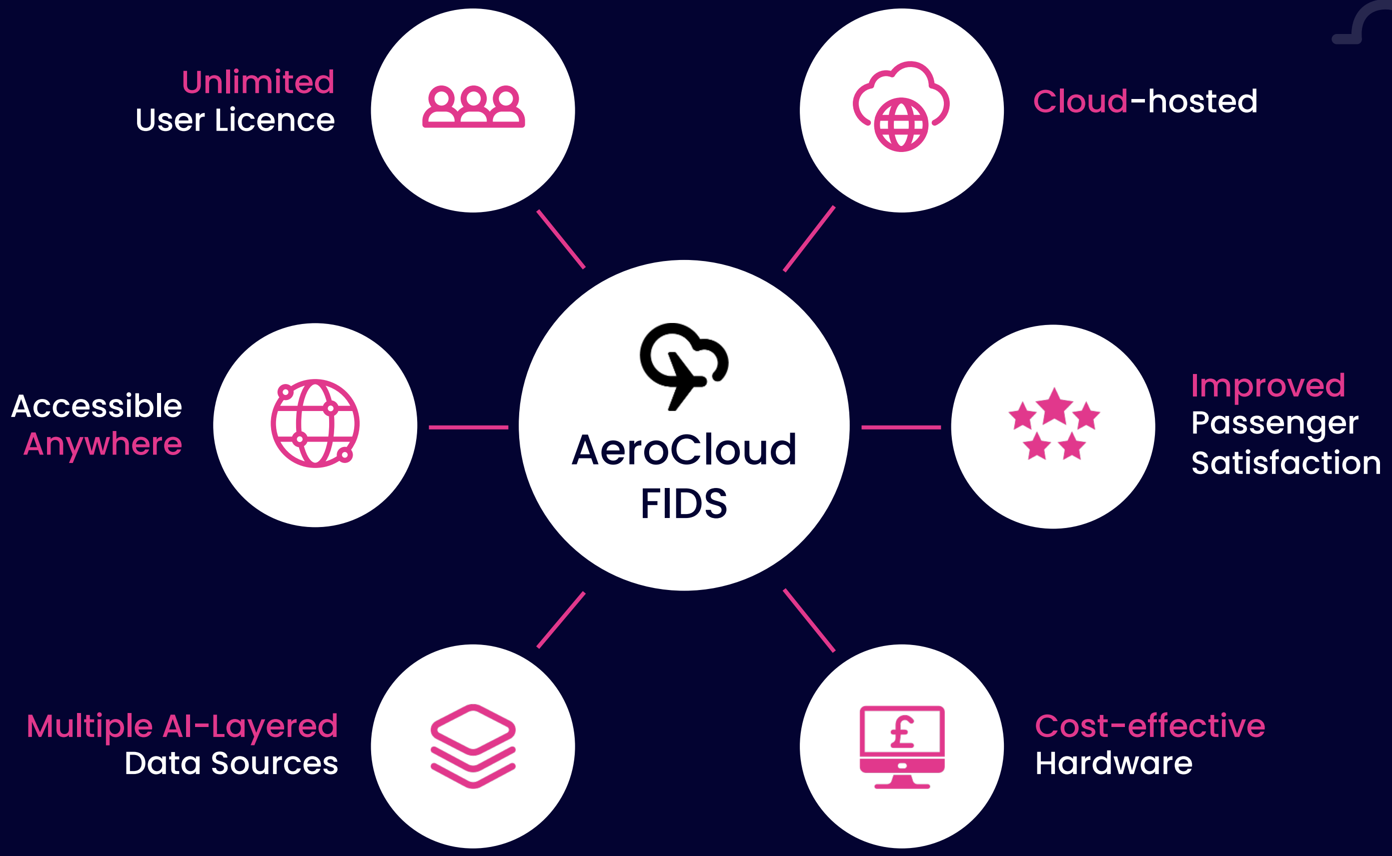
Keep passengers informed in real-time

AeroCloud's **Flight Information Display System (FIDS)** ensures arriving and departing passengers stay informed with up-to-the-minute flight, gate, baggage, and ramp information. Designed for **efficiency and flexibility**, FIDS delivers **real-time updates** across airport screens and mobile devices, helping reduce confusion and improve the passenger experience.

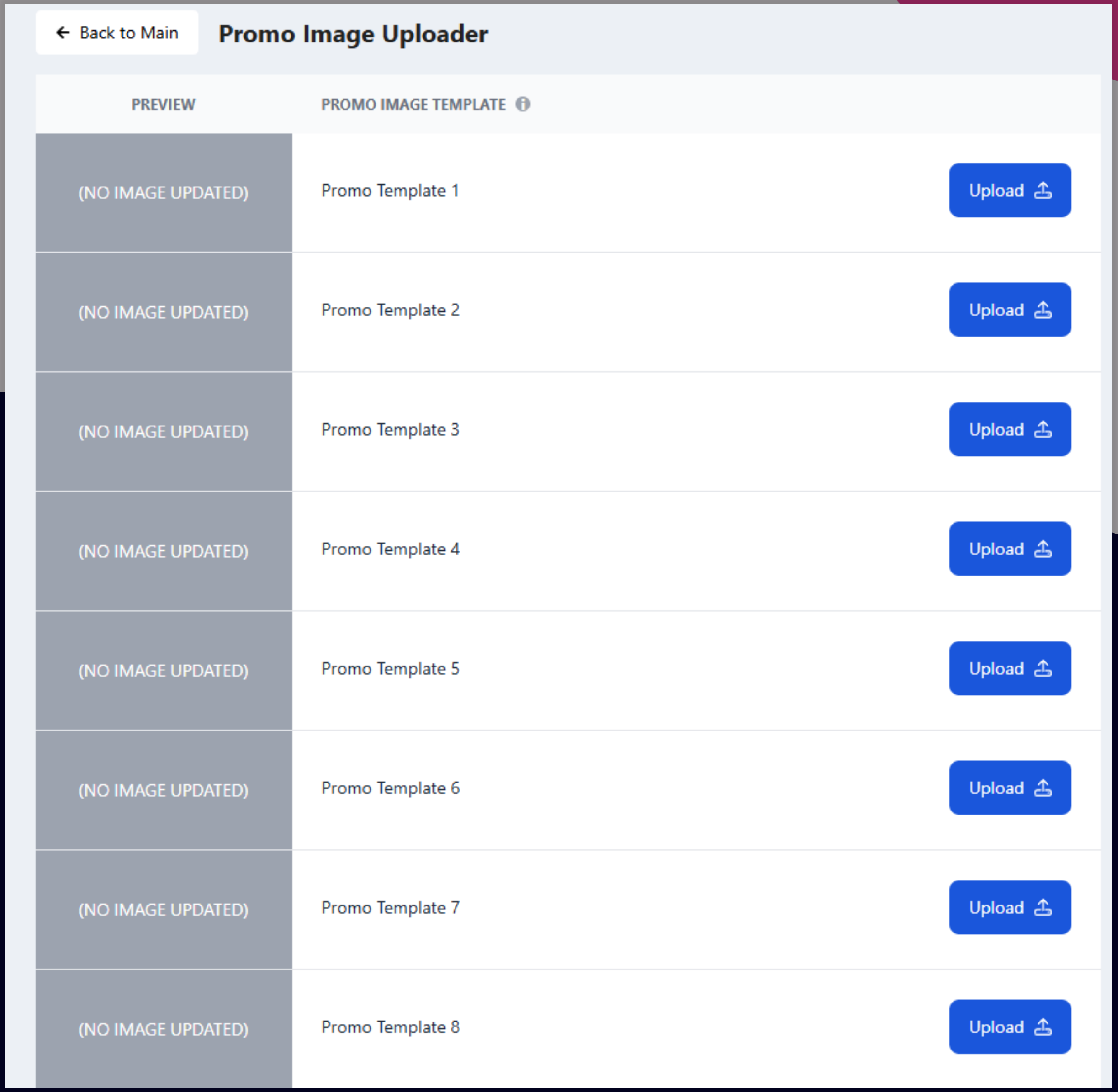
- **Real-Time Flight Updates** – Automatically pulls flight, gate, baggage, and ramp information from AeroCloud or other data sources for precise, up-to-date displays.
- **Seamless Hardware Integration** – Uses Wi-Fi-enabled boxes that plug into any commercially available HDMI screen, eliminating the need for costly dedicated hardware.
- **Effortless Setup** – A straightforward, cloud-based solution that can be deployed across the airport, hotels, and other key locations with no complicated installation.
- **Customizable Content** – Display local weather, news, and airport messaging. Centrally manage urgent alerts and push updates across all screens instantly.
- **Mobile App Accessibility** – Available on iOS and Android, allowing passengers to access real-time flight information on the move. The app can be geo-fenced, is quick to set up, and offers a cost-effective solution.



Feature & Functionality



FIDS: Promo image Uploader



Implementation

Rapid deployment

Cloud-based

Remote set-up – *AeroCloud can be onsite at airport request*

Scalable

Modular solution

Financials – *Available until December 31st 2025*

Investment	Solution
Flight Information Display Systems – Annual Licence	$30,000
Implementation	$10,000
Hardware, Shipping, Spares	$8,321.40
Amortized Annual Licence (First payment due July 1st 2026)	**$33,664.28**
Annual Licence Increase p/unit	*$900*

EXHIBIT - COMMERCIAL ADDENDUM

This Commercial Addendum shall incorporate by reference, terms agreed in the 'Framework Agreement' dated 2 September 2025 for the provisions of subscription services and ancillary support services between: (1) AeroCloud Systems Inc. ("**AeroCloud**") and (2) Tri Cities Airport Authority ("**Subscriber**") ("**Framework Agreement**").

If you are entering into the Commercial Addendum for an entity, such as the company you work for, you represent that you have legal authority to bind that entity.

The Commercial Addendum may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Commercial Addendum. Transmission of the executed signature page of a counterpart of the Commercial Addendum by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Commercial Addendum. If either method of delivery is adopted, without prejudice to the validity of the Commercial Addendum made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each party has executed at least one (1) counterpart.

Service Term	
Commencement Date	The date of the last signature to this Commercial Addendum
Initial Service Term	5 (five) years from and including the Commencement Date
Services:	
Implementation Services	
Implementation Services: ○ Project Management ○ Software and Equipment Configuration ○ Remote Testing ○ Remote Implementation by airport; AeroCloud can supervise on request ○ Remote Training System Users ○ Go Live	
Subscription Services	
AeroCloud FIDS: 10 Screens	
Additional Subscription Services	
If Subscriber wishes to deploy up to 10 additional units ("**Additional Unit**") after the Commencement Date of this Commercial Addendum, the next license shall increase per unit per year as per table below ("**Additional Annual License**"). The Additional Annual License figure will be pro-rated based on the month from which the additional unit has been added. For the avoidance of doubt this is only applicable to the Initial Service Term and not for any renewal periods. If the number of total Additional Units exceeds 10, the additional license figure shall be discussed separately.	

Additional Unit	Additional Annual Licence per Additional Unit (year 1-3)	Additional Annual Licence per Additional Unit (year 4-5)
FIDS	$900.00	$936.00

Support Services
Refer to Section 4 of the Framework Agreement
Hardware
Description and quantity: AeroCloud FIDS Boxes: 13 Boxes (inclusive of spares) **Delivery location:** 2525 TN-75 Suite 301, Blountville, TN 37617, United States
Scope Limitations:
n/a

Master Users:				
To be determined by TRI airport				
Fees, currency, invoicing and payment terms:				
Service	**Fees**	**Currency**	**Invoicing Frequency**	**Payment Terms**
Implementation Services – *amortized across annual Subscription Services for the Initial Service Term*	0.00	USD	n/a	n/a Payment by ACH / Wire only. Checks are not accepted.
Subscription Services (which is inclusive of any fees for the Support Services) Year 1 – *inclusive of implementation & hardware costs*	33,664.28	USD	In line with FY commencement – July 1st	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 2 – *inclusive of implementation & hardware costs*	33,664.28	USD	Annually in line with FY commencement – July 1st	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 3 – *inclusive of implementation & hardware costs*	35,347.00	USD	Annually in line with FY commencement – July 1st	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 4 – *inclusive of implementation & hardware costs*	37,115.00	USD	Annually in line with FY commencement – July 1st	Upon receipt of invoice
Subscription Services (which is inclusive of any fees for the Support Services) Year 5 – *inclusive of implementation & hardware costs*	38,971.00	USD	Annually in line with FY commencement – July 1st	Upon receipt of invoice
Hardware	**Fees**	**Currency**	**Invoicing Frequency**	**Payment Terms**
AeroCloud FIDS Boxes – *included within annual licence*	0.00	USD	n/a	n/a

Signature:	
AeroCloud	**Subscriber**
Name: George Richardson	Name: David E. Cossey
Title: CEO	Title: President/CEO
Signature:	Signature:
Date:	Date:

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:
Airline Services – Baggage Tug Purchase
Award Textron Ground Support Equipment Inc.

Summary:

The Airline Services Department handles the ground handling for Allegiant, Sun Country, and additional charters as needed. The TCAA has recently been awarded the contract to provide Breeze with ground handling services. A typical narrow-body aircraft requires two baggage tugs to adequately service the aircraft. The TCAA currently has three baggage tugs and is seeking to add a fourth that will allow two narrow-body aircraft to be serviced simultaneously. This equipment will eventually be transferred to the future airport FBO and will be retrofitted so that they can tow aircraft up to 40,000 pounds. Quotes for a new baggage tug were solicited with Textron Ground Support Equipment Inc. submitting the lowest and most responsive bid in the amount of $60,000. The baggage tug will initially be funded through the FY26 Miscellaneous Capital Expenditure Fund. The cost will then be reimbursed through a grant provided by the airport's fuel provider, Titan Aviation Fuels, and the following is the funding plan:

Airline Services Baggage Tug – Funding Plan

Miscellaneous Equipment/Shipping (Estimated)	$ 4,000
Airline Services Baggage Tug	$60,000
Estimated Total	$64,000

Recommendation:

Authorize the Director of Operations to issue a purchase order to Textron Ground Support Equipment Inc. for the baggage tug in the amount of $60,000.

Submitted By: Chris Stipo
Director of Operations

TRI-CITIES AIRPORT

BID TAB SHEET
Airline Services – Baggage Tug
Bid Date: October 16, 2025

FIRM NAME & ADDRESS	FUEL TYPE	TOTAL BID
Textron Ground Support Equipment Inc. 41 Busch Dr NE Cartersville, GA 30121	Gas	$60,000
Textron Ground Support Equipment Inc. 41 Busch Dr NE Cartersville, GA 30121	Electric	$102,000
Mercury GSE 18374 Phantom W, Hangar 879 Victorville, CA 92394	Gas	$24,995*

*Provided a quote for used equipment instead of new.

Textron Ground Support Equipment Inc.
41 Busch Dr NE
Cartersville GA 30121
USA

Quotation

Sold-To-Party
700017153
TRI-CITIES AIRPORT AUTHORITY
2525 HWY 75 SUITE 301
BLOUNTVILLE TN 37617-1055
USA

Ship-To-Party
TRI-CITIES AIRPORT AUTHORITY
2525 HWY 75 SUITE 301
BLOUNTVILLE TN 37617-1055
USA

Information

Quotation No.	20017869
Document Date	06/26/2025
Currency	USD
Req. Delivery Date:	07/21/2025
Valid to :	07/28/2025
Terms of payment:	Net 30 Days
Incoterms:	EXW GA
Created by :	SBIBBY
Time Stamp :	10:55:12

Item	Material / Description	Quantity		Unit Price	Amount
10	MA / MA BAGGAGE TRACTOR	1.000	EA	60,000.00	60,000.00
	1_MA-28 CD MANUAL	1.000	EA		
	3 SPEED, TCU, SOFTWARE	1.000	EA		
	33INCH BENCH	1.000	EA		
	33INCH STANDARD CUSHION	1.000	EA		
	5000 LBS DRAWBAR W/ LEAF_A	1.000	EA		
	6.90 X 9.0 RIBBED	1.000	EA		
	8.00 X 16.5 RIBBED	1.000	EA		
	BACKUP ALARM	1.000	EA		
	BATTERY BOX	1.000	EA		
	BLACK NON-RETRACTABLE SEAT BELTS	1.000	EA		
	BTRY BOX BLK	1.000	EA		
	DUAL GAS TANK	1.000	EA		
	E-HITCH W/ EXTENSION	1.000	EA		
	FORD GASOLINE ENGINE	1.000	EA		
	GROUP 31_950CCA STUDS_D	1.000	EA		
	HEADLIGHTS ON WITH SWITCH	1.000	EA		
	HORN BUTTON LOCATION-STEERING WHEEL CENT	1.000	EA		
	HOURMETER IN-DASH	1.000	EA		
	LEVER-STYLE IGNITION SWITCH 660E-AC	1.000	EA		
	LINEX FLOOR_RUN BRD	1.000	EA		
	MA-28 BASE DASH W/O CAB FDX-WHT	1.000	EA		
	MA-28 FORD BAGGAGE TRACTOR	1.000	EA		

In accordance with Seller#s General Terms and Conditions: If Seller's supply chain is impacted by any international tariff, taxes, duties, or similar government charges which increases Seller's production cost, Seller may, at Seller's sole discretion, take one of the following actions: 1) Seller will pass such additional cost to the Buyer,# or 2) Seller and Buyer shall engage in price renegotiations for the impacted products, goods, or services.

Textron Ground Support Equipment Inc.
41 Busch Dr NE
Cartersville GA 30121
USA

Quotation

Sales Order No. (Date) : 20017869 (06/26/2025)

Item	Material / Description	Quantity		Unit Price	Amount
	MECHANICAL	1.000	EA		
	NO CAB	1.000	EA		
	NO FRAME REINFORCEMENT	1.000	EA		
	NO HINGED HOOD	1.000	EA		
	NO HINGED HOOD MA-28 FDX-WHT	1.000	EA		
	NO PONYA LIGHT	1.000	EA		
	NO POWER STEER W/O FRONT BRK_B	1.000	EA		
	NO REVERSE LIGHTS	1.000	EA		
	NON LP TANK	1.000	EA		
	NON-LP STD T6-4016-131	1.000	EA		
	PAINT-FEDEX WHITE	1.000	EA		
	SHIFT OPPOSITE DIR OF TRAVEL	1.000	EA		
	STANDARD REFLECTOR	1.000	EA		
	STD STEERING WHEEL	1.000	EA		
	THUMB SCREW	1.000	EA		
	TRANSMISSION COOLER,FORD ENG	1.000	EA		
	Final amount:				60,000.00

Signature ____ Date ____________________________

This order is subject to Textron GSE's Terms and Conditions which are available at https://textrongse.txtsv.com/terms-and-conditions

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:
Airline Services - Beltloader Purchase
Award Textron Ground Support Equipment Inc.

Summary:

The Airline Services Department handles the ground handling for Allegiant, Sun Country, and additional charters as needed. The TCAA has recently been awarded the contract to provide Breeze with ground handling services. A typical narrow-body aircraft requires two beltloaders to adequately service the aircraft. The TCAA currently has three beltloaders and is seeking to add a fourth that will allow two narrow-body aircraft to be serviced simultaneously. This equipment will eventually be transferred to the future airport FBO. Quotes for a new beltloader were solicited with Textron Ground Support Equipment Inc. submitting the lowest and most responsive bid in the amount of $92,000. The gas powered beltloader was selected over the electric powered beltloader due to an appropriate charger not being readily available. The beltloader will initially be funded through the FY26 Miscellaneous Capital Expenditure Fund. The cost will then be reimbursed through a grant provided by the airport's fuel provider, Titan Aviation Fuels, and the following is the funding plan:

<u>Airline Services Beltloader – Funding Plan</u>

Miscellaneous Equipment/Shipping (Estimated)	$ 2,000
Airline Services Beltloader	<u>$92,000</u>
Estimated Total	$92,000

Recommendation:

Authorize the Director of Operations to issue a purchase order to Textron Ground Support Equipment Inc. for the beltloader in the amount of $92,000.

Submitted By: Chris Stipo
Director of Operations

BID TAB SHEET
Airline Services – Beltloader
Bid Date: October 16, 2025

FIRM NAME & ADDRESS	FUEL TYPE	TOTAL BID
Textron Ground Support Equipment Inc. 41 Busch Dr NE Cartersville, GA 30121	Gas	$92,000
Textron Ground Support Equipment Inc. 41 Busch Dr NE Cartersville, GA 30121	Electric	$90,000
Mercury GSE 18374 Phantom W, Hangar 879 Victorville, CA 92394	Gas	$24,950*

*Provided a quote for used equipment instead of new.

TEXTRON GSE

Textron Ground Support Equipment Inc.
41 Busch Dr NE
Cartersville GA 30121
USA

Quotation

Sold-To-Party
700017153
TRI-CITIES AIRPORT AUTHORITY
2525 HWY 75 SUITE 301
BLOUNTVILLE TN 37617-1055
USA

Ship-To-Party
TRI-CITIES AIRPORT AUTHORITY
2525 HWY 75 SUITE 301
BLOUNTVILLE TN 37617-1055
USA

Information

Quotation No.	20017816
Document Date	06/19/2025
Currency	USD
Req. Delivery Date:	07/21/2025
Valid to :	07/21/2025
Terms of payment:	Net 30 Days
Incoterms:	FCA GA
Created by :	SBIBBY
Time Stamp :	15:18:08

Freight Charge $1000

Item	Material / Description	Quantity		Unit Price	Amount
10	BL660 / BELTLOADER # 660 SN# 6513873	1.000	EA	92,000.00	92,000.00
	24 MONTH/2000 HOUR WARRANTY	1.000	EA		
	3 SPEED, TCU, SOFTWARE	1.000	EA		
	660 BELTLOADER, FORD 2.5L ENG, BASE	1.000	EA		
	660 FRAME-IC NONPST STDC 2HL BMP W/ FIN	1.000	EA		
	8.00 X 16.5 RIBBED	1.000	EA		
	BATTERY BOX	1.000	EA		
	BELT CONTROL_LEFT REAR_RECESSED	1.000	EA		
	BELT CONTROL_LF_RECESSED_STD CONV	1.000	EA		
	BLACK RETRACTABLE 69IN SEAT BELT	1.000	EA		
	BRAKE PEDAL-NO GRIP	1.000	EA		
	BUCKET SEAT NO MTL DOOR	1.000	EA		
	CONVEYOR WELDMENT,STD	1.000	EA		
	DASH/INSTRUMENT PANEL,660-28	1.000	EA		
	ESTOP, DASH, LOCKING	1.000	EA		
	ESTOP, LEFT FRONT, STD CONVEYOR RECESSED	1.000	EA		
	ESTOP, LEFT REAR, STD CONVEYOR RECESSED	1.000	EA		
	EXTERNAL TRANSMISSION FILTER	1.000	EA		
	FAN SHROUD ONLY FOR 660-28 NON-POWERSTOW	1.000	EA		
	FENDERS,STANDARD,44,28,38	1.000	EA		
	FORD GASOLINE ENGINE	1.000	EA		
	FRONT ROLLER FINGER GUARDS	1.000	EA		
	FRONT TIRE 8.00 X 16.5 RIBBED	1.000	EA		

In accordance with Seller#s General Terms and Conditions: If Seller's supply chain is impacted by any international tariff, taxes, duties, or similar government charges which increases Seller's production cost, Seller may, at Seller's sole discretion, take one of the following actions: 1) Seller will pass such additional cost to the Buyer,# or 2) Seller and Buyer shall engage in price renegotiations for the impacted products, goods, or services.

Textron Ground Support Equipment Inc.
41 Busch Dr NE
Cartersville GA 30121
USA

Quotation

Sales Order No. (Date) : 20017816 (06/19/2025)

Item	Material / Description	Quantity		Unit Price	Amount
	FUEL GAUGE MECHANICAL 660-28, 44	1.000	EA		
	GRIT PAINT FLOOR MATERIAL	1.000	EA		
	GROUP 31C W/ STUDS	1.000	EA		
	HEADLIGHTS ON WITH SWITCH	1.000	EA		
	HORN BUTTON LOCATION-STEERING WHEEL CENT	1.000	EA		
	HYDRAULIC TANK ACCESS-STANDARD DOOR	1.000	EA		
	LEFT CONVEYOR PIN WITH DETENT	1.000	EA		
	LEFT CONVEYOR RAIL-BAG RAIL	1.000	EA		
	NO AMBER TURN LIGHT, 2-HOLE BUMPER	1.000	EA		
	NO BATT DISCONNECT SWITCH	1.000	EA		
	NO POWERSTOW, -28	1.000	EA		
	NO REARVIEW MIRROR	1.000	EA		
	NON-KEYED	1.000	EA		
	PAINT-STANDARD WHITE	1.000	EA		
	PARK BRAKE HANDLE BLACK	1.000	EA		
	REAR EXHAUST	1.000	EA		
	RIGHT CONVEYOR RAIL-HANDRAIL	1.000	EA		
	RUBBER BUMPER ROLL-FRONT-STD	1.000	EA		
	SELF CENTERING CONVEYOR ROLLERS	1.000	EA		
	SHIFTER OPPOSITE DIR OF TRAVEL	1.000	EA		
	STANDARD CONVEYOR DATA PLATE	1.000	EA		
	STANDARD CONVEYOR WIDTH	1.000	EA		
	STANDARD HYDRAULIC TANK - IC	1.000	EA		
	USER CONTROLLED TURN SIG_A	1.000	EA		
	Final amount:				92,000.00

Signature ____ Date __________________________

This order is subject to Textron GSE's Terms and Conditions which are available at https://textrongse.txtsv.com/terms-and-conditions

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Airline Services - GPU Purchase
Award Alvest Equipment Services (AES)

Summary:

The Airline Services Department handles the ground handling for Allegiant, Sun Country, and additional charters as needed. The TCAA has recently been awarded the contract to provide Breeze with ground handling services. A typical narrow-body aircraft requires a Ground Power Unit (GPU) when parked for passenger boarding and unloading. Using a GPU is cheaper than running the aircraft's Auxiliary Power Unit (APU) and a GPU is currently mounted on each jet bridge. With the increase in commercial air traffic a mobile GPU is needed for the hard stand gates. A 12 month lease was solicited, but AES offered a used 2016 GPU in the amount of $33,200 which is lower than any leases offered. The GPU will initially be funded through the FY26 Miscellaneous Capital Expenditure Fund. The cost will then be reimbursed through a grant provided by the airport's fuel provider, Titan Aviation Fuels, and the following is the funding plan:

Airline Services GPU – Funding Plan

Miscellaneous Equipment/Shipping (Estimated)	$ 2,000
Airline Services GPU	$33,200
Estimated Total	$35,200

Recommendation:

Authorize the Director of Operations to issue a purchase order to Alvest Equipment Services for the GPU in the amount of $33,200.

Submitted By: Chris Stipo
Director of Operations

BID TAB SHEET
Airline Services – GPU
Bid Date: October 16, 2025

FIRM NAME & ADDRESS	ACQUISITION TYPE	LENGTH	TOTAL BID
Alvest Equipment Services 1350 E. Touhy Ave Des Plaines, IL 60018	Purchase	Used	$33,200
Alvest Equipment Services 1350 E. Touhy Ave Des Plaines, IL 60018	Lease	12 Month	$33,600
Mercury GSE 18374 Phantom W, Hangar 879 Victorville, CA 92394	Lease	12 Month	$58,800

Outlook

Fw: Rental Equipment

From Jonathan Thacker <JThacker@flytri.com>
Date Thu 10/9/2025 2:35 PM
To Christopher Stipo <cstipo@flytri.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jonathan Thacker
Airline Services Manager

2525 Highway 75
Suite 305 Blountville TN, 37617
Tri-Cities Airport Authority TN/VA
Office (423) 325-6086
Fax (423) 325-6088
email jthacker@FlyTRI.com

From: Chad Yergeau <chad.yergeau@aes-gse.com>
Sent: Thursday, October 9, 2025 2:31:06 PM
To: Jonathan Thacker <JThacker@flytri.com>
Subject: RE: Rental Equipment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Jonathan.

Here are the purchase prices for the rental units I quoted below, pending approval by my management.

Let me know if you need anything further.

Type	Model	S/N	Year	Price
Ground Power Unit	GPU-409-E-CUP-28	T40613	2016	$ 33,200
Air Start Unit	ASU-600-180-CUP	T105639	2025	$ 226,800

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:
Airline Services – Deice Truck Purchase
Award Polar Aircraft Deicer

Summary:

The Airline Services Department handles the ground handling for Allegiant, Sun Country, and additional charters as needed. The TCAA has recently been awarded the contract to provide Breeze with ground handling services. As part of the ground serving agreement, the TCAA will be responsible for deicing Allegiant and Breeze aircraft. A deice truck that can handle a Cessna 172 up to a Boeing 757 was solicited with Polar Aircraft Deicer submitting the lowest and most responsive bid in the amount $269,856 back in April. As previously discussed with the board the procurement process and funding source would be heavily influenced by Breeze's start date and their needs. The TCAA entered an agreement with Allegiant to take over the lease of the deice truck they supply so that them and Breeze can be deiced throughout the upcoming winter season. This opened the option of using a state grant to fund the equipment purchase. During the grant process the price of the deice truck increased slightly due to tariffs, and the option of a backup camera was added. The deice truck will be funded through a State Grant and FY26 Miscellaneous Capital Expenditure Funds, and the following is the funding plan:

<u>Airline Services Deice Truck – Funding Plan</u>

Miscellaneous Equipment/Shipping (Estimated)	$ 10,000
Airline Services Deice Truck	<u>$289,595</u>
Estimated Total	$299,595

<u>Airline Services Deice Truck – Funding Plan</u>

State Grant	$274,888
FY 26 Miscellaneous Capital Expenditure Funds	<u>$ 24,707</u>
Estimated Total	$299,595

Recommendation:

Authorize the Director of Operations to issue a purchase order to Polar Aircraft Deicer for a deice truck in the amount of $289,595.

Submitted By: Chris Stipo
Director of Operations

BID TAB SHEET
Deice Truck
Bid Date: April 22, 2025

FIRM NAME & ADDRESS	VEHICLE TYPE	TOTAL BID
Polar Aircraft Deicer 137, 2e rang Deschambault, QC, Canada G0A 1S0	Artic Wolf	$269,856.00
Aero Specialties 11175 W. Emerald Street Boise, ID 83713	Hawk 800	$276,970.80
Textron GSE 41 Busch Dr NE Cartersville, GA 30121	MT5OP21	$415,000.00

POLAR AIRCRAFT DEICER

EQUIPMENT SALE AGREEMENT

This contract takes effect from signature date

BETWEEN : POLAR AIRCRAFT DEICER (the "Manufacturer"), a company incorporated under Canadian law and whose head office is located at :

137, 2 rang, Deschambault QC, Canada, G0A 1S0

on the one hand,

AND : TRI Cities Airport (the "Customer"), a company incorporated under American law and whose head office is located at :

2525 Highway 75 suite 305, Blountville TN, 37617

on the other hand,

1. SALE OF EQUIPMENT

The Customer hereby undertakes to purchase from the Manufacturer of the equipment (''Equipment") describe as follows:

Type	Make	Model	Year	Serial #
Deicing unit	Polar	Arctic Wolf	2026	WLF-202601-034

2. DESCRIPTION OF THE EQUIPMENT AND OPTIONS CHOSEN BY THE CUSTOMER

Arctic Wolf basic model deicing unit including the following options.

- ✓ 240V wire to plug the unit
- ✓ Protective Tarp
- ✓ Safety harness
- ✓ Fire extinguisher
- ✓ Beacon Light
- ✓ Non-slip grip on the roof
- ✓ 20' refill hoses with quick connect
- ✓ In-line thermometer in the basket
- ✓ Wireless communication headsets
- ✓ Joystick control in basket
- ✓ Fire suppression
- ✓ Extended ladder
- ✓ Guard Rail
- ✓ Rear View Camera
- ✓ Extended Warranty

Type 1 :
- ✓ Secondary heating mode (electric)
- ✓ Tank insulation
- ✓ Ground hose reel

Types 1 & 4 :
- ✓ Self pumping
- ✓ Samplig valves
- ✓ Flow meter for liquids
- ✓ Safety valve on systems

3. SALE PRICE

The price and payment period term for the Equipment are as follows:

Price	Payment term
282,095$ USD (Wolf) 7500$ USD (Transportation) **TOTAL : 289,595$ USD**	30% at contract signature 70% Prior the delivery

The equipment remains the property of the company until full payment. Final payment must be made before the unit leaves the company's facilities.

4. SECURITY DEPOSIT

- A security deposit of 30% is due upon signing the sales contract.
- The company will keep the security deposit if the customer cancels the order or does not take possession of the equipment on the agreed date between the two parties.
- The sales contract will come into effect upon receipt of the security deposit.

DELIVERY

The transportation of the Arctic Wolf from the manufacturer shop to the customer location is included in the price. All applicable customs fee, taxes, tariffs and insurance will be at the charge of the Customer from the Manufacturer facilities in the city of Deschambault, QC. The delivery is planned +/-180 days after reception of the sign contract and 30% deposit.

5. USE OF THE EQUIPMENT

The Customer will be responsible for the use of the equipment. The Customer will use the equipment in a reasonably competent manner and in accordance with the equipment's user manual. The Customer shall comply with all rules, laws, regulations in relation to the use of the equipment.

6. DISCLAIMER AND WARRANTIES

The Company warrants to the original purchaser of the equipment, only for the entire warranty period, that the equipment will be free from defects in material or performance. The attached warranty described is subject to the proper installation, use and maintenance of the equipment, in accordance with the installation instructions and the user manual provided to the Customer. Claims relating to the guarantee must be made in writing by the Customer no later than 30 days after the occurrence of a problem. The only obligation of the Company under the warranty described in the appendix is, at its decision, to repair, replace or correct such a defect existing at the time of delivery.

a) The "Warranty Period" begins on the date of delivery of the equipment and continues for up to 12 months thereafter.
b) Any repairs made under this Agreement shall be made by a Service Company authorized by Polar.
c) The warranty does not cover problems related to accidents, misuse, or modification of the equipment or its parts.
d) The Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Equipment other than those provided for in this Agreement.

7. MISCELLANEOUS

a) This Agreement shall be governed by the laws of the province of Quebec.
b) The prices for the equipment specified in this Agreement are exclusive of all municipal, state and federal taxes including, but not limited to, taxes on business, production, sale, receipts, gross income, occupation, use and other similar taxes. Customer agrees to pay such taxes directly or reimburse Company for them, whether imposed on the Customer and to be collected by Company, or imposed on the Equipment or on the Customer in connection with this Sales Agreement. When applicable, such taxes will be added to the invoice as separate charges and separately on the invoice. Customer agrees to pay all personal property taxes imposed on the Equipment on the date of delivery.
c) In the event that any provision of this Agreement is deemed invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

d) The acquittal by either party of any default or breach of this Agreement shall not be deemed an acquittal for default or breach of any other provision or future default or breach.
e) This Agreement constitutes the entire Agreement between the parties in relation to the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written agreements, understandings, undertakings, discussions, proposals between the parties. This Agreement may not be modified except by written Agreement duly executed by authorized representatives of each party. It is expressly agreed between the parties that the provisions of this Agreement shall supersede the provisions of any purchase order or other ordering document, if any.
f) Neither party shall be liable for any breach of this will be held responsible for a failure to perform its services or obligations set out in this Agreement if this failure results from a case of major force and provided that the debtor has taken all the necessary measures to avoid its occurrence. The debtor is thus exonerated from any contractual liability until the cessation of major force. Notwithstanding this exemption from suspensive liability, the debtor must, as far as is reasonable, seek to mitigate any prejudice suffered by the creditor due to the occurrence of major force.
g) No action, regardless of form, arising out of this Agreement may be brought.
h) This Agreement is not transferable either directly or indirectly by the Customer or the Company

IN WITNESS WHEREOF, the parties have agreed to this Agreement on the first date below.

THE MANUFACTURER	**THE CUSTOMER**
______________________	______________________
Authorized signature	Authorized signature
Jimmy Racine President	______________________
Name and Function	Name and Function
Signature Date: September 29th 2025	Signature Date:

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Airport Old Terminal and Bag Claim Roof Replacement Project
Award Kimley-Horn Design/Bid Services Agreement

Summary:

The airport's approved Capital Improvement Plan (CIP) includes the removal and replacement of two terminal building roofing systems. The bag claim and the old terminal building structure roofing systems have reached the end of serviceable life. Kimley-Horn prepared a design/bid services agreement in the amount of $71,750 to include preparing project design/bid plans and documents, budgets, perform design progress and pre-bid meetings, advertisement, bids review and recommendation to staff. The proposed project will be funded using State FY 2026 TEF grant funds.

Estimated Project Design/Bid Services Cost Summary Plan	
Administration (Misc./Legal)	$ 10,000
Engineering Design/Bid Services	$ 71,750
Engineering CA Services (NIC/Estimate)	$ 50,000
Construction (Estimate)	$ 1,044,750
Total Estimated Project	$ 1,176,500

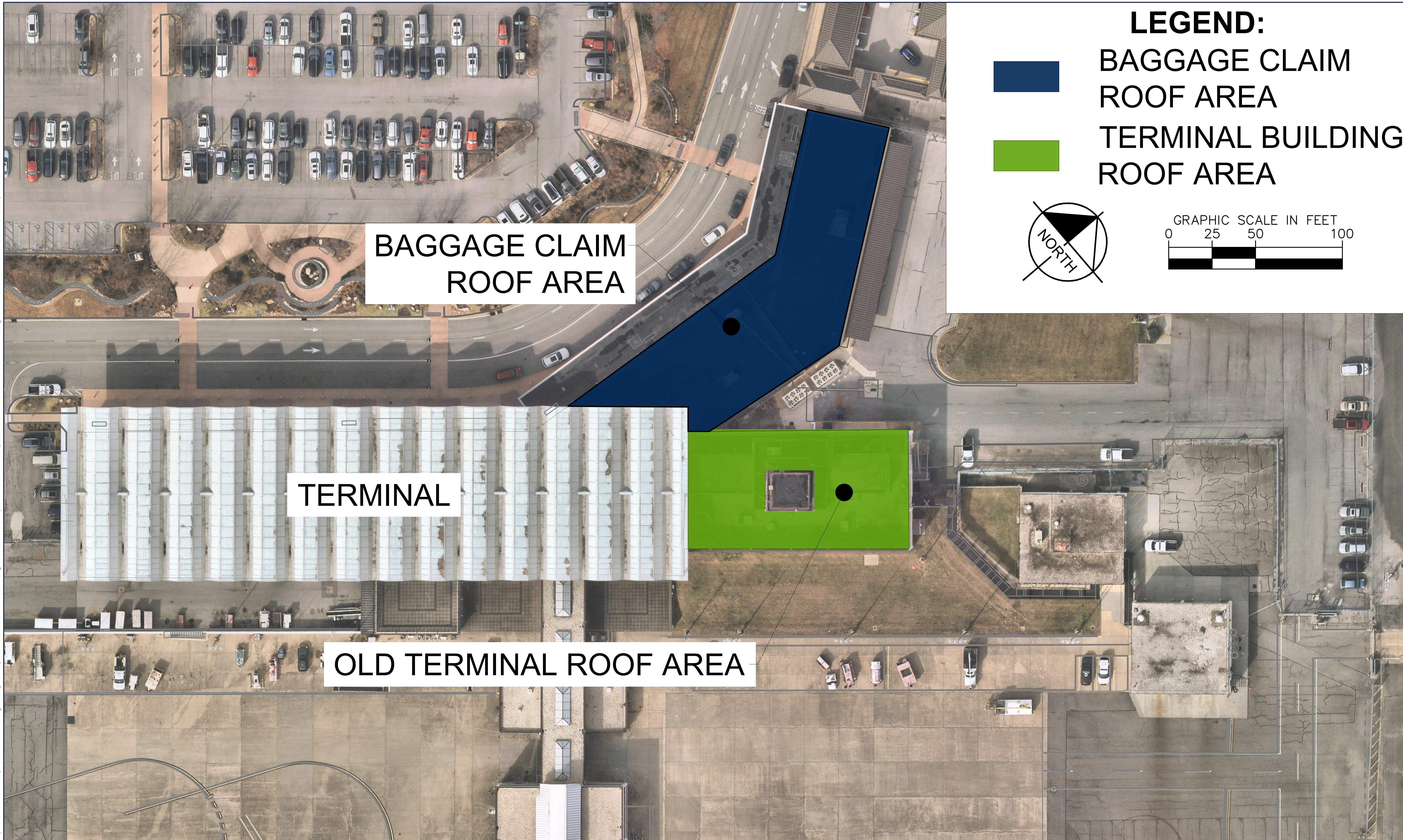
Proposed Design/Bid Project – FY 2026 State TEF Funding Plan		
State TEF Funds	95%	$ 1,117,675
Airport Funds	5%	$ 58,825
Total Estimated Project		$ 1,176,500

The Tri-Cities Airport Authority's Legal Counsel will review the Kimley-Horn contract prior to execution.

Recommendation:

Authorize the Chairman to execute a Kimley-Horn design/bid services contract agreement in the amount of for $71,750 for the airport Old Terminal Building and Bag Claim Roof Replacement Project, pending State grant funding approval.

Submitted By: David W. Jones
Chief Operating Officer



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Kimley»Horn TRI TRI-CITIES AIRPORT

BAGGAGE CLAIM AND OLD TERMINAL ROOF REPLACEMENT EXHIBIT

OCTOBER 2025

TERMINAL AND BAGGAGE CLAIM ROOF REHABILITATION

Design and Bid Phase Servies Scope of Work

Tri-Cities Airport

Bloountville, TN

October 8, 2025

Prepared By:

Kimley»Horn

Exhibit 1

Project Description

The Tri-Cities Airport Authority (TRI, Client, or Owner), managing the Tri-Cities Airport (TRI) has selected Kimley-Horn and Associates, Inc (Kimley-Horn or Consultant) to provide design and bidding services associated with the Terminal and Baggage Claim Roof Rehabilitation (Project). The project includes the removal and replacement of approximately 8,500 square feet of the terminal roof with a new 30-year roofing system. Also included is the removal and replacement of approximately 18,500 square feet of the baggage claim roof with a new 30-year roofing system. The limits are shown in Figure 1 below.

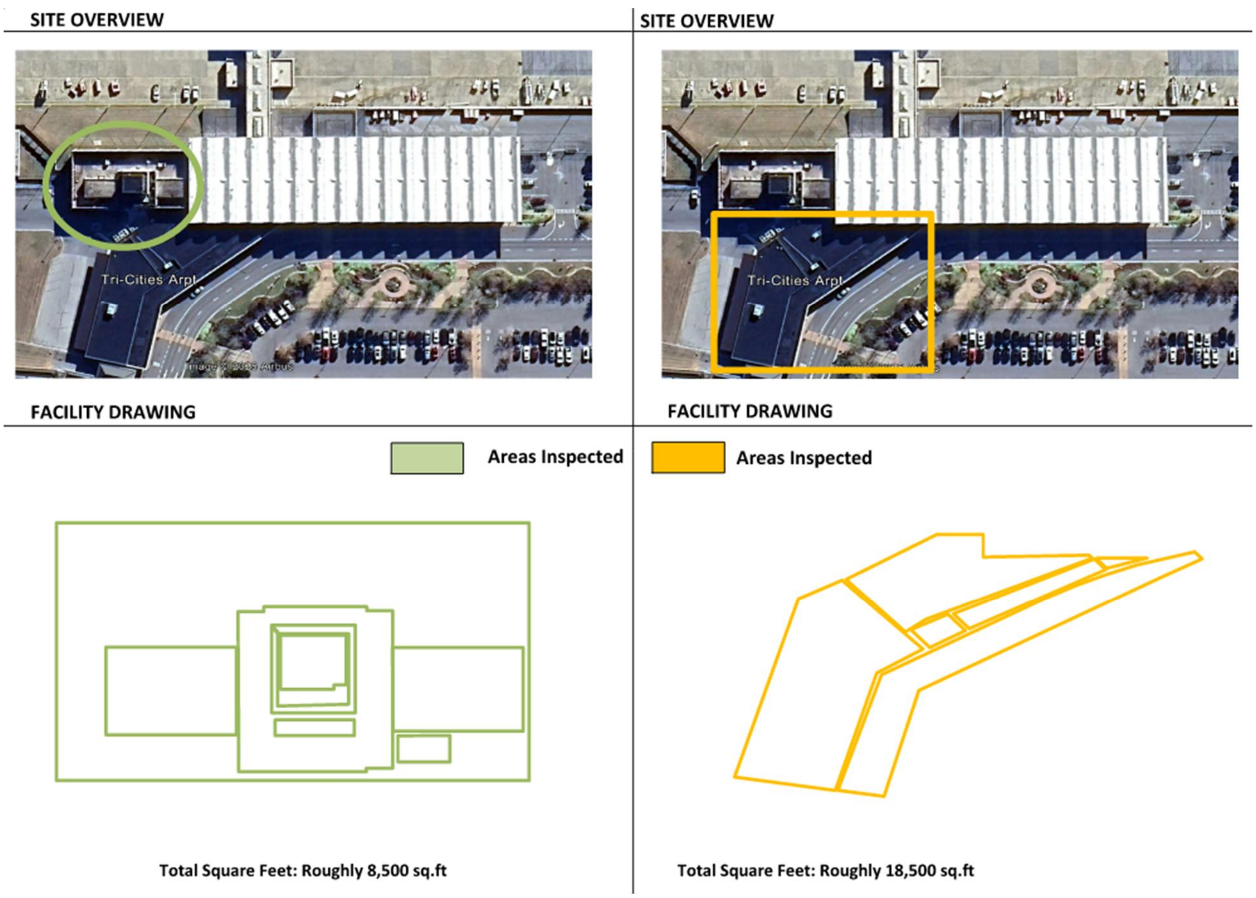


Figure 1 – Project Limits

Exhibit 2

Project Scope of Services

Task 1 Project Initiation

The Project Initiation Task consists of those services that are necessary to facilitate the design of the Project. Specific tasks consist of the following:

Task 1.1 Project Kick-Off and Coordination

The Consultant will coordinate and attend one (1) kickoff meeting at TRI. The meeting shall gather information regarding the Project such as existing as-built drawings, existing reports, and any known issues. Project-specific items will also be gathered such as Project constraints, staging area, access, phasing concerns, etc. The Consultant will prepare and distribute meeting minutes.

Task 1.2 Data Collection

The Consultant will review the available record drawings and reports and will compile existing data to determine the extent to which additional data collection is needed for the Project.

Task 1.3 Project Management

The Consultant will provide for the administration of the contract, the development of a project schedule, resource allocation, and the development of documentation needed for the successful workflow for the Project. Project Management under this task shall also consist of getting subconsultants under contract and establishing project administrative controls and reporting to be used for the duration of the Project.

Task 2 Tower and Second Floor Removal Study

The Tower and Second Floor Removal Study Task consists of those services that are necessary to evaluate the feasibility and costs of the permanent removal of the tower and second floor of the terminal building. Note: There are no design services included in this task and the intent is to provide programming support for a future project only. Specific tasks consist of the following:

Task 2.1 Site Visit

The Consultant team will make a site visit to gather the field data and information needed for the evaluation.

Task 2.2 Evaluation

The architectural components that will need to be demolished will be evaluated along with identifying any historic implications. Structural to evaluate the challenges associates with removing the tower and second floor structures and in-filling open areas to create a single-story roof/building. Mechanical, plumbing and electrical to evaluate challenges associated with removing the tower and second floor while keeping the MEP components for the remaining first floor intact.

Task 2.3 Report

The Consultant will prepare a summary report of the analysis and findings from the site inspection that will advise on the feasibility of this project, along with the probable construction cost estimate and timeline.

Task 3 60% Design

The 60% design milestone will consist of the following tasks:

Task 3.1 Design Plans

The Consultant will prepare 60% contract drawings for the proposed Project. An approximation of the anticipated plan set is as follows:

Task 3.2 Project Manual

The Consultant will provide technical specifications.

Task 3.3 Opinion of Probable Construction Costs (OPCC)

The Consultant will develop a 60% OPCC.

Task 3.4 Internal Quality Control Review

The Consultant will conduct an in-house quality control review. The quality control review will include engineers with no involvement in the Project who will be matched to their specific expertise to review the Project efficiently. Bluebeam software will be used to gather all comments in one central location. This information will be kept for records.

Task 3.5 Document Distribution

The Consultant will coordinate, prepare for, and attend a 60% Design Progress Meeting. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes.

Task 3.6 Design Progress Meeting

The Consultant will coordinate, prepare for, and attend a 60% Design Progress Meeting. This meeting is expected to be in person at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes.

Task 3.7 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the development of 60% documents. The Consultant will also provide the Owner with updates on the Project's status.

Task 4 100% Design

The 100% design milestone will consist of the following tasks:

Task 4.1 Comment Resolution

The Consultant will review and respond to comments received from the 60% submittal and incorporate those into the 100% Design as applicable.

Task 4.2 Design Plans

The Consultant will prepare 100% contract drawings for the proposed Project. An approximation of the anticipated plan set is as follows:

Task 4.3 Project Manual

The Consultant will develop a project manual utilizing TRI front ends, bidding documents, and technical specifications.

Task 4.4 Opinion of Probable Construction Costs (OPCC)

The Consultant will develop a 100% OPCC.

Task 4.5 Internal Quality Control Review

The Consultant will conduct an in-house quality control review. The quality control review will include engineers with no involvement in the Project who will be matched to their specific expertise to review the Project efficiently. Bluebeam software will be used to gather all comments in one central location. This information will be kept for records.

Task 4.6 Document Distribution

The Consultant will coordinate, prepare for, and attend a 100% Design Progress Meeting. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes.

Task 4.7 Design Progress Meeting

The Consultant will coordinate, prepare for, and attend a100% Design Progress Meeting. This meeting is to be in person at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes.

Task 4.8 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the development of 100% documents. The Consultant will also provide the Owner with updates on the Project's status.

Task 5 Bid Phase Services

The bid phase services will consist of the following tasks:

Task 5.1 Preparation of Bid Advertisement

The Consultant will prepare an advertisement for bidders for TRI to issue to preferred media.

Task 5.2 Pre-Bid Conference

The Consultant will coordinate, prepare for, and attend a Pre-Bid Conference. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes.

Task 5.3 Answer Questions and Prepare Addenda

The Consultant will assist TRI in answering questions from bidders during the bid period and will issue required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, or correct errors and/or omissions.

Task 5.4 Bid Analysis and Award

The Consultant will collect the bids received and review them for accuracy, completeness, errors, and omissions. The Consultant will call contractor references as appropriate, tabulate the bid results, and prepare a recommendation of award letter.

Task 5.5 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the bid services. The Consultant will also provide the Owner with regular updates on the Project's status.

Exhibit 3

Project Schedule

The Consultant will complete the services listed above upon a mutually agreed upon schedule. Below is a draft schedule based on an 10/24/2025 Notice to Proceed (NTP). Upon receipt of the fully executed contract, The Consultant will commence the services outlined in Exhibit 2.

- 10/24/25 Notice to Proceed
- 10/30/25 Kickoff Meeting
- 12/17/25 60% Design Review
- 1/28/26 100% Design Review
- 2/4/26 Advertise
- 3/4/26 Open Bids

Exhibit 4

Contract Compensation

The Consultant will perform the scope of services in the tasks noted as "LS" in the table below for the total lump sum fee. Individual task amounts are informational only.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Summary - Phase 1		**Labor Fee**	**Fee Type**
Task 1	Project Initiation	$ 6,350.00	LS
Task 2	Tower and Second Story Removal Study	$ 8,250.00	LS
Task 3	60% Design	$ 25,400.00	LS
Task 4	100% Design	$ 25,400.00	LS
Task 5	Bid Phase Services	$ 6,350.00	LS
	Total Lump Sum Fee	$ 71,750.00	LS

LS: Lump Sum Fee

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope as requested by the Client, will be considered Additional Services and may be performed at our then-current hourly rates. Additional Services the Consultant can provide include, but are not limited to, the following:

- Environmental permitting
- Construction phase services
- Permitting fees
- Advertisement fees

Exhibit 5

Owner’s Budget

The Owner’s Budget is an estimate of probable construction and project costs based on relevant, local bid results. The Consultant has no control over the actual cost of labor, materials and equipment, or over competitive bidding and market conditions.

Opinion of Probable Construction Costs	$1,044,750.00
Airport Administration	$10,000.00
Design Phase Services	$71,750.00
Construction Phase Services (Estimated, Not in Contract (NIC)	$50,000.00
Total Project Costs	$1,176,500.00

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Airport Terminal Building HVAC Air Handlers Replacement Project
Award Kimley-Horn Design/Bid Services Agreement

Summary:

The airport's approved Capital Improvement Plan (CIP) includes the removal and replacement of two terminal HVAC air handler systems and removal of an original old terminal electrical transformer. The air handler systems have reached the end of serviceable life. Kimley-Horn prepared a design/bid services agreement in the amount of $74,992 to include preparing project design/bid plans, progress and pre-bid meetings, bid review and recommendation to award a contractor to staff. The proposed project will be funded using State FY 2026 TEF funds.

Estimated Project Design/Bid Services Cost Summary Plan		
Administration (Misc./Legal)	$	10,000
Engineering Design/Bid Services	$	74,992
Engineering CA Services (Estimate)	$	95,000
Construction (Estimate)	$	1,300,000
Total Estimated Project	$	1,479,992

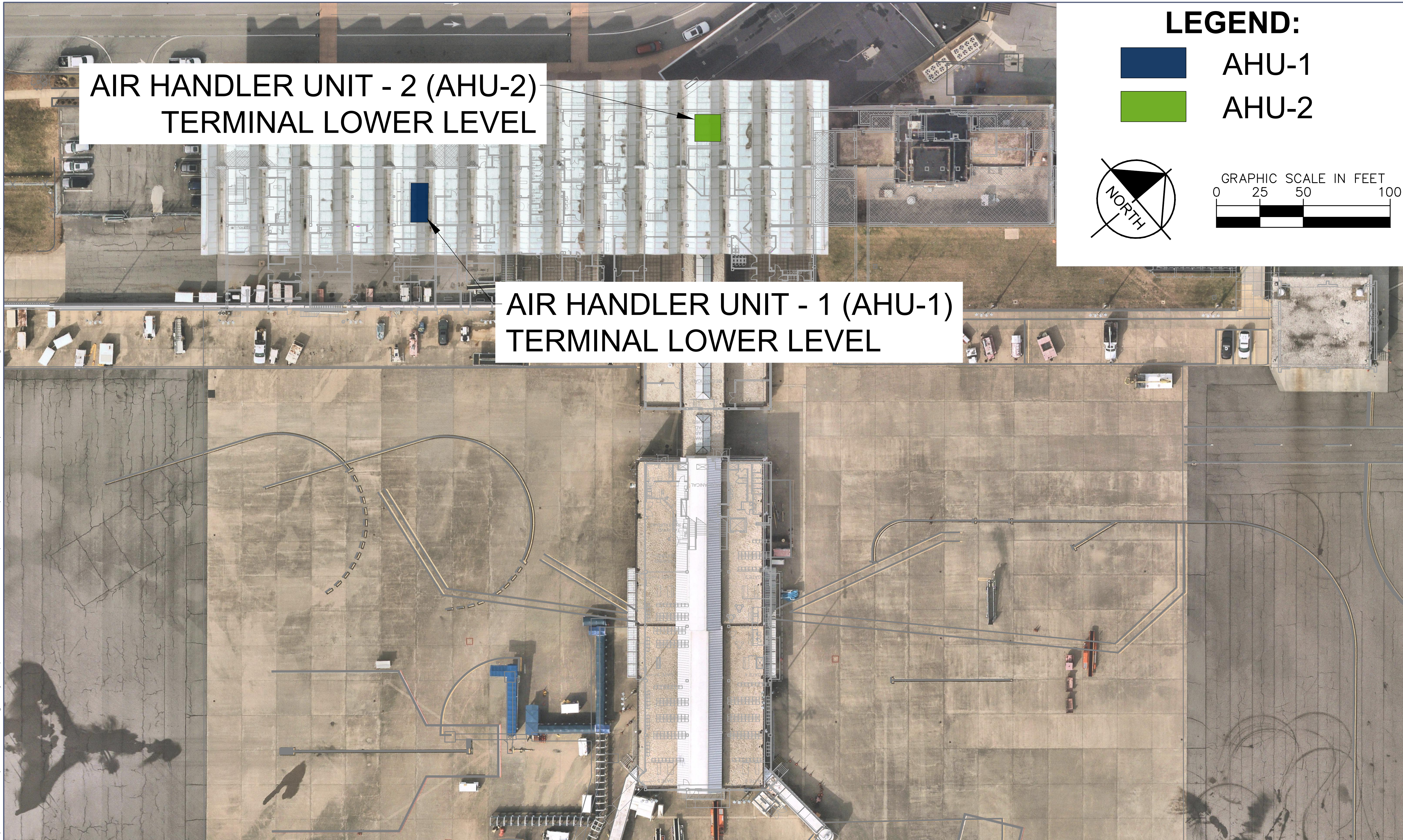
Proposed Design/Bid Project - FY 26 State TEF Funding Plan			
State TEF Funds	95%	$	1,405,992
Airport Funds	5%	$	74,000
Total Estimated Project		$	1479,992

The Tri-Cities Airport Authority's Legal Counsel will review the Kimley-Horn contract prior to execution.

Recommendation:

Authorize the Chairman to execute a Kimley-Horn design/bid services contract agreement in the amount of for $74,992 for the Airport Terminal Building HVAC Air Handlers Replacement Project, pending State grant funding approval.

Submitted By: David W. Jones
Chief Operating Officer



AIR HANDLER UNIT EXHIBIT

OCTOBER 2025

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AIR HANDLER UNIT REPLACEMENT

Design and Bid Phase Servies Scope of Work

Tri-Cities Airport

Blountville, TN

October 15, 2025

Prepared By:

Kimley»Horn

Exhibit 1

Project Description

The Tri-Cities Airport Authority (TRI, Client, or Owner), managing the Tri-Cities Airport (TRI) has selected Kimley-Horn and Associates, Inc (Kimley-Horn or Consultant) to provide design and bidding services associated with the Air Handler Unit Replacement (Project). The proposed Project consists of the replacement of two air handler units, AHU-1 and AHU-2, located on the lower level of the terminal, shown in Figure 1. Along with replacement of the AHU's the associated duct work and supply/return grilles will be replaced. A new HVAC control system will be included with the new system. The existing AHUs are anticipated to be replaced with new four pipe fan coil units based on the Preliminary Engineering Report completed in October 2025.

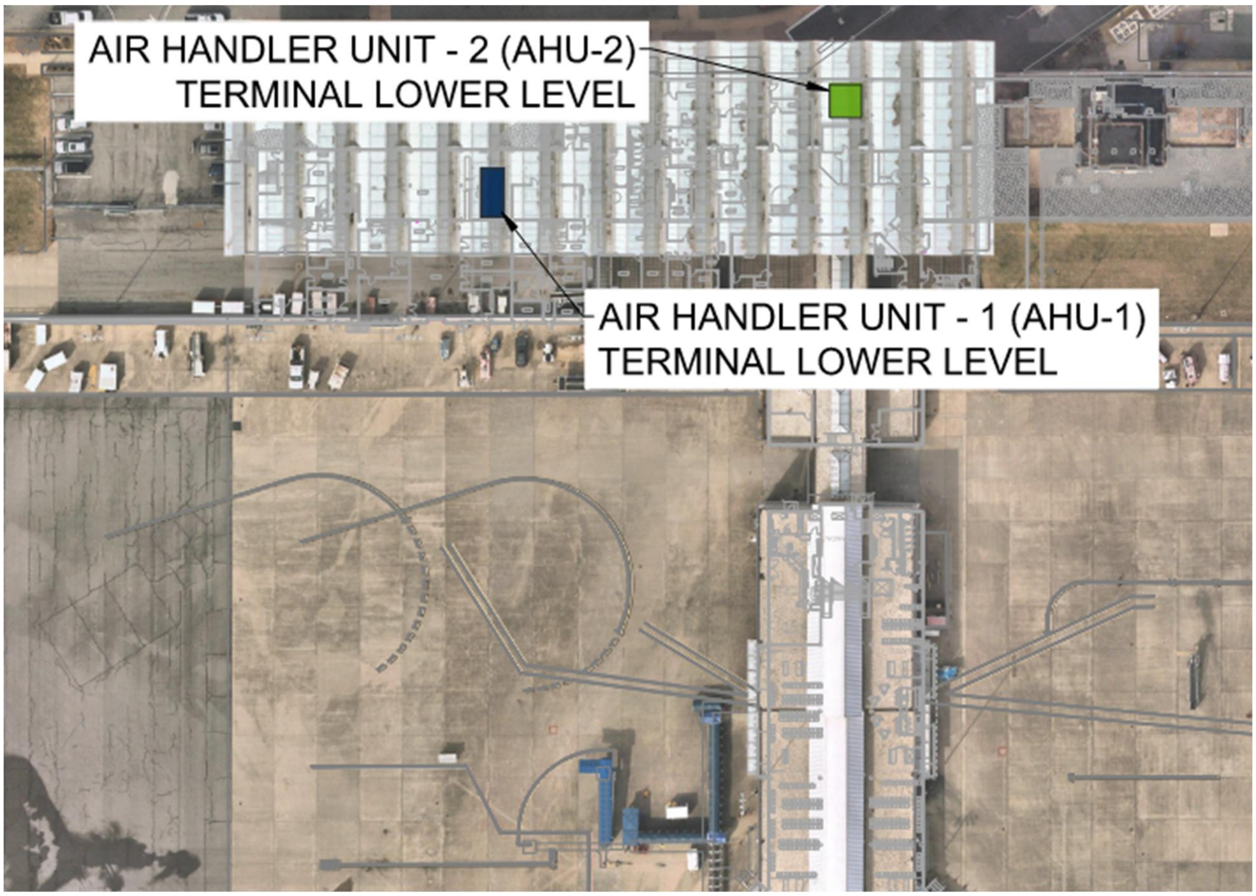

Figure 1 – AHU Locations

Exhibit 2

Project Scope of Services

Task 1 Project Initiation

The Project Initiation Task consists of those services that are necessary to facilitate the design of this Project. Specific tasks consist of the following:

Task 1.1 Project Kick-Off and Coordination

The Consultant's Sr. Project Manager will coordinate and attend one (1) kickoff meeting at TRI. The meeting shall gather information regarding the Project such as existing as-built drawings, existing reports, and any known issues. Project-specific items will also be gathered such as Project constraints, staging area, access, phasing concerns, etc. The Consultant will prepare and distribute meeting minutes.

Task 1.2 Data Collection

The Consultant will review the available record drawings and reports and will compile existing data to determine the extent to which additional data collection is needed for the Project.

Task 1.3 Project Management

The Consultant will provide for the administration of the contract, the development of a project schedule, resource allocation, and the development of documentation needed for the successful workflow for the Project. Project Management under this task shall also consist of getting subconsultants under contract and establishing project administrative controls and reporting to be used for the duration of the Project.

Task 2 Design Development Phase

The Design Development Phase will consist of the following tasks:

Task 2.1 Design Development Drawings

- Respond to any Owner concerns or comments from Schematic Design phase
- Engage mechanical and electrical engineers to further develop specific replacement options for each Air Handler Unit
- Identify HVAC control system to be used
- Identify zones covered by each unit
- Identify any duct routing issues
- Develop phasing approach and identify phasing issues

Task 2.2 Project Manual

The Consultant will provide a draft project manual.

Task 2.3 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the design development phase. The Consultant will also provide the Owner with updates on the Project's status.

Task 3 Construction Document Phase

The Construction Document Phase will consist of the following tasks:

Task 3.1 Construction Drawings

- Develop Design Development Phase drawings into Construction documents and specifications suitable for bidding
- Update opinion of probable construction costs
- Construction / Bidding Drawings will be submitted to the Owner
- Review meeting with stakeholders

Task 3.2 Project Manual

The Consultant will provide a final Project Manual for bidding.

Task 3.3 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the construction document phase. The Consultant will also provide the Owner with updates on the Project's status.

Task 4 Bid Phase Services

The bid phase services will consist of the following tasks:

Task 4.1 Preparation of Bid Advertisement

The Consultant will prepare an advertisement for bidders for TRI to issue to preferred media.

Task 4.2 Pre-Bid Conference

The Consultant will coordinate, prepare for, and attend a Pre-Bid Conference. This meeting is anticipated to be at the Tri-Cities Airport. The Consultant will prepare and distribute meeting minutes. The Sr. Project Manager will attend.

Task 4.3 Answer Questions and Prepare Addenda

The Consultant will assist TRI in answering questions from bidders during the bid period and will issue required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, or correct errors and/or omissions.

Task 4.4 Bid Analysis and Award

The Consultant will collect the bids received and review them for accuracy, completeness, errors, omissions, and requirements. The Consultant will call contractor references as appropriate, tabulate the bid results, and prepare a recommendation of award letter.

Task 4.5 Project Management

The Consultant will provide project management services including scheduling, resource allocation, project monitoring, and control for the bid services. The Consultant will also provide the Owner with regular updates on the Project's status.

Exhibit 3

Project Schedule

The Consultant will complete the services listed above upon a mutually agreed upon schedule. Below is a draft schedule based on an 11/10/2025 Notice to Proceed (NTP) and the assumptions outlined below. Upon receipt of the fully executed contract, The Consultant will commence the services outlined in Exhibit 2.

- 11/10/25 Notice to Proceed
- 11/11/25 Kickoff Meeting
- 12/16/25 Design Development Review
- 1/27/26 Construction Development Review
- 2/10/26 Advertise
- 3/3/26 Open Bids

Exhibit 4

Contract Compensation

The Consultant will perform the scope of services in the tasks noted as “LS” in the table below for the total lump sum fee. Individual task amounts are informational only. See Attachment A for a breakdown of costs.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Summary - Phase 1		Labor Fee	Fee Type
Task 1	Project Initiation	$ 15,696.00	LS
Task 2	Design Development Phase	$ 25,260.00	LS
Task 3	Construction Document Phase	$ 26,960.00	LS
Task 4	Bid Phase Services	$ 7076.00	LS
	Total Lump Sum Fee	$ 74,992.00	LS

LS: Lump Sum Fee

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope as requested by the Client, will be considered Additional Services and may be performed at our then-current hourly rates. Additional Services the Consultant can provide include, but are not limited to, the following:

- Construction phase services
- Permitting fees
- Advertisement fees
- Other services as requested by the Client

INOFORMATION PROVIDED BY OWNER

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Exhibit 5

Owner's Budget

The Owner's Budget is an estimate of probable construction and project costs based on relevant, local bid results. The Consultant has no control over the actual cost of labor, materials and equipment, or over competitive bidding and market conditions.

Opinion of Probable Construction Costs	$1,300,000.00
Airport Administration	$10,000.00
Design Phase Services	$74,992.00
Construction Phase Services (Estimated, Not in Contract (NIC)	$95,000.00
Total Project Costs	$1,479,992.00

ATTACHMENT A

Breakdown of Costs - Design Phase Services

	SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional I	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 1 Project Initiation									
Task 1.1	**Project Kick-Off and Coordination**		8						8
Task 1.2	**Data Collection**		4	4					8
Task 1.3	**Project Management**		8	4					12
									0
	TOTAL HOURS	0	20	8	0	0	0	0	28
	BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	
	TOTAL BURDENED LABOR $	$0	$5,000	$1,280	$0	$0	$0	$0	$6,280
	OTHER DIRECT NON-SALARY COSTS								
	SPECIALTY SUBCONSULTANTS								
	Bedinger Consulting Engineers (Mechancial)								$6,000
	Vreelander Engineers (Electrical)								$2,000
	TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$8,800
	TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
		#People	#Days	$80	$600	$120	$0.67	$60	
	Kick-Off Mtg (1)	1	1			$120	$436	$60	$616
									$0
								Total	$616
	TOTAL ODC's								$9,416
	Total Proposed Lump Sum Fee for:	**Task 1 Project Initiation**							**$15,696**

	SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional I	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 2 Design Development Phase									
Task 2.1	**Design Development Drawings**								0
Task 2.2	**Project Manual**		4	8					12
Task 2.3	**Project Management**		12	8					20
									0
	TOTAL HOURS	0	16	16	0	0	0	0	32
	BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	
	TOTAL BURDENED LABOR $	$0	$4,000	$2,560	$0	$0	$0	$0	$6,560
	OTHER DIRECT NON-SALARY COSTS								
	SPECIALTY SUBCONSULTANTS								
	Bedinger Consulting Engineers (Mechancial)								$11,000
	Vreelander Engineers (Electrical)								$6,000
	TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$18,700
	TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
		#People	#Days	$80	$600	$120	$0.67	$60	
		0	0			$0	$0	$0	$0
									$0
								Total	$0
	TOTAL ODC's								$18,700
	Total Proposed Lump Sum Fee for:	**Task 2 Design Development Phase**							**$25,260**

	SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional I	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 3 Construction Document Phase									
Task 3.1	**Construction Drawings**								0
Task 3.2	**Project Manual**		2	8					10
Task 3.3	**Project Management**		12	8					20
									0
	TOTAL HOURS	0	14	16	0	0	0	0	30
	BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	
	TOTAL BURDENED LABOR $	$0	$3,500	$2,560	$0	$0	$0	$0	$6,060
	OTHER DIRECT NON-SALARY COSTS								
	SPECIALTY SUBCONSULTANTS								
	Bedinger Consulting Engineers (Mechancial)								$11,000
	Vreelander Engineers (Electrical)								$8,000
	TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$20,900
	TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
		#People	#Days	$80	$600	$120	$0.67	$60	
		0	0			$0	$0	$0	$0
									$0
								Total	$0
	TOTAL ODC's								$20,900
	Total Proposed Lump Sum Fee for:	**Task 3 Construction Document Phase**							**$26,960**

	SCOPE / TASK TITLE	Group Manager	Sr. Project Manager	Professional I	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 4 Bid Phase Services									
Task 4.1	**Preparation of Bid Advertisement**		2	2					4
Task 4.2	**Pre-Bid Conference**		8						8
Task 4.3	**Answer Questions and Prepare Addenda**		2	4					6
Task 4.4	**Bid Analysis and Award**		2						2
Task 4.5	**Project Management**		8						8
	TOTAL HOURS	0	22	6	0	0	0	0	28
	BURDENED RATE	$ 280.00	$ 250.00	$ 160.00	$ 140.00	$ 120.00	$ 110.00	$ 90.00	
	TOTAL BURDENED LABOR $	$0	$5,500	$960	$0	$0	$0	$0	$6,460
	OTHER DIRECT NON-SALARY COSTS								
	SPECIALTY SUBCONSULTANTS								
	TOTAL SPECIALTY SUBCONSULTANTS								$0
	TRAVEL			Car @	Airfare @	Lodging @	650 Miles @	Per Diem @	
		#People	#Days	80		$120	$0.67	$60	
	Meeting (1)	1	1		0	$120	$436	$60	$616
									$0
								Total	615.5
	TOTAL ODC's								$616
	Total Proposed Lump Sum Fee for:	**Task 4 Bid Phase Services**							**$7,076**

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Airport - Cross Property – Parcel 094 063.00 (Partial Take)
Property Acquisition

Summary:

The airport's CIP and ALP include acquisition of the Cross property in the Rwy 23 approach Runway Protection Zone (RPZ) located at the west corner of Muddy Creek and Hamilton Road. The airport received FAA approval to proceed with the Cross-property acquisition in September 2024. The Cross property will be a partial take of Parcel 094 063.00, consisting of 14.04 Acres +/- of pasture farmland and farm buildings.
Kimley Horn/Hanson completed the property survey, appraisal, appraisal review and is finalizing the environmental assessment. Following the federal property acquisition process, the appraisal and appraisal review resulted in a property offer in the amount of $ 634,800 and a farm business relocation cost of $11,250, which will be included in the overall purchase separately.
The project will be reimbursed using FAA AIP entitlement and future PFC funds. Following is the proposed project funding plan:

Estimated Project Cost Summary Plan		
Administration (IFE/Advertisement)	$	10,000
Legal Services (Estimated)	$	25,000
Engineering Services (Environmental, Survey, Appraisal, Specialty Services)	$	174,372
Property Acquisition (Appraisal/Appraisal Review)	$	634,800
Relocation (Estimated)	$	11,250
Total Estimated Project	$	855,422

Proposed Project AIP/PFC Funding Plan			
Federal AIP	95%	$	812,651
PFC Funds	5%	$	42,771
Total Estimated Project		$	855,422

The Tri-Cities Airport Authority's Legal Counsel will prepare the property offer and closing acquisition documents for execution.

Recommendation:

Authorize the President/CEO to execute a property acquisition offer letter in the amount of $634,800 for the Airport - Cross Property Partial Acquisition – Parcel 094 063.00, along with property closing acquisition.

Submitted By: David W. Jones
Chief Operating Officer

TRI-CITIES AIRPORT

October 23, 2025

PERSONAL DELIVERY
M. David Cross and Robin C. Siekerman
1416 New Cross Road
Blountville, TN 37922

RE: Tri-Cities Airport Authority
Land Acquisition
Partial Acquisition of Parcel: 094.063.00

Dear David and Robin:

The Tri-Cities Airport Authority (TRI) is seeking to purchase a portion of the parcel of real estate referenced above. This parcel is required to enable TRI to comply with FAA's compatible land use criteria. Ensuring compatible land use near federally obligated airports is an important responsibility and an issue of federal interest.

TRI is interested in purchasing a partial interest in this parcel for the fair market value. In order to determine the fair market value of this parcel, TRI retained a qualified independent real estate appraiser. The real estate appraiser submitted to TRI an appraisal for this parcel prepared in compliance with the Uniform Standards of Professional Appraisal Practice. To ensure that the appraisals are fair, TRI retained a second qualified independent real estate appraiser to review the appraisal. The appraisal reviews concluded that the fair market value for the partial acquisition of Parcel 094.063.00 is Six Hundred Thirty-Four Thousand Eight Hundred and No/100 Dollars ($634,800.00). For your reference, a copy of the appraisal and the appraisal review certification is attached.

Based upon the appraisal and the appraisal review certification, TRI offers the following:

- Six Hundred Thirty-Four Thousand Eight Hundred and No/100 Dollars ($634,800.00) to purchase a partial interest in Parcel 094.063.00 as referenced in the State of Tennessee, Comptroller of the Treasury Real Estate Assessment Data, subject to the terms and conditions set forth in the enclosed Purchase and Sale Agreement.

TRI will also pay the usual and ordinary closing costs such as recording charges, title reports, surveys, etc.

In addition to this offer to pay the total sum of Six Hundred Thirty-Four Thousand Eight Hundred and No/100 Dollars ($634,800.00), for the partial interest in Parcel 094.063.00, TRI is also prepared to pay additional compensation for your eligible relocation expenses in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act. Enclosed you will find your Relocation Eligibility Notice.

Tri-Cities Airport Authority
2525 Highway 75, Suite 301 | Blountville, TN 37617
TRIflight.com | 423-325-6000

TRI has retained the firm of Hanson Professional Services Inc. to conduct its negotiations for the purchase. Please direct all written or oral responses to this offer to Maribeth McLaughlin, R/W-NAC, Hanson Professional Services Inc., 28261 S. Kedzie Avenue, Suite T206, Monee, IL 60449, or telephone her at (708) 263-2028 or (312) 403-5159.

Soon, Maribeth will contact you to provide you with additional information, including logistics, to meet with you and review the offer documentation. Maribeth will also explain the land acquisition process and answer your questions; however, she cannot provide legal advice or make legal referrals to you.

TRI is interested in proceeding as expeditiously as possible. We would appreciate receiving a written response to this offer within thirty (30) days from the date of your receipt of this letter. Accordingly, if we do not receive a written response from you regarding this offer within such thirty (30) day period, we will assume that you have rejected this offer.

Thank you for your consideration in this matter.

Sincerely,

____

Gene Cossey, A.A.E., IAP
Executive Director

Enclosures

Residential Moving Expense and Dislocation Fixed Payment Schedule

Effective August 26, 2021

OCCUPANT OWNS FURNITURE (1) & (2)								
STATE: TENNESSEE								
Number of Rooms of Furniture								Each Additional Room
1	2	3	4	5	6	7	8	
$500	$750	$1,000	$1,250	$1,500	$1750	$2,000	$2,250	$250

OCCUPANT DOES NOT OWN FURNITURE	
1 Room / No furniture	Additional room / No furniture
$400	$100

Payment is limited to $100 if either of the following conditions apply:

1.) A person has minimal possessions and occupies a dormitory style room, or
2.) A person's residential move is performed by an agency at no cost to the person.

PARCEL: CROSS – 2184 MUDDY CREEK ROAD, BLOUNTVILLE, TN 37617	
FIXED MOVE PAYMENT - INVENTORY:	
Room Count	Room/Description
5	Structure 1 – Barn: miscellaneous furniture, tires, screens, wheelbarrow, storage bins and boxes, miscellaneous items, large amount of metal pieces, miscellaneous equipment pieces, tool storage
4	Structure 2 – Milk House: Miscellaneous furniture, buckets, tires, ladder, tool and supply storage
8	Structure 3 – Equipment/Tool Shed: Tractors, miscellaneous supplies, c+hairs
4	Structure 4 – Corral: Cattle Vaccination Station-livestock handling equipment
1	Structure 5 – Shed-Cattle barn-Miscellaneous
3	Structure 6 – Shed-Grainery-Livestock food and minerals storage
5	Structure 7 - Fencing
0	Structure 8 - Driveway
0	Structure 9 – Spring House
4	Structure 10 – Concrete Slab: Water Troughs,
10	Outdoor Areas - water troughs, metal hay feeder, concrete blocks, pile of tractor/equipment pieces, broken metal hay feeder, metal gates, miscellaneous
44	**TOTAL ROOMS**

FIXED MOVE PAYMENT CALCULATION:

$ 2,250.00 – 8 Rooms
$ 9,000.00 – 36 Additional Rooms@ $250
$11,250.00 – 48 Rooms – Total Fixed Payment based on Fixed Moving Cost Schedule (24.302)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), dated _____________, 2025 is made by and among **M. DAVID CROSS** and **ROBIN C. SIEKERMAN,** Co-Executors of the **ESTATE OF THOMAS M. CROSS, JR.** (herein referred to as "Seller"), and **TRI-CITIES AIRPORT AUTHORITY,** a regional airport authority organized and chartered pursuant to Tennessee Code Annotated §§ 42-3-104(a)(3) and 4-3-105(a) (herein "Buyer"). **HUNTER SMITH & DAVIS, LLP** joins in the execution of this Agreement as escrow closing agent (herein "Escrow Agent").

RECITALS:

A. Seller owns the real property described on **Exhibit A,** including all improvements located on such Real Property and all rights and privileges appurtenant to the Real Property, all of which are agreed to be and constitute a part of the Real Property (such real property, improvements, and rights and privileges referred to herein collectively as the "Real Property").

B. Buyer desires to purchase the Real Property in accordance with the terms and conditions of this Agreement, and Seller is willing to sell the Real Property to Buyer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars, the foregoing recitals and for other good and valuable consideration, Seller and Buyer do hereby contract and agree as follows:

ARTICLE I
SALE AND PURCHASE

1.1 Agreement of Sale and Purchase. In consideration of the mutual promises and covenants set forth in this Agreement, Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement. Seller and Buyer agree that Buyer's purchase of the Real Property shall include (a) all licenses, permits, certificates, approvals, authorizations and other entitlements issued; (b) all reports, test results, environmental assessments, surveys, plans, specifications; and (c) all other intangible property related to the Real Property (collectively the "Intangible Property").

1.2 Effectiveness of Agreement; Contract Date. This Agreement shall be effective when both Buyer and Seller have executed this Agreement and a fully executed copy of this Agreement has been delivered to Escrow Agent, such date referred to herein as the "**Contract Date**." Promptly upon receipt of the copy of the fully executed Agreement, Escrow Agent shall notify Buyer and Seller in writing of the Contract Date.

ARTICLE II
PURCHASE PRICE AND PAYMENT TERMS

2.1 Purchase Price. The total purchase price for the Real Property is Six Hundred Thirty-Four Thousand Eight Hundred and No/100 Dollars ($634,800.00)(the "**Purchase Price**").

2.2 Payment. The Purchase Price shall be paid by Buyer as follows:

(a) Payment at Closing. On or before the Closing, Buyer agrees to pay the Purchase Price into escrow, subject to adjustment pursuant to Section 6.6(d).

(b) Manner of Payment. All payments that Buyer is required to make under this Section shall be made by wire transfer of immediately available funds to the escrow account of Escrow Agent.

2.3 Disbursements. At Closing, all amounts paid by Buyer on account of the Purchase Price, less any closing costs payable by Seller, shall be disbursed to Seller.

ARTICLE III
ESCROW

3.1 Establishment of Escrow; Escrow Instructions. Immediately upon execution of this Agreement by both parties, the last party to execute this Agreement shall deliver a fully executed copy of this Agreement to Escrow Agent. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

3.2 Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, cancel or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing. Seller acknowledges and agrees that Escrow Agent is also serving as Buyer's counsel in this transaction and Seller consents to Escrow Agent acting in such capacity.

3.3 No Conflict of Interest. The parties acknowledge that Hunter, Smith & Davis, LLP is serving as counsel to Buyer in the transaction represented by this Agreement. The services to be performed by Hunter, Smith & Davis, LLP as Escrow Agent under this Agreement shall not be deemed to create a conflict of interest nor a basis for disqualification of Hunter, Smith & Davis, LLP from continuing to serve as counsel for Buyer in the event of any future questions as to the relative rights and remedies of the parties under this Agreement or the appropriate payment or distribution of the Escrowed Funds. In the event of any such dispute or disagreement, Hunter, Smith & Davis, LLP shall resign as Escrow Agent, deposit the Escrowed Funds with a court of competent jurisdiction pursuant to a properly filed interpleader action, and thereafter continue to serve as counsel for Buyer notwithstanding its service as Escrow Agent under this Agreement.

ARTICLE IV
INFORMATION TO BE PROVIDED TO BUYER

4.1 Information and Other Items to Be Provided to Buyer. Within the time periods set forth below, Seller will provide Buyer with the following (collectively, the "**Due Diligence Materials**"):

(a) Studies and Reports. Within five (5) business days following the Contract Date, copies of all title insurance policies, engineering plans and reports, site plans, architectural plans, drawings, test and inspection reports, surveys, studies, and other materials relating to the Real Property, and any Phase I and Phase II Environmental Assessments of the Real Property, in each case to the extent in Seller's possession or control.

4.2 Retention or Return of Information. If this Agreement is cancelled, all of the Due Diligence Materials received by Buyer will be returned to Seller; otherwise, Buyer may retain such Due Diligence Materials.

4.3 Right to Enter and Inspect the Real Property.

(a) During the period from the date of execution of this Agreement by Buyer and Seller until the earlier of the Closing or cancellation of this Agreement, Seller grants Buyer the non-exclusive right and license for Buyer and Buyer's representatives, agents, and contractors to enter upon the Real Property for the purposes of investigating and inspecting the Real Property and performing tests, studies and analyses with respect to the Real Property. However, Buyer may not enter the Real Property without giving Seller at least twenty-four (24) hours advance written notice of what tests, studies or analyses Buyer intends to have performed and when and where such tests, studies or analyses will be performed. Seller shall have the right to have a representative present for all such activities. Buyer agrees to indemnify, defend, and hold harmless Seller and Seller's Related Parties (as defined in Section 11.1(b)) for, from, and against any and all Claims (as defined in Section 11.1(a)) arising out of Buyer's exercise of the rights granted by this Section, including, without limitation, any Claims relating to mechanics' or materialmen's liens. If this Agreement is cancelled by either Buyer or Seller, Buyer agrees, at its expense, to promptly refill holes dug and otherwise to repair any damage to the Real Property as a result of its activities pursuant to this Section.

ARTICLE V
CONDITIONS TO CLOSING

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligations to close this transaction are subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Title Examination.

(i) Existing Title Commitment. As soon as reasonably possible following the Contract Date, Buyer shall cause to be prepared a commitment for title insurance (the "**Title Commitment**") on the Real Property issued by the Escrow Agent or by the Title Company as defined in Section 6.5 pursuant to which the Title Company agrees to issue to or for the benefit of Buyer an ALTA Owner's Policy of Title Insurance (the "**Title Policy**") at Closing with respect to the Real Property in the amount of the Purchase Price. Such Title Commitment, insuring Buyer's fee simple title to the Real Property, to be good, marketable and indefeasible subject only to the Approved Title Exceptions (as hereinafter defined). Buyer shall obtain a survey of the Real Property (the "**Survey**"). The expense of obtaining the Title Commitment and Survey shall be paid by Buyer, including, without limitation, any inspection fee imposed by the Title Company in order to issue the Title Policy without any exception for rights of parties in possession.

(ii) Title Review. Buyer shall have until the expiration of the Inspection Period (as defined in Section 5.1(b)) in which to review and to give Seller and Escrow Agent written notice of any title exception as disclosed by the Title Commitment and to any matters disclosed by the Survey which are unacceptable to Buyer, in Buyer's sole and absolute discretion (each such matter or exception, a "**Disapproved Matter**"). If, prior to Closing, Escrow Agent issues a supplemental or amended title commitment showing additional title exceptions (an "**Amended Title Commitment**"), Buyer shall have a period of time (a "**Supplemental Inspection Period**") equal to five business (5) days from the date of receipt of the Amended Title Commitment and a copy of each document referred to in the Amended Title Commitment in which to give notice of dissatisfaction as to any additional Disapproved Matters. If Buyer does not object to an exception to title as disclosed by the Title Commitment or an Amended Title Commitment within the applicable time period, such matter or exception shall be deemed to have been approved by Buyer.

(iii) If Buyer gives timely notice of any Disapproved Matter, then Buyer may, by giving notice to Seller and Escrow Agent within the Inspection Period or Supplemental Inspection Period, as applicable, either:

(A) Terminate this Agreement; or

(B) Accept title and/or survey, as applicable, subject to such Disapproved Matters; provided, however, that Seller shall take reasonable steps to assist Buyer and Escrow Agent, if requested by Buyer, in the removal or resolution of the Disapproved Matters prior to Closing.

(iv) Notwithstanding anything in this Agreement to the contrary, title to the Real Property shall be delivered to Buyer at the Closing free and clear of all monetary liens and encumbrances (other than the lien for current Real Property taxes not yet due and payable) on the Real Property and such monetary liens and encumbrances shall be released from the Real Property by Seller at Seller's sole expense on or before the Closing. All such liens and encumbrances are disapproved for the purposes of this Section, and Buyer need not give any further notice of disapproval as to those items.

(v) The matters shown in the Title Commitment and any Amended Title Commitment (other than standard printed exceptions and exclusions that will be included in the title policy) that are approved or deemed approved by Buyer in accordance with this Section 5.1(a) and any other matters approved by Buyer in writing, are referred to in this Agreement as the "**Approved Title Exceptions**."

(b) Buyer's Investigations. Buyer shall be satisfied with Buyer's investigations and inspections of the Real Property, and this transaction, including, without limitation, with Buyer's review of all Due Diligence Materials (other than the Title Commitment), and with the results of Buyer's physical inspection of the Real Property. In that regard, for a period ending at 5:00 o'clock p.m. (Eastern time) on (a) a date that is no later than twenty (20) days after the Contract Date (the "**Inspection Period**"), or (b), to the extent applicable, the date that is the end of the Supplemental Inspection Period, Buyer will have the absolute right to terminate this Agreement for any reason whatsoever or for no reason, in Buyer's sole and absolute discretion. However, until Buyer terminates this Agreement, Buyer will proceed in good faith with Buyer's preliminary investigatory steps with respect to this transaction as provided hereunder. Unless Buyer gives written notice to Seller of termination prior to the expiration of the Inspection Period, or the Supplemental Inspection Period, if applicable, then Buyer will be deemed to have elected not to cancel the Agreement under this provision. If Buyer terminates this Agreement prior to the expiration of the Inspection Period, or the Supplemental Inspection Period, if applicable, subject to any provisions of this Agreement which expressly survive the termination of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate.

(c) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent shall be prepared to close the transactions contemplated by this Agreement and Title Company shall be unconditionally prepared to issue the Title Policy in the form required by this Agreement.

(d) Truthfulness of Representations. Seller's representations and warranties set forth in this Agreement shall be true, complete and correct on and as of the Closing.

(e) Full Compliance. Seller shall have performed in all material respects all of the obligations to be performed by Seller pursuant to this Agreement on or before Closing. If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Buyer in writing, Buyer may, in addition to any right or remedy otherwise available to Buyer, including but not limited to the right of specific performance, by written notice to Seller given at any time prior to Closing, cancel this Agreement. Upon such cancellation, subject to any provisions of this Agreement which expressly survive the termination of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate.

5.2 Conditions to Seller's Obligation to Close. Seller's obligation to close this transaction is subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Escrow Agent Prepared to Close. Escrow Agent shall be prepared to close the transactions contemplated by this Agreement.

(b) Truthfulness of Representations. Buyer's representations and warranties set forth in this Agreement shall be true, complete and correct on and as of the Closing.

(c) Full Compliance. Buyer shall have performed in all material respects all of the obligations to be performed by Buyer under this Agreement on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Seller in writing, Seller may, in addition to any right or remedy otherwise available to Seller, by written notice to Buyer, cancel this Agreement.

ARTICLE VI
CLOSING

6.1 Time of Closing. The Closing of this transaction and escrow (referred to in this Agreement as the "**Closing**") shall occur no later than ten (10) days after the expiration of the Inspection Period (or the Supplemental Inspection Period, if applicable) in the offices of Escrow Agent, or at another location and date mutually agreeable to Seller and Buyer, except that if the date of Closing would otherwise occur prior to expiration of a Supplemental Inspection Period, the date of Closing shall automatically be extended to the day following expiration of the Supplemental Inspection Period.

6.2 Closing Statements. Prior to Closing, Escrow Agent will prepare a closing settlement statement for Seller and Buyer (the **"Closing Settlement Statement**") reflecting the various payments, charges, prorations and credits applicable to each party as provided in this Agreement, and shall provide Seller and Buyer with a copy of the Closing Settlement Statement prior to Closing. Seller and Buyer shall have the right to review and approve the Closing Settlement Statement to ensure that such Settlement Statement conforms to the terms of this Agreement.

6.3 Seller's Closing Documents. On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A general warranty deed (the "**Deed**") conveying title to the Real Property to Buyer in the form set forth as Exhibit 6.3(a) hereto;

(b) A certification to Buyer and Escrow Agent, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the related Treasury Regulations;

(c) An Owner's Affidavit in customary form and substance customary for owner's title insurance policies issued by the Title Company;

(d) Such other documents as may be necessary or appropriate to transfer and convey all of the Real Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

6.4 Buyer's Closing Documents. On or before the Closing, Buyer shall deposit into escrow the following documents for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) The balance of the Purchase Price, taking into account all prorations required under this Agreement;

(b) Such other documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.

6.5 Title Policy. Buyer shall procure the Title Policy insurance issued by such title insurance company as Buyer may select (the "**Title Company**") in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Real Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies and to the Approved Title Exceptions. The premium for the Title Policy shall be paid by Buyer at Closing.

6.6 Closing Costs and Prorations.

(a) Intentionally Deleted.

(b) Recording Fees. All recording fees, including without limitation the fee for recording the Deed, and any documentary transfer tax, stamp tax, real estate conveyance tax or similar tax or fee due and payable in connection with this transaction will be paid by Buyer.

(c) Removal of Liens. Seller will pay the costs and recording fees for removing all monetary liens and encumbrances (other than the lien for current Real Property taxes not yet due and payable) placed on the Real Property by Seller.

(d) Prorations.

(i) Real estate taxes and assessments, personal property taxes (if any), payments, utility charges, and Real Property owners' association assessments (if applicable) shall be prorated in escrow as of the Closing, based upon the latest available information. If, at the Closing, the actual real estate tax and assessment statements are not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax statements, Buyer and Seller shall re-prorate real estate taxes among themselves and make any necessary adjusting payments. Improvement liens and other special assessments shall be prorated as of the Closing. The day of Closing shall belong to Buyer.

(ii) All prorations and/or adjustments called for in this Agreement will be made on the basis of a 365-day year and actual days elapsed unless otherwise specifically agreed in writing by Seller and Buyer.

(iii) In the event that final bills are not available or cannot be issued prior to Closing for any item being prorated under this Section, including taxes, then Buyer and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within three (3) days of written notice.

(e) Miscellaneous Closing Costs. Any other closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice in the Northeast Tennessee region.

(f) Method of Payment. All closing costs and commissions payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer shall deposit with Escrow Agent collected funds in an amount sufficient to pay all closing costs payable by Buyer.

(g) Broker Fees. At Closing, any commissions due to any brokers pursuant to separate agreements shall be set forth on the Closing Settlement Statement.

6.7 Payments and Disbursements to Be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Closing Settlement Statement as appropriate. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as set forth in the Closing Settlement Statement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations. Seller, warrants and represents to Buyer as follows:

(a) Nature of Seller's Representations. Each of the representations and warranties of Seller contained in this Section 7.1 constitutes a material part of the consideration to Buyer and Buyer is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Seller, will be true and accurate as of the Closing and will survive the Closing, subject to the provisions of Section 11.8(c).

(b) Representations and Warranties as to Seller and the Transaction. Seller represents and warrants to Buyer as follows:

(i) Status. Seller has full power and authority to enter into and to perform his obligations under this Agreement. The person executing this Agreement as Seller has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

(iii) Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance by Seller of his obligations under this Agreement will result in any breach or violation of (A) to Seller's actual knowledge, the terms of any law, rule, ordinance, or regulation; or (B) any decree, judgment or order to which Seller is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of their assets may be bound.

(iv) Federal Compliance. Seller is not a person: (A) that is listed in the Annex to, or is otherwise subject to provisions of, Executive Order 13224 issued on September 24, 2001 ("E013224"); (B) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") the most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums, including, but not limited to the OFAC website, http:www.treas.gov/ofac/t11sdn.pdf);

(C) who commits, threatens to commit or supports "terrorism" as that term is defined in E013224; or (D) who is otherwise affiliated with any entity or person listed above.

(c) Representations and Warranties Relating to the Real Property. Seller represents and warrants to Buyer that, except as disclosed in the Due Diligence Materials:

(i) Litigation. Seller is not a party to any pending action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer arising from or relating to this transaction, the Real Property or to the past or present operations and activities of Seller upon or relating to the Real Property. No litigation, administrative or other proceeding (including any condemnation proceeding), or order or judgment is pending or outstanding, or to Seller's actual knowledge, threatened against or relating to any portion of the Real Property or which could affect the performance by Seller of any of its obligations under this Agreement. Seller has no actual knowledge of any facts or circumstances which could give rise to such action.

(ii) Compliance. Seller has no actual knowledge and has received no notice that the Real Property is not in compliance with applicable laws governing the use and operation thereof, nor, to Seller's actual knowledge, does there exist any facts or circumstances on the Real Property which with notice or the passage of time would constitute such a violation.

(iii) Adverse Title Claims. Seller has no actual knowledge of any title defect, lien, encumbrance, adverse claim, or other matter relating to the title to the Real Property or to the title insurance coverage for the Real Property that has not been disclosed in writing to the title company or which is not shown by the public records. Additionally, Seller is not aware of, and has received no notice concerning, (A) any boundary line dispute with regard to the Real Property; (B) that all or any portion of the Real Property is located in a flood plain, except as may be shown on a survey; or (C) that all or any portion of the Real Property is located in an area defined as a wetland under applicable state or federal law.

(iv) Unrecorded Documents. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal to which Seller is a party affecting or relating to the Real Property.

(v) Taxes. Seller does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against Buyer or that are or may become a lien against the Real Property, other than the lien for current Real Property taxes and assessments not yet due and payable.

(vi) Mechanics' Liens. No work has been performed on or about the Real Property within six (6) months prior to the date of execution of this Agreement by both parties that could give rise to any mechanics' or materialmen's liens.

(vii) Environmental Matters. Seller is not aware of any adverse environmental condition affecting the Real Property, or any violations of any environmental law, ordinance, rule, or regulation existing on the Real Property. Buyer neither assumes liability for any such environmental conditions or violations nor releases Seller from any such responsibility and Seller agrees to indemnify and hold Buyer harmless against any claim, cost, expense, liability, fee or other damage arising out of or alleged to arise out of any environmental condition or violation existing on the Real Property on or prior to Closing of which the Seller was aware and failed to disclose.

7.2 Buyer's Representations.

(a) Nature of Buyer's Representations. Each of the representations and warranties of Buyer contained in this Section 7.2 constitutes a material part of the consideration to Seller and Seller is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Buyer, will be true and accurate as of the Closing, and will survive the Closing subject to the provisions of Section 11.8(c).

(b) Representations and Warranties as to Buyer and the Transaction. Buyer represents and warrants to Seller as follows:

(i) Organizational Status. Buyer is duly organized, validly existing and in good standing under the laws of the State of Tennessee, is qualified to do business in the State of Tennessee, and has full power and authority to enter into and to perform its obligations under this Agreement. The person executing this Agreement on behalf of Buyer has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) Entity Action. All entity actions on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken.

(iii) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, shall or will constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a court of law or equity).

(iv) Violations; Consents; Defaults. Neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of (A) to Buyer's actual knowledge, the terms of any law, rule, ordinance, or regulation or of (B) any decree, judgment or order to which Buyer or any constituent member of Buyer is a party now in effect from any court or governmental body. The execution and delivery of this Agreement and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Buyer's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Buyer is a party or by which Buyer or any of its assets may be bound.

ARTICLE VIII
ADDITIONAL COVENANTS

8.1 Possession and Condition. Possession of the Real Property shall be delivered to Buyer upon the Closing. Seller shall convey the Real Property to Buyer on the Closing Date in the same physical condition as the Real Property is in on the Contract Date, ordinary wear and tear excepted.

8.2 Condemnation. If, prior to Closing, more than 10% of the total square footage of the Real Property is taken by or under threat of condemnation or eminent domain (including by deed in lieu of condemnation) or Buyer receives notice from any governmental agency or other person with the power of eminent domain threatening the taking of more than 10% of the total square footage of the Real Property (any such event being referred to as a "**Condemnation Event**"), Buyer may, at its election, cancel this Agreement by giving written notice of cancellation to Seller and Escrow Agent within five (5) days of occurrence of the Condemnation Event. If Buyer so elects to cancel this Agreement, the Agreement shall be cancelled. If, prior to Closing, there is a Condemnation Event with respect to 10% or less of the total square footage of the Real Property or if Buyer elects to close the escrow notwithstanding the taking of more than 10% of the total square footage of the Real Property, Buyer shall receive all awards or payments made to which Seller is entitled for such taking, and Buyer shall proceed to close the escrow and pay the total Purchase Price.

8.3 Risk of Loss. Except as provided in this Section and except as otherwise provided in Section 4.3, the risk of loss or damage to the Real Property and all liability to third persons until the Closing shall be borne by Seller. In case of loss or damage to the Real Property prior to the Closing, Seller shall have the option to fully restore the Real Property, and if Seller elects to restore, the Closing shall be extended for a reasonable period of time following the loss or damage in order to permit Seller to fully restore the Real Property. If, however, Seller does not restore the Real Property prior to the Closing, as extended, then Buyer, at Buyer's option and as Buyer's sole and exclusive remedy, may either:

(a) Cancel this Agreement by giving written notice to Seller and Escrow Agent; or

(b) Proceed with the Closing, and, at Buyer's option, either receive a mutually agreed abatement of the Purchase Price or be entitled to Seller's rights to insurance. If the parties cannot agree to an acceptable abatement to the Purchase Price, then Buyer may, at its option, either (i) cancel this Agreement by giving written notice to Seller and Escrow Agent; or (ii) pay the full Purchase Price for the Real Property, less the deductible payable with respect to the loss and, at the Closing, all of the insurance proceeds payable to Seller with respect to the loss and all rights with respect to the loss under the insurance policy covering the loss will be assigned by Seller to Buyer and any moneys received by Seller at any time in connection with the loss will be paid to Buyer.

8.4 Interim Operation. From the date of this Agreement to the Closing Date, Seller agrees:

(i) Not to enter into any new leases except as may be approved in writing by the Buyer.

(ii) Not to grant any easements or encumber the Real Property in any way except as may be approved in writing by the Buyer.

(iii) To maintain in full force public liability insurance with respect to damage or injury to persons or property occurring on or relating to the Real Property in at least such amounts as are maintained by Seller on the date of this Agreement.

(iv) During the pendency of this Agreement, Seller, its agents, employees, directors, partners shall not negotiate with or discuss the sale or other disposition of the Real Property with any person or entity other than the Buyer, and shall not take any steps to initiate, consummate, encourage or document the sale or other disposition of the Real Property, or any portion thereof, to any person or entity other than the Buyer.

8.5 Endorsement of Deed. Sellers shall arrange for endorsement of the Deed by all beneficiaries of the Estate of Thomas M. Cross, Jr. confirming the beneficiaries consent to sell the Real Property.

ARTICLE IX
BROKERAGE

9.1 Brokerage. Seller and Buyer both warrant that they have not dealt with any broker in connection with this transaction. If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend, and hold harmless the other party and such party's Related Parties for, from and against any and all Claims in connection with such claim or any action or proceeding brought on such claim.

ARTICLE X
DEFAULTS AND REMEDIES

10.1 Defaults by Buyer.

(a) Buyer's Default. The occurrence of any of the following will constitute a default by Buyer under this Agreement:

(i) If, by the date of Closing, Buyer has failed to pay the balance of the Purchase Price into escrow, to deposit into escrow the documents and other items to be deposited by Buyer in escrow by the time set for Closing, or to perform any other obligation of Buyer to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Buyer Closing Obligations**");

(ii) If Buyer makes an unauthorized assignment of this Agreement; or

(iii) If Buyer fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Buyer, but such failure, if of a type that can be cured or corrected by Buyer, will not be a default unless such failure continues for five (5) days after written notice of breach is given by Seller to Buyer except that if such failure is of such a character as to require more than five (5) days to correct, Buyer will not be in default if Buyer commences actions to correct such failure within the 5-day period and thereafter, using reasonable diligence, cures such failure. In no event, however, will the cure period be extended beyond the time set for Closing.

(b) Seller's Remedies.

(i) If Buyer is in default with respect to the Buyer Closing Obligations or any other obligations of Buyer under this Agreement beyond applicable notice and cure periods, Seller's sole and exclusive remedy with respect to such default shall be to cancel this Agreement and the escrow, such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer and Escrow Agent.

(ii) Seller irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in this Section 10.1(b).

10.2 Default by Seller.

(a) Seller's Default. The occurrence of any of the following will constitute a default by Seller under this Agreement:

(i) If, by the time set for the Closing, Seller has failed to deposit into escrow the documents and other items to be deposited by Seller in escrow pursuant to Sections 5.1(f) and 6.3 by the time set for Closing, or fails to perform any other obligation of Seller to be performed by the time set for Closing, or if any of Seller's representations and/or warranties are not true and accurate in all material respects as of the Closing (all such obligations being referred to collectively as the "**Seller Closing Obligations**"); or

(ii) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Seller, but such failure, if of a type that can be cured or corrected by Seller, will not be a default unless such failure continues for five (5) days after written notice of breach is given by Buyer to Seller except that if such failure is of such a character as to require more than five (5) days to correct, Seller will not be in default if Seller commences actions to correct such failure within the 5-day period and thereafter, using reasonable diligence, cures such failure. In such event, the time for Closing will automatically be extended to permit such cure within the time period above provided.

(b) Buyer's Remedies.

(i) If Seller is in default with respect to the Seller Closing Obligations, Buyer may, by written notice to Seller and Escrow Agent, given within thirty (30) days following the date that Buyer receives notice that the default by Seller has occurred, elect to exercise either the Termination Right or the Specific Enforcement Right as described below, but not both, unless prior to such notice being given, Seller otherwise cures the default, in which case Buyer and Seller shall proceed to close the transaction within five (5) days following such cure.

(A) Buyer may terminate this Agreement (the "**Termination Right**"), effective as of the date Buyer gives the notice to Seller and Escrow Agent electing to exercise the Termination Right.

(B) Buyer may elect to pursue specific performance of this Agreement (the "**Specific Performance Right**"). If Buyer fails to elect the Specific Performance Remedy within the fifteen (15) day period described above, Buyer shall have no further right to demand specific performance and shall be conclusively presumed to have exercised the Termination Right.

ARTICLE XI
GENERAL PROVISIONS

11.1 Certain Definitions. As used in this Agreement, certain capitalized terms are defined as follows:

(a) "**Claims**" means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys' fees and litigation and court costs.

(b) "**Related Parties**" means, with respect to any person or entity, the officers, directors, shareholders, partners, members, employees, agents, attorneys, successors, personal representatives, heirs, executors, or assigns of any such person or entity.

11.2 Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller; provided, however, that Buyer may assign this Agreement without the prior written consent of Seller to an affiliate of Buyer.

11.3 Binding Effect. Except as limited by the provisions of Section 11.2, the provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

11.4 Attorneys' Fees. If either party to this Agreement initiates or defends any legal action or proceeding with the other party in any way connected with this Agreement, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees. If either party to this Agreement initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Agreement by the other party to this Agreement, then the party so litigating shall be entitled to recover its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees, incurred in connection with such litigation from the other party to this Agreement. All such costs and attorney's fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. Attorneys' fees under this Section include attorneys' fees on any appeal and in any bankruptcy or similar or related proceeding in federal or state courts. Any dispute as to the amounts payable pursuant to this Section shall be resolved by the court and not by a jury.

11.5 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; ***provided, however***, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

11.6 Notices. All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by overnight courier, with request for next business day delivery, on the next business day after sending; or (c) if emailed to the applicable party at the email address set forth below, upon confirmed delivery; and (d) whether actually received or not, three (3) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

TO SELLER:

M. David Cross & Robin C. Siekerman
Co-Executors of the Estate of Thomas M. Cross, Jr.
1416 New Cross Road
Knoxville, Tennessee 37922
Telephone: (404) 683-1512
Email: siekermanr@gmail.com

TO BUYER:

Tri-Cities Airport Authority
2525 Highway 75, Suite 301
Blountville, Tennessee 37617
Attention: David E. Cossey
Telephone: (423) 325-6001
Email: GCossey@triflight.com

TO ESCROW AGENT:

Hunter Smith & Davis, LLP
1212 N. Eastman Rd, P.O. Box 3740
Kingsport, Tennessee 37664
Attention: Scott T. Powers
Email: spowers@hsdlaw.com

So long as written notice is delivered in any manner permissible for notices under Section 11.6, to every other party set forth in Section 11.6, any party may change its contact information for notices purposes under Section 11.6, by giving written notice of such change one (1) business day prior to the effective date of such change. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any of the foregoing notices, if completed after 5:00 p.m., local time for the recipient on such day, will be deemed to have been given and received and become effective on the next succeeding day.

11.7 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

11.8 Survival. The following obligations of the parties will survive the Closing or cancellation of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement:

(a) Post-Closing Covenants. Any and all obligations of the parties that are to be performed following the Closing;

(b) Indemnification Obligations. All indemnity obligations of the parties;

(c) Warranties. Any and all warranties or representations of the parties; ***provided, however***, that any claim for a breach of any of the representations and warranties contained in Section 7.1 must be brought in a court of competent jurisdiction within two (2) years following the Closing; and

(d) Other Obligations. Any other obligation with respect to which it is expressly provided that it will survive the Closing or cancellation of this Agreement.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Both parties agree that if the signature(s) of either Seller or Buyer on this Agreement is not an original but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, email, PDF, Adobe image, jpeg, telegram, telex or telecopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional in-on-paper original wet signature penned manually by its signatory.

11.10 Construction. Unless the context of this Agreement clearly requires otherwise or unless otherwise expressly stated in this Agreement, this Agreement shall be construed in accordance with the following:

(a) Use of Certain Words. References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms "include" and "including" are not limiting; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) References. References in this Agreement to "Articles," "Sections," or Exhibits are to the Articles and Sections of this Agreement and the Exhibits to this Agreement. Any reference to this Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

(c) Construing the Agreement. Each of the parties to this Agreement acknowledges that such party has had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

(d) Partial Invalidity. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

(e) Governing Law. This Agreement shall be construed according to the laws of the state of Tennessee, without giving effect to its conflict of laws principles.

(f) Time of Essence; Time Periods. Time is of the essence of this Agreement. Unless otherwise expressly specified herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 o'clock p.m. (Eastern time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, or any other day that Escrow Agent is closed for business, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday or day on which Escrow Agent is closed for business.

(g) Entire Agreement. This Agreement, which includes the Exhibits listed below, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

EXHIBIT A	LEGAL DESCRIPTION
EXHIBIT 6.3(a)	FORM OF DEED

11.11 OFAC Compliance. Buyer represents that it has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Real Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001), and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

11.12 Confidentiality. Each party hereby agrees that it will not issue any press releases regarding the Real Property or the transaction contemplated herein without the prior consultation and express written approval of the other party. Notwithstanding anything herein to the contrary, the provisions of this Section 11.12 shall not survive the Closing.

11.13 Commission Approval. The transaction contemplated in this Agreement shall be subject to and contingent upon the approval of Buyer's Board of Commissioners (the "Board of Commissioners"). Buyer agrees to use its best efforts to obtain an expeditious decision from its Board of Commissioners. and to notify Seller in writing promptly after the decision of the Board of Commissioners.

(Signatures on the following page. Remainder of page intentionally left blank.)

EXECUTED as of the date written on the first page of this Agreement.

<u>SELLER</u>:

____
M. David Cross**,** Co-Executor
of the Estate of Thomas M. Cross, Jr.

____
Robin C. Siekerman, Co-Executor
of the Estate of Thomas M. Cross, Jr.

<u>BUYER</u>:

TRI-CITIES AIRPORT AUTHORITY, a regional airport authority organized and chartered pursuant to Tennessee Code Annotated §§ 42-3-104(a)(3) and 4-3-105(a)

By: ______________________________________
David E. Cossey, Executive Director

EXHIBIT A

TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION OF THE REAL PROPERTY

SITUATE in the 18th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEING all of Tract 1 as shown on plat of record in Plat Book 60, Page 59, in the Register's Office for Sullivan County, Tennessee, titled "Division of M. David Cross, Beth Ann Cross, & Robin C. Siekerman Property 18th Civil District, 2185 Muddy Creek Road, Sullivan County, Tennessee" dated June 5, 2025, by James M. Chambliss, TN RLS #3034.

BEING a portion of the property conveyed to M. David Cross and Robin C. Siekerman, as Co-Executors of the Estate of Thomas M. Cross, Jr., by deed from M. David Cross and Robert A. Cross, as Co-Administrators of the Estate of Thomas M. Cross, Sr. and of the Estate of Eleanor C. Cross, and also as successor Co-Trustees of the Thomas M. Cross, Sr. Family Trust and of the Eleanor C. Cross Family Trust, dated February 19, 2025, of record in Book 3639, Page 1961 in the Register's Office for Sullivan County, Tennessee.

Tax Map No. 094, Portion of Parcel 063.00

EXHIBIT 6.3(a)

TO PURCHASE AND SALE AGREEMENT

This Instrument Was Prepared By:
HUNTER, SMITH & DAVIS
Attorneys at Law, P.O. Box 3740, Kingsport, Tennessee 37664

WARRANTY DEED

THIS DEED, is made and entered into as of the ___ day _____________, 2025, by and between **M. DAVID CROSS** and **ROBIN C. SIEKERMAN,** Co-Executors of the **ESTATE OF THOMAS M. CROSS, JR.**, Party of the First Part, and **TRI-CITIES AIRPORT AUTHORITY**, a regional airport authority organized and chartered pursuant to Tennessee Code Annotated §§ 42-3-104(a)(3) and 4-3-105(a) Party of the Second Part.

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar ($l.00), cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, the Party of the First Part has bargained and sold and does hereby grant and convey unto the Party of the Second Part, its successors and assigns, all of the interest of the Party of the First Part, with covenants of general warranty of title, and being all of the interest in the following described property, together with all rights, interests, hereditaments and appurtenances appertaining thereto, following real property:

SITUATE in the 18th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEING all of Tract 1 as shown on plat of record in Plat Book 60, Page 59, in the Register's Office for Sullivan County, Tennessee, titled "Division of M. David Cross, Beth Ann Cross, & Robin C. Siekerman Property 18th Civil District, 2185 Muddy Creek Road, Sullivan County, Tennessee" dated June 5, 2025, by James M. Chambliss, TN RLS #3034.

BEING a portion of the property conveyed to M. David Cross and Robin C. Siekerman, as Co-Executors of the Estate of Thomas M. Cross, Jr., by deed from M. David Cross and Robert A. Cross, as Co-Administrators of the Estate of Thomas M. Cross, Sr. and of the Estate of Eleanor C. Cross, and also as successor Co-Trustees of the Thomas M. Cross, Sr. Family Trust and of the Eleanor C. Cross Family Trust, dated February 19, 2025, of record in Book 3639, Page 1961 in the Register's Office for Sullivan County, Tennessee.

Tax Map No. 094, Portion of Parcel 063.00

TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns, forever.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

The Party of the First Part, for himself, his successors and assigns, covenants that he is lawfully seized and possessed of the property hereby conveyed; that he has a good and lawful right to convey the same; that said property is free and clear of any lien or encumbrance, except as herein stated; that he will execute such further assurances of title as may be reasonably required, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Party of the First Part hereunto signs his name on the day and year first above written.

____
M. David Cross, Co-Executor
of the Estate of Thomas M. Cross, Jr.

____
Robin C. Siekerman, Co-Executor
of the Estate of Thomas M. Cross, Jr.

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **M. David Cross**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be Co-Executor of the Estate of Thomas M. Cross, Jr., the within named bargainor, and that he executed the foregoing instrument as Co-Executor for the purposes therein contained.

WITNESS my hand and official seal this _____ day of __________________, 2025.

____
Notary Public

My commission expires:
____

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Robin C. Siekerman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be Co-Executor of the Estate of Thomas M. Cross, Jr., the within named bargainor, and that she executed the foregoing instrument as Co-Executor for the purposes therein contained.

WITNESS my hand and official seal this _____ day of __________________, 2025.

____
Notary Public

My commission expires:
____

(Signature on following page. Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, M. David Cross, Beth Ann Cross, and Robin C. Siekerman, being all the heirs of Thomas M. Cross, Jr., join in the execution of this deed to affirm their respective consent to the conveyance of the property set forth herein and for the express purpose of releasing any interest they may have in the above-described property, if any, by virtue of their respective status as beneficiaries of the Estate Of Thomas M. Cross, Jr.

____
M. David Cross

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **M. David Cross**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of __________________, 2025.

____
Notary Public

My commission expires:
____

____
Robin C. Siekerman

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Robin C. Siekerman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), the within named bargainor, and that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of __________________, 2025.

____
Notary Public

My commission expires:
____

(Signature on following page. Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, M. David Cross, Beth Ann Cross, and Robin C. Siekerman, being all the heirs of Thomas M. Cross, Jr., join in the execution of this deed to affirm their respective consent to the conveyance of the property set forth herein and for the express purpose of releasing any interest they may have in the above described property, if any, by virtue of their respective status as beneficiaries of the Estate of Thomas M. Cross, Jr.

____
Beth Ann Cross

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Beth Ann Cross**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) the within named bargainor, and that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of __________________, 2025.

____
Notary Public

My commission expires:
____

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

The undersigned affiant being first duly sworn, makes oath that the actual consideration for the foregoing transfer, or the value of the property hereinbefore described, whichever is greater, is $634,800.00.

____
AFFIANT

SWORN TO AND SUBSCRIBED before me, this the ____ day of ________________,2025.

____
Notary Public

My commission expires:
____

NAME & ADDRESS OF PROPERTY OWNER:

Tri-Cities Airport Authority
2525 Highway 75, Suite 301
Blountville, Tennessee 37617

ENTITY RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES:

Same as above.

LOCAL PUBLIC AGENCY
REAL PROPERTY EMINENT DOMAIN
APPRAISAL REVIEW REPORT
(RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice,* as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, adequacy, relevance, appropriateness, and reasonableness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for:

Tri-Cities Airport Authority

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

Section (A) Identification & Base Data:

(1) Project Number: **ALP Rwy 23 RPZ** **(2)** County: **Sullivan** **(3)** Tract No: **Cross**
Federal Grant Number: **Not Provided** Local ID: **NA**

(4) Owner(s) of Record: **M. David Cross and Robin C. Siekerman, Co-Executors of the Estate of Thomas M. Cross, Jr.**
1416 Newcross Road, Knoxville, TN 37922
David Cross phone 865.679.0400

(5) Address/Location of Property Appraised:
The subject property is located at the SW corner of the intersection between Muddy Creek Road and Hamilton Road and adjacent to the NE end of the Tri-Cities Airport property. The tract is located in an unincorporated section of Sullivan County and is identified as a portion of tax parcel 94-63.00.

(6) Effective Date of the Appraisal: **6/16/25**

(7) Date Appraisal Was Prepared: **8/13/25**

(8) Type of Appraisal:
- ☐ Formal
- ☒ Formal Part-Affected

(9) Type of Acquisition:
- ☐ Total
- ☒ Partial

(10) Type of Report Prepared:
- ☒ Appraisal Report
- ☐ Report

(11) Appraisal & Review Were Based On:
- ☒ Provided Survey Dated: May 2025
- ☐ Plan Revision Dated:

(12) Author(s) of Appraisal Report: **James A. Pryor, CG #1324**

(13) Date of Appraisal Review: **08/14/25**

(14) Appraisal Review Conducted By: **J. Lee Butler, CG-#1900**

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(15) Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. Confirm 100% or state the specifics.

100% ownership in fee simple. Ownership information obtained using the provided legal description and confirmed via the most recent warranty deed for the property as recorded in WB 3639 page 1961 in the Sullivan County Register of Deeds Office.

(16) Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) Development of an independent estimate of value is not a part of this review assignment.

I have reviewed the entire appraisal report which is the subject of this review. The report includes 26 pages plus additional sale pages and is dated August 13, 2025. I have performed an exterior inspection of the subject property and have visually inspected and using public records have confirmed all of the comparable sales data relied on in the report. This review is of a Formal Part Affected appraisal report which includes only valuing the affected subject improvements. In this case, the affected improvements include all improvements located on the 14.04 acre portion of the larger property owned by the Cross's. I have developed opinions about the appropriateness of the appraisal methodology and analysis applied within the appraisal report. I have also developed opinions about the completeness, accuracy, adequacy, relevance and reasonableness of the appraisal report and whether the opinions and conclusions presented in the appraisal report are credible. I did not develop my own opinion of value for the subject property.

Section (B): Property Attributes:

(1) Total Tract Size as Taken From the Tax Records: **14.04** Acre(s)

(2) Does the Appraisal Identify One Or More "Larger Parcels" That Differ In Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

Yes. The entire subject property contains between 33 and 41 acres depending on the source of the information and includes land located on either side of Hamilton Road at its intersection with Muddy Creek Road. Only the 14.04 acre portion of the property located at the SW corner of this intersection is considered the subject larger parcel. This is the only portion of the subject valued within the appraisal report. The Tri-Cities Airport is acquiring this entire 14.04 acre portion of the Cross property. No other portions of the larger Cross property are included within the appraisal report.

(3) List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.

1- **Barn**	2- **Milk barn**
3- **Equipment shed**	4- **Corral/Shed**
5- **Shed**	6- **Shed**
7- **Fencing**	8- **Driveway**
9- **Spring house**	10- **Concrete slab**
11-	12-
13-	14-
15-	16-

Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land:	**$491,400**
Improvements:	**$143,400**
Total:	**$634,800**

Section (D) Acquisitions:

(1) Proposed Land Acquisition Areas (As taken from the appraisal report):

[a]	Fee Simple:	**14.04**	Acre(s)
[b]	Permanent Drainage Easement:	**NA**	
[c]	Slope Easement:	**NA**	
[d]	Air Rights:	**NA**	
[e]	Temporary Construction Easement:	**NA**	
[f]			

(2) Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1- **Barn**	2- **Milk barn**
3- **Equipment shed**	4- **Corral/Shed**
5- **Shed**	6- **Shed**
7- **Fencing**	8- **Driveway**
9- **Spring house**	10- **Concrete pad**
11-	12-
13-	14-
15-	16-

Section (E) Damages/Special Benefits:

As the Tri-Cities Airport is acquiring the entire 14.04 acre larger parcel site, there is no remainder and thus no incidental damages or special benefits to consider.

Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☐ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land:	**$0**
Improvements:	**$0**
Total:	**$0**

Comments:
This is a total acquisition so there is no after value estimate.

Section (G) Review Comments

"Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 - 7 & "YES" Response To Question 8)

(1) Are the conclusions of highest and best use (before & after) reasonable and adequately supported?
Yes. The entire larger parcel site is zoned PMD-2 which is Sullivan County's Planned General Manufacturing District. The appraisal indicates and discusses a highest and best use for the subject property for industrial development as vacant and as improved for a continued agricultural interim use until a conversion to an industrial use is opted for. Both conclusions are reasonable and adequately supported. As this is a total acquisition, there is no after value highest and best use indication.

(2) Are the valuation methodologies (before & after) appropriate?
Yes. Only the sales comparison and cost approaches are processed into an indication of value. The income approach is not applicable and was not included. The sales comparison approach uses four acreage land sales from the surrounding area. The cost approach includes the valuation of the various site improvements located on the larger parcel tract with the value of these improvements added to the land value indication from the sales comparison approach. It is common appraisal practice not to include the income approach when appraising this type property in the subject market.

(3) Are the data employed relevant & adequate to the (before & after) appraisal problems?
Yes. The appraisal includes four land sales. Two land sales are from 2022, one is from 2023 and the other is from 2025. Ideally, more recent land sales would have been used if available. All land sales are adjusted for time. The cost estimates used are taken from the Marshall Valuation Cost Service. Overall, the information included is adequate.

(4) Are the valuation techniques (before & after) appropriate and properly applied?
Yes. A 6% annual market conditions adjustment is discussed and supported on page 2 of the appraisal report. This adjustment is applied to all but the most recent land sale due to this sale's recency. No adjustments are included in the sales grid although some could have potentially been included. The market conditions adjustment seems appropriate and properly applied.

(5) Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?
Yes. The appraisal includes ample analyses and discussion to support the appraiser's opinions and conclusions. Additional discussion could always be included in appraisal reports but the report does a good job of providing a reasonable amount of discussion while following the intended summary nature of the report.

(6) Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

Yes. The appraisal report includes the provided site survey and additional maps and exhibits to accurately display the subject and proposed acquisition.

(7) Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?
Yes.

(8) Do the general and special "Contingent and Limiting Conditions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?
No.

Appraisal Report Conclusions -- Amounts Due Owner

(a)	Fee Simple:	**$491,400**
(b)	Permanent Drainage Easement:	**$0**
(c)	Slope Easement:	**$0**
(d)	Air Rights:	**$0**
(e)	Temporary Construction Easement:	**$0**
(f)	Cost to Cure Items:	**$0**
(g)	Improvements:	**$143,400**
(h)	Compensable Damages:	**$0**
(i)	Special Benefits:	**$0**
(j)	Total Amount Due Owner By Appraisal:	**$634,800**
	Rounded to:	

[X] I **DO** Recommend Approval Of This Report

[ ] I **DO NOT** Recommend Approval Of This Report

Comments:

Overall, the appraisal report is a well written document with a supported value opinion and supported amount due owner indication. A few minor typos and misprints were noticed but these items do not materially affect the valuation indications located within the appraisal report. The appraisal includes sufficient documentation throughout to support the value conclusions and provides adequate maps, photos and exhibits to portray the subject property as of the date of valuation and the proposed acquisition for the Tri-Cities Airport Authority. The report includes a good balance of information and discussion considering the summary nature of the assignment. The entire 14.04 acre subject larger parcel is acquired in fee to include all land and improvements. As there is no remainder, no incidental damages are present. No special benefits are noted either. Ultimately, the appraisal report is deemed acceptable which leads to my recommended approval. The total amount due owner as shown in the appraisal report is $634,800 as shown above. This amount is unchanged in this appraisal report review.

J. Lee Butler

Appraisal Review Consultant(s)

CG #1900

State License/Certification No(s):

[X] Consultant [ ] Staff

Date: **August 14, 2025**

Additional Comments:

The appraisal inspection was arranged through Maribeth McLaughlin with Hanson Professional Services, Inc. Both Maribeth and the owner representative, David Cross, were present during the onsite inspection on 3-31-25. In addition to the 3-31-25 inspection, the appraiser again drove by the tract on 6-16-25 and performed a secondary inspection from the road with no owner representation present. 6-16-25 is used as the effective date for the appraisal report.

Section (H) Certification

I certify to the best of my knowledge and belief:

the facts and data reported by the review appraiser and used in the review process are true and correct.

the reported analyses, opinions, and conclusions in this review report are limited only by the reported assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not content upon developing or reporting predetermined results.

my compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

the reported analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I did personally inspect the exterior of the subject property of the report under review.

no one provided significant professional assistance to the person signing this review report.

the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

as of the date of this report, I have completed the continuing education program for Associate Members of the Appraisal Institute.

J. Lee Butler

Appraisal Review Consultant(s)

[X] Consultant [ ] Staff

Date: **August 14, 2025**

Section (I) Contingent & Limiting Conditions

This appraisal review report has been made with the following general limiting conditions and assumptions:

(1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.

(2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.

(3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.

(4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.

(5) Unless stated herein to the contrary, all specific and general contingent and limiting conditions outlined in the appraisal report submitted for review are adopted herein.

Tri-Cities Airport Authority (ACIP)
Projected Estimated Cost Summary
September 30, 2025

FAA AIP FY 2026 Entitlement Grant					FAA	Future
Rwy 23 RPZ Partial Property Acquisition - Fee Simple					Entitlement 95%	PFC 5%
Exhibit A - Parcel 8 - Cross Property (Sullivan County Parcel 094 063.00)						
Administration (Advertisements/project management)	$	10,000				
Miscellaneous (Estimated legal services)	$	25,000				
Consultant Services	$	109,109				
Survey, Appraisals, Legal Coord, Acquisition/Relocation Services						
Condensed EA	$	35,144				
Update Exhibit A	$	1,776				
Project Formulation	$	28,343				
Land Improvements (Appraisal Value 8-15-2025)	$	143,400				
Land Value (Appraisal Value 8-15-2025)	$	491,400				
Relocation (Farm Structure Ops Relocation Costs)	$	11,250				
Sub-Total Estimated Cost	$	855,422	$	855,422	$ 812,651	$ 42,771

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Concourse Passenger Seating and Restroom Expansion Project
Award Kimley-Horn Preliminary Engineering Report (PER) Services Agreement

Summary:

The airport's master plan identified a need to expand the concourse area for additional passenger seating and restroom facilities to meet future passenger demand. Kimley-Horn prepared a preliminary engineering report (PER) services agreement in the amount of $39,930 to include preliminary concourse floor plan layouts, two expansion options, opinion of probable cost budget estimates and staff meetings. The proposed project will be funded using State FY 2026 TEF Professional Services grant funds.

Estimated Project PER Services Cost Summary Plan			
Engineering PER Services		$	39,930
Total Estimated Project		$	39,930

Proposed PER Project – FY 2026 State TEF Funding Plan			
State TEF Funds	95%	$	37,934
Airport Funds	5%	$	1,996
Total Estimated Project		$	39,930

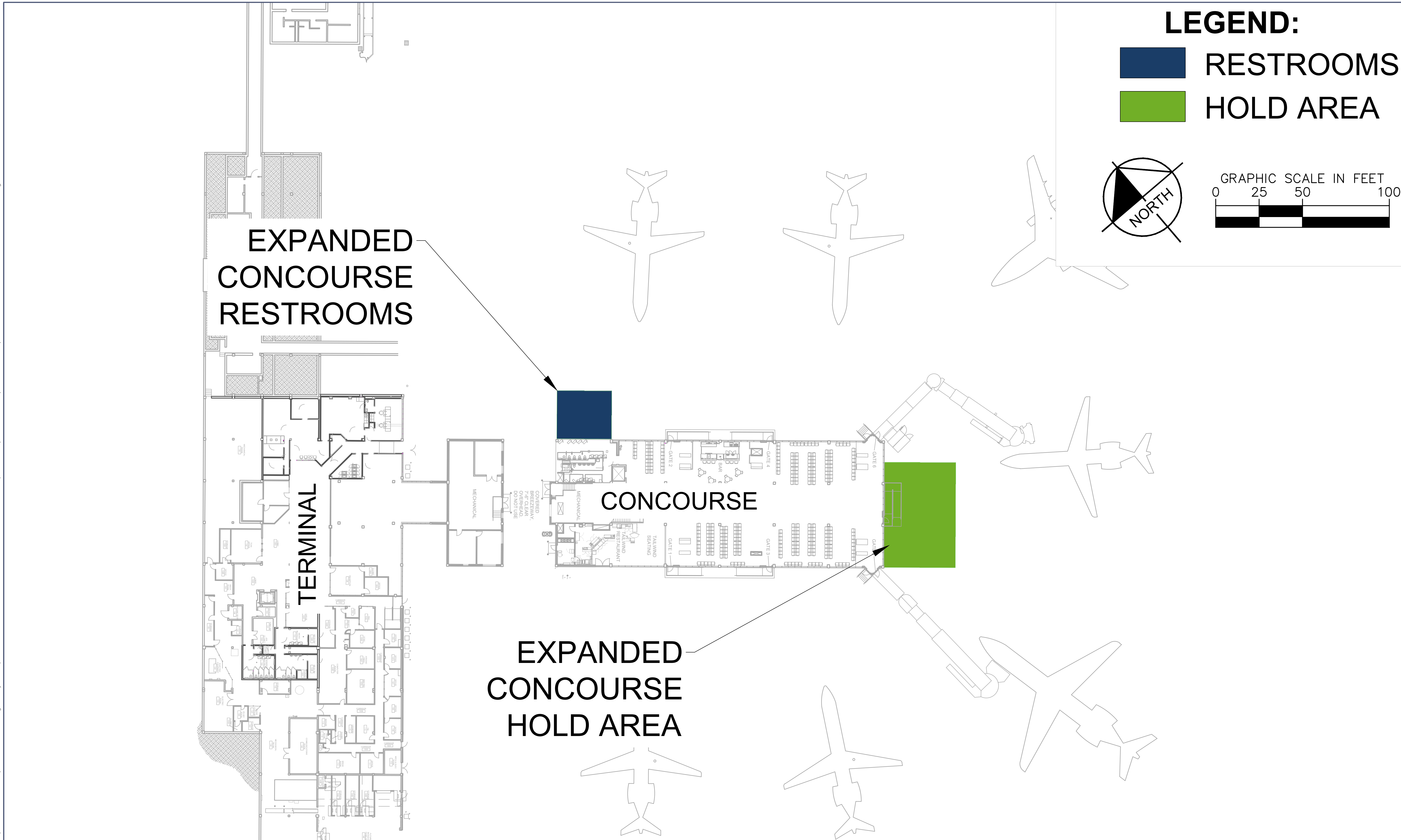
The Tri-Cities Airport Authority's Legal Counsel will review the standard Kimley-Horn contract prior to execution.

Recommendation:

Authorize the Chairman to execute a Kimley-Horn Preliminary Engineering Report (PER) Services Agreement in the amount of $39,930 for the Concourse Passenger Seating and Restroom Expansion Project PER report.

Submitted By: David W. Jones
Chief Operating Officer

K:\NSH_Aviation\002 - Pending Projects\000000000 - TRI Concourse Hold Area Expansion\05 - CAD\Plansheets\TRI Concourse Hold Area EXHIBIT.dwg October 16, 2025 - 9:16am



Kimley»Horn TRI TRI-CITIES AIRPORT

CONCOURSE HOLD AREA AND RESTROOM EXPANSION EXHIBIT

OCTOBER 2025

CONCOURSE EXPANSION PRELIMINARY ENGINEERING REPORT

Scope of Work

Tri-Cities Airport

Blountville, TN

October 15, 2025

Prepared By:

Kimley»Horn

Exhibit 1

Project Description

The Tri-Cities Airport Authority (TRI, Client, or Owner), managing the Tri-Cities Airport (TRI) has selected Kimley-Horn and Associates, Inc (Kimley-Horn or Consultant) to provide a Concourse Expansion Preliminary Engineering Report (Project) that investigates needs for more hold room capacity and restrooms in the concourse at TRI, see Figure 1. The proposed Project will validate capacity requirements for the secure gate waiting areas and provide alternative for additional seating areas and restroom facilities by expanding the existing concourse area, as well as, analyze the concession area and secure side passenger circulation. The goal of the project is to provide a blueprint for accommodating a phased expansion of fuel capacity at TRI as needs warrant along with defining the schedule of anticipated costs for programming purposes.

Figure 1. Conceptual Concourse Expansion Areas

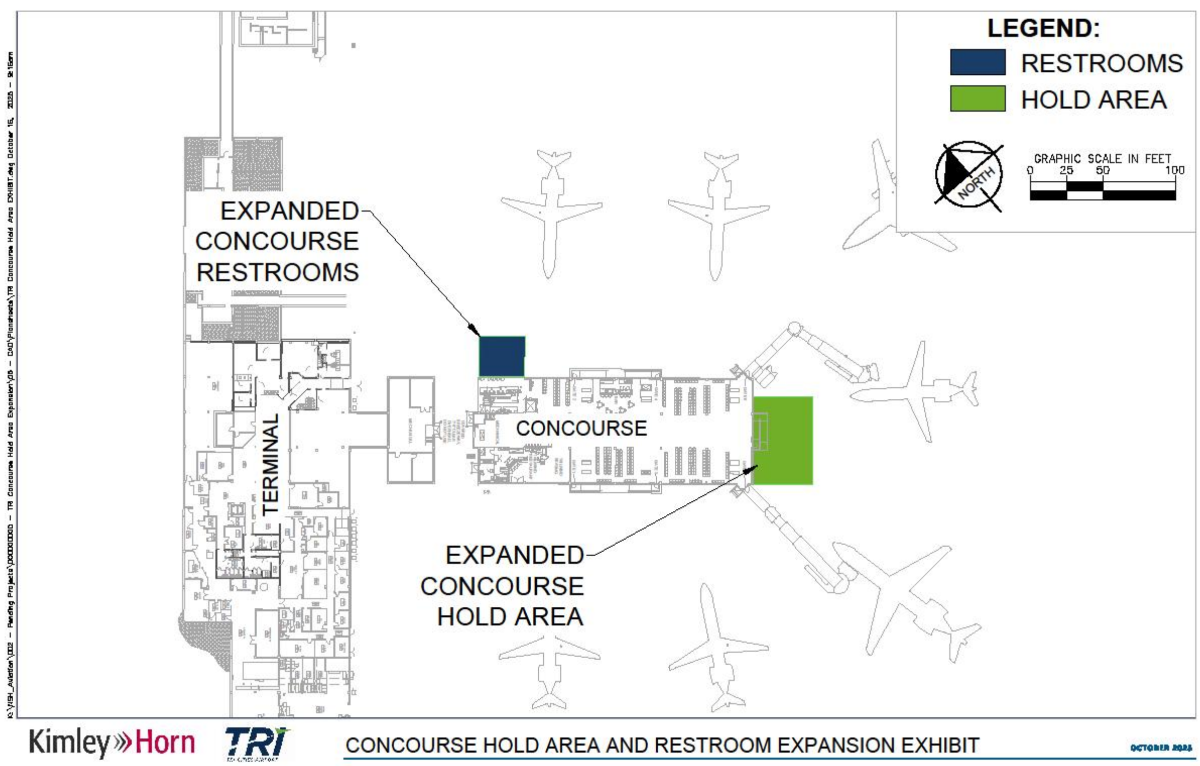


Exhibit 2

Project Scope of Services

Task 1 Preliminary Engineering

The Preliminary Engineering Task consists of the following:

Task 1.1 Project Kick-Off and Coordination

The Consultant's Sr. Project Manager and Professional Engineer will coordinate and attend one (1) virtual kickoff meeting. The meeting shall gather information regarding the Project such as existing drawings, reports, and any project-specific information. The Consultant will prepare and distribute meeting minutes.

Task 1.2 Data Collection

The Consultant will review the available record drawings and reports and will compile existing data to determine the extent to which additional data collection is needed for the Project.

Task 1.3 Review Holdroom Capacity Requirements

The Consultant will review the holdroom capacity needs outlined in the current Master Plan and validate based on IATA Level of Service Requirements

Task 1.4 Review Restroom Fixture Count Requirements

The Consultant will review the restroom capacity needs outlined in the current Master Plan and validate based on IATA Level of Service Requirements.

Task 1.5 Concept Development

The Consultant will develop up to two alternatives for providing an expansion of holdroom areas and restrooms. The Consultant will provide color block plan layouts of each option.

Task 1.6 Opinion of Probable Construction Costs (OPCC)

The Consultant will develop Order of Magnitude pricing for each of the above expansion options.

Task 1.7 Preliminary Engineering Report

The Consultant will prepare a Preliminary Engineering Report that documents the findings from the above tasks. The report will be provided in .pdf format.

Task 1.8 Meetings

In addition to the Project Kick-Off meeting the Consultant will coordinate and attend two (2) virtual design review meetings to discuss the project at a Draft and Final Report stage.

Exhibit 3

Project Schedule

The Consultant will complete the services listed above upon a mutually agreed upon schedule. Below is a draft schedule based on an 11/10/2025 Notice to Proceed (NTP) and the assumptions outlined below. Upon receipt of the fully executed contract, The Consultant will commence the services outlined in Exhibit 2.

- 11/15/25 Notice to Proceed
- 11/16/25 Kick-Off Meeting
- 12/15/25 Draft Report Review Meeting
- 1/13/25 Final Report Review Meeting
- 1/23/25 Final Report Submittal

Exhibit 4

Contract Compensation

The Consultant will perform the scope of services in the tasks noted as “LS” in the table below for the total lump sum fee. Individual task amounts are informational only. See Attachment A for a breakdown of costs.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Summary - Phase 1		**Labor Fee**	**Fee Type**
Task 1	Preliminary Engineering	$ 39,930.00	LS
	Total Lump Sum Fee	$ 39,930.00	LS

LS: Lump Sum Fee

ATTACHMENT A
Breakdown of Costs - Design and Bid Services

SCOPE / TASK TITLE	Sr. Project Manager	Sr. Technical Professional	Professional Engineer	Staff Engineer	Engineering Tech II	Engineering Tech I	Clerical	TOTAL
Task 1 Preliminary Engineering								
Task 1.1 Project Kick-Off and Coordination	2		2					4
Task 1.2 Data Collection	1		1					2
Task 1.3 Review Holdroom Capacity Requirements	1		1					2
Task 1.4 Review Restroom Fixture Count Requirements	1		1					2
Task 1.5 Concept Development	1		2					3
Task 1.6 ROM Opinion of Probably Construction Costs (OPCC)	1		4					5
Task 1.7 Preliminary Engineering Report	2		8					10
Task 1.8 Meetings	4		4					8
TOTAL HOURS	13	0	23	0	0	0	0	36
BURDENED RATE	$ 250.00	$ 220.00	$ 160.00	$ 160.00	$ 120.00	$ 110.00	$ 90.00	
TOTAL BURDENED LABOR	$3,250	$0	$3,680	$0	$0	$0	$0	$6,930
OTHER DIRECT NON-SALARY COSTS								
SPECIALTY SUBCONSULTANTS								
Corgan								$30,000
TOTAL SPECIALTY SUBCONSULTANTS (w/ 10% markup)								$33,000
TRAVEL			Car @	Flight @	Lodging @	650 Miles @	Per Diem @	
	#People	#Days	$80	$600	$120	$0.66	$60	
	0	0	$0	$0	$0	$0	$0	$0
							Total	$0
TOTAL ODC's								$33,000
Total Proposed Lump Sum Fee for:	**Task 1 Preliminary Engineering**							**$39,930**

CONSIDER:

Consider Approval of the Breeze Airways Ground Handling Agreement

Summary:

Breeze Airways has awarded the Tri-Cities Airport Authority a contract to provide ground handling, wheelchair, and deicing services at Tri-Cities Airport (TRI), pending execution of a final agreement. This new partnership will support Breeze's upcoming station launch in December 2025 and represents an important addition to TRI's airline service portfolio.

The agreement provided by Breeze is similar to those currently in place with Allegiant Air and Sun Country Airlines, outlining operational responsibilities, insurance requirements, and performance expectations. The agreement has been forwarded to legal counsel for review and will be finalized upon their recommendation.

Recommendation:

Staff recommends Board approval of the Breeze Airways Ground Handling Agreement, pending legal counsel review.

Submitted by: Trevor Rice
Director of Marketing & Air Service Development

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Consent Agenda

A. Project: Public Parking Lot Expansion – Summers and Taylor - Change Order # 3

B. Airport: Airfield Equipment Replacement – Hali-Brite, Inc.

C. Project: ARFF Truck – Rosenbauer LLC – Change Order # 3 and Change Order # 4

Staff recommend the Airport Authority Board ratify the above-listed project consent items.

Submitted by: David W. Jones
Chief Operating Officer

Tri-Cities Airport Authority
October 23, 2025

CONSIDER:

Consent Agenda

A. Project: (USDA)

Contractor: Summers and Taylor, Inc. (Construction)

Original Agreement Sum:	$ 2,684,006.50
Change Order 1	$ 862.00
Change Order 2	$ 224,954.00
Current Request	
Change Order 3	**$ 66,156.30**
Total Revised Contract to Date	$ 2,975,978.80

Project USDA Loan Funding - Pending Final USDA Approval

USDA	$ 2,684,007
Airport	$ 604,651
Total Project	$ 3,288,658

Project Estimated Costs

Administration	$ 7,500
Engineering/Architectural Services (Design/Bid)	$ 115,524
Engineering/Architectural Services (CA)	$ 189,655
Construction (S&T)	$ 2,975,979
Total Project	$ 3,288,658

Previous Request: Change Order 1 and 2: Deduct in-place embankment, 2-way 2" sch. 40 pvc duct bank, add HD pull box, directional bore and brushed aluminum plight pole, Deduct select rock-fill embankment, add RAP fill material, add soil cement application 12" depth, 7% cement application

Current Request: Change Order 3: Deduct electrical service modification, add code blue emergency alert, add 500kVA transformer restock, 1200A panel and 150kVA transformer, 1200 A panel an 150kVA transformer labor and materials

Submitted By: David W. Jones
Chief Operating Officer

CONTRACT CHANGE ORDER NO. 3

Tri-Cities Airport Authority
Blountville, TN

DATE: **9/8/2025** **PROJECT:** **Public Parking Expansion**

TO: **Summers-Taylor, Inc.**
600 Sevier Ave.
Johnson City, TN 37604

TCAA PROJECT NO. **19810-000**
KIMLEY-HORN PROJECT NO. **118579012**

TERMS: The following described changes to the above project being completed for the Tri-Cities Airport Authority are hereby authorized. This Change Order constitutes a formal amendment to the Contract entered into between parties on the 4th day of September, 2024 upon execution by duly authorized representatives of each party in the spaces below.

CHANGE: This change order shall provide all labor, equipment, material, and incidentals for the completion of the items listed below.

Item No.	*Description*	*Unit*	*Bid Quant.*	*Revised Quant.*	*Change*	*Unit Price*	*Sub-Total Cost*
53	Electrical Service Modification	LS	1	0	-1	$61,100.00	($61,100.00)
CO3-1	Code Blue Phone Including Labor and Materials	EA	0	1	1	$15,435.00	$15,435.00
CO3-2	500kVA Transformer Restock Fee	EA	0	1	1	$5,000.00	$5,000.00
CO3-3	1200A Panel and 150kVA Transformer	EA	0	1	1	$44,415.30	$44,415.30
CO3-4	1200A Panel and 150kVA Transformer Labor and Materials Install	LS	0	1	1	$62,406.00	$62,406.00
						TOTAL:	***$66,156.30***

JUSTIFICATION AND NEED: Our initial design called for a feeder breaker from the downstream 480V panel. We also had speced a much larger downstream 480V panelboard to accommodate for 3 phase 480V electric vehicle DC fast charger future. Site electricians indicated that the required breaker could not physically fit in the spare space of the existing board plus the transformer was too large for the equipment room.

The solution to get 277V to power the lights as well as feed 208V future L2 EV is to replace the existing MDP with a code compliant panelboard that has enough available space to re-feed existing loads, new lighting load, and future EV loads.
To accomplish the above and limit amount of work to re-feed existing loads - we are trying to fit the new panelboard in the existing space, re-use as much conduit and conductors as possible for the existing load.
Additionally to prevent needing to run additional incoming conduits between the transformer and MDP - we are utilizing the existing 3 sets of conduit and upsizing the conductors to #600copper to obtain the code compliant capacity of the 1200A panelboard.

TOTAL ADDITIONS OR REDUCTION TO CONTRACT PRICE
(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	$2,684,006.50
NET TOTAL OF PREVIOUS CHANGE ORDERS	$225,816.00
PREVIOUS REVISED PRICE	$2,909,822.50
THIS CHANGE ORDER NO. 2	$66,156.30
REVISED CONTRACT PRICE THIS DATE	$2,975,978.80

EXTENSION OF TIME RESULTING FROM THIS CHANGE ORDER - 18 CALENDAR DAYS

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY:

By: ____________________
Date

CONTRACTOR:

SUMMERS-TAYLOR, INC.

By: ____________________
Date

ENGINEER

Kimley-Horn

By: ____________________ 9/8/2025
Date

OWNER:

TRI-CITIES AIRPORT AUTHORITY

By: ____________________
Date

B. Airport: (Equipment Replacement)

Vendor - Hali-Brite, Inc

Per FAA Part 139 safety guidelines, the airport constantly maintains the airfield in a safe manner, which require sections of the airfield runways to be closed at times for repairs, or events. During closure times a Lighted X is placed on runway ends to designated the runway is closed to aircraft. The maintenance department identified a current twenty-five-year old Lighted X to be replaced. Maintenance personnel solicited three FAA certified vendors, with Hali-Brite, Inc., providing the lowest bid in the amount n of $30,372.00. Maintenance department personnel recommend Hali-Bite, Inc for the acquisition.
The replaced Lighted X may be placed on Gov Deals for liquidation.

<u>TRI Airfield Safety Lighted X Equipment Replacement – FY 2026 Budget - Capitalized</u>

Airport	100%	$	30,372.00

Recommendation:

Authorize the Chief Operating Officer to execute a Purchase Order to Hali-Brite, Inc. for a Lighted X airfield equipment replacement in the amount of $30,372.00.

Submitted By: David W. Jones
Chief Operating Officer

BID TAB LIST

TRI-CITIES AIRPORT

New Airfield/Runway Closure - Lighted X Stand

BID DATE: 9/17/2025

SET NO.	BID FIRM NAME AND ADDRESS	CONTACT NAME PHONE # / EMAIL	New Runway Closure X	TOTAL
1	Hali-Brite 1119 Madison street Brainerd, MN 56401	Tim Sowers 218-454-0956 tim@halibrite.com	$30,372.00	**$30,372.00**
2	OTW Safety 1698 S Granercy Road suite B Salt Lake City, UT 84104	Bryan Peterson 1801-441-4713 bryan@otwsafety.com	$31,045.88	**$31,045.88**
3	Sherwin Industries, inc 2129 W. Morgan Ave Milwaukee, WI 53221	Todd Rushing 804-512-2206 trushing@sherwinindustries.com	$36,325.00	**$36,325.00**

Hali-Brite®

Hali-Brite Inc.
1119 Madison Street
Brainerd, MN 56401
Phone: 218-454-0956
Fax: 218-454-0972
Email: Sales@Halibrite.com

Quotation

Quote Number:
m40500
Quote Date:
Sep 16, 2025
Expiration Date:
10/16/25

Quoted to: TRI-CITIES Airport*
2525 Highway 75, Suite 301
ATT: Ethan Ingram
Blountville, TN 37617

Ship To: TRI-CITIES Airport
2525 Highway 75, Suite 301
ATT: Ethan Ingram
Blountville, TN 37617

Phone (423)525-7831
Email: EIngram@triflight.com

Customer ID	Ship Via	Payment Terms	Sales Rep
TNTRICI	HB/ Best Way	Net 30 Days	Tim Sowers

Quantity	Item	Description	Unit Price	Extension
1.00	RCM-Diesel	Hali-Brite® RCM-D L-893(L) LED Runway Closure Marker,FAA &TP312 Certified, 2yr/2000hr warranty, 4year on lamps, 5m Setup, 120V/240V Outlets.6KW, HS 8530.90.0000	23,853.75	23,853.75
1.00	RCM-Cover	OPTION: RCM heavy duty, custom fitted cover (HS 8716.90.0000 USA)	509.62	509.62
1.00	RCM-Battery Backup-	RCM add on: 24Hr battery backup. X automatically switches to battery backup when gen. power is lost or turned off. Incl 2 premium batteries HS 8530.90.0000	2,118.03	2,118.03
1.00	RCM-ADAPTERCORD	RCM adapter cord for shore power 2' cord adapts lighted "x" plug in, so it can be plugged directly into any standard 120v,15 or 20amp power (HS 8716.90.0000 USA	120.00	120.00
1.00	RCM-SK170	OPTION: Extended Service kit, 1,000 hour. Includes: 2- AIR FILTERS, 4 - OIL FILTERS, 4 - FUEL FILTERS, AND 1 - BELT (HS8421.23.0000 USA)	586.21	586.21
1.00	RCM-OILVALVE Mitsu	OPTION: Oil Drain Valve Kit for easier oil change service (HS 4009.41.0000 USA)	184.47	184.47
1.00	Shipping RCMS	SHIPPING includes booking,loading,insurance. unloading by others (forklift with extensions required)	3,000.00	3,000.00
	MADE	This product is manufactured in Brainerd, MN 56401 USA.		
	Credit Card Fee	Credit card 3.5% processing fee		

PLEASE NOTE: SALES TAX EXEMPT CERTIFICATE OR RESALE CERTIFICATE REQUIRED FOR STATE ITEM(S) BEING SHIPPED TO, OR SALES TAX MAY APPLY

Note: Credit Card payments will be subject to a 3.5% surcharge

Subtotal	30,372.08
Sales Tax	
Freight	
Total	30,372.08

OTW SAFETY

1 RCM Lighted X | Tri Cities Airport | Blountville, TN 37617

Quote created: September 16, 2025 Reference: 20250916-173642331

Tri Cities Airport
2525 Tennessee 75
Blountville, TN 37617
United States

Roger Norton
rnorton@triflight.com
423-325-6000

Comments

a. All items have a 3-4 week lead time upon ordering.
b. Freight rates will need to be updated 5 days after initial quote.

Bryan Peterson - "Account Manager" OTW Safety

Products & Services

Item & Description	Item SKU	Unit Price	Unit Discount	Quantity and total
RUNWAY CLOSURE MARKER - LIGHTED Diesel runway closure marker on tow-able trailer NOTE: Shipping not included	RCM-D	$23,000.00		1 x $23,000.00
RCM TOW HITCH RCM rear tow hitch option	RCM-D-HITCH	$550.00		1 x $550.00

Item & Description	Item SKU	Unit Price	Unit Discount	Quantity and total
RCM COVER All weather cover COLOR: Black	RCM-D-COVER	$699.97		1 x $699.97
RCM - ADAPTER CORD Adapter cord for shore power applications. Allows RCM to connect to standard 120v, 15 or 20 amp power outlet. LENGTH: 2-ft	RCM-D-CORD	$135.00		1 x $135.00
RCM SERVICE KIT 2000-hr Service Kit Includes: 4x Air Filters, 8x Oil Filters, 8x Fuel Filters, 1x belt	RCM-D-2KSRVS	$1,099.97		1 x $1,099.97
RCM BATTERY BACKUP Runway closure marker battery backup	RCM-D-BAT	$2,100.97		1 x $2,100.97
RCM - OIL VALVE DRAIN KIT Oil Drain Valve Kit for easier oil change service (HS4009.41.0000 USA)		$209.97		1 x $209.97
H-B FULL TRUCK LOAD Full truck load : Shipping Lighted Xs (cost for 1 or 2 units) Dest: 37617 *Includes Limited Access *Lead time 3-4 weeks (all lighted Xs made to order)	FRT-HB-FTL	$3,250.00		1 x $3,250.00

One-time subtotal $31,045.88

Total $31,045.88

This quote expires on December 31, 2025

Purchase terms

I. Your electronic signature certifies acceptance of these terms and conditions on behalf of your organization or business. These terms and conditions cannot be amended or superseded without the express written consent of OTW Safety.

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II. Unless otherwise specified and agreed to, payment is due once this estimate is digitally signed. **PAYMENT MUST BE MADE ELECTRONICALLY: E-CHECK, ACH, WIRE, or CREDIT CARD (subject to a 3% processing fee).**

-

III. OTW Safety is unable to provide free financing; past due invoices will be assessed an additional fee equal to the greater of (a) 18% of the invoice total compounded daily from the original invoice date, or (b) $50. **Payment is expected on, or before, the invoice due date.**

-

IV. **PHYSICAL CHECKS ARE NOT ACCEPTED.** Public institutions may be granted an exemption with prior coordination. Any late payment is subject to the additional fees above.

-

V. Freight estimates are valid for **5 calendar days** and must be requoted beyond this period.

-

VI. All returns are subject to a 20% restocking fee, apply only to OTW products, and require prior approval and coordination. **Items must be returned in new condition** and will be inspected upon arrival. Items failing inspection can be returned at the customer's expense. At OTW's discretion, refunds will be issued as either a check or account credit toward a future order.

-

VII. OTW Safety is not responsible for delays or additional fees caused by inaccurate delivery information.

-

VIII. Limited access locations must be identified before the order ships. Lift-gate, call-ahead, guaranteed delivery, driver assist, or specific drop-off details must be arranged before the order ships.

-

IX. Upon delivery inspect your entire order for any shipping damage **BEFORE** releasing the driver. Any products identified as damaged but signed for as undamaged, will not be eligible for replacement, refund, or credit.

-

X. Unless specifically stated, OTW ships all orders on pallets. If your order arrives un-palletized, make a note on the BOL, take a picture of the shipment, and contact OTW's logistics department immediately.

Questions? Contact me

Bryan Peterson
"Account Manager"
bryan@otwsafety.com
+18014414713

OTW Safety
1698 S Gramercy Road STE B
Salt Lake City UT 84104
US

QUOTE

Sherwin Industries, Inc.

2129 W. Morgan Ave. Milwaukee, WI 53221
Phone 804-512-2206 Fax 414-281-6404
trushing@sherwinindustries.com

SEPTEMBER 16,2025

TO Tri Cities Airport
Attn: Roger Norton
Sourcewell Member ID #129358

SALESPERSON	JOB	PAYMENT TERMS	QUOTE VALID UNTIL
16-TR	Sourcewell Contract Pricing 110122-SWN	Net 30	90 Days

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	RCML893-G Portable Lighted LED Runway Closure Marker	34,850.00	34,850.00
	Freight		1,475.00
		SUBTOTAL	36,325.00
		SALES TAX	EXEMPT
		TOTAL	36,325.00

Quotation prepared by: Todd L. Rushing

THANK YOU FOR YOUR BUSINESS!

C. Passenger Facility Charge (PFC)

Contractor: Rosenbauer - Minnesota LLC (ARFF Truck Acquisition)

Original: Agreement Sum - Base Bid Amount	$ 1,004,285
Original: Add Alternate Bid Amount	$ 16,949
Current Request	
Change Order 3 (Reconfigure Truck)	**$ 0**
Change Order 4 (Reconfigure Truck)	**$ 0**
Previous Request	
Change Order 1 (Add Alternate)	$ (611)
Change Order 2 (Add Alternate)	$ 2,462
Total Revised Contract to Date	$ 1,023,085

Project PFC Funding		
PFC	100%	$ 1,030,485
Airport	100%	$ 18,800
	Total Project	$ 1,049,285

Project Estimated Costs	
Administration	$ 7,500
Engineering Procurement Services	$ 18,700
Rosenbauer ARFF Truck (Base Bid)	$ 1,004,285
Rosenbauer ARFF Truck (Add Alternate)	$ 18,800
Total Project	$ 1,049,285

Current Request: Change Order 3 and Change Order 4: reconfigure engine, cooling system, cab coach, cab coach steering, additional parts for cab house, EMS cabinet, left crew seat, bench seat

Previous Request:

Change Order 1: Balance ARFF vehicle specification order

Change Order 2: Add/install 2 owner supplied radios.

Submitted By: David W. Jones
Chief Operating Officer

CHANGE ORDER #3

rosenbauer

Tri-Cities, TN.

APPROVED CHANGE

Body Job #: **106131**

DATE: July 26, 2025
Released By: (enter)

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
				(enter)	
				Previous CO...	
				(Office Use Only)	
1	DELETE	-1	PA-14-000A	Engine Base Spec (Tier- 4)	
2	ADD	1	PA-14-000F	Engine Base Spec (Tier- 4)	
3	DELETE	-1	PA-14-0001	Engine Volvo - North America (Tier-4)	
4	ADD	1	PA-14-000E	Engine Volvo - North America (Tier-4)	
5	DELETE	-1	PA-15-0001	Cooling System (Tier-4)	
6	ADD	1	PA-15-0000	Cooling System (Tier-4)	
7	DELETE	-1	PA-17-0001	Exhaust System (Tier-4)	
8	ADD	1	PA-17-0000	Exhaust System (Tier-4)	
9	DELETE	-1	PA-25-0000	Cab Coach Work	
10	ADD	1	PA-25-0006	Cab Coach Work	
11	DELETE	-1	PA-25-0001	Cab Coach Work left Center Steering	
12	ADD	1	PA-25-0003	Cab Coach Work left Center Steering	
13	DELETE	-1	PA-25-0005	Additional Cab Parts for In House	
14	ADD	1	PA-25-0007	Additional Cab Parts for In House	
15	CLARIFY	1	PA-49-0261	One (1) 120v 15 amp houselold recept mounted in cab bench seat relocated TBD	

David W. Jones COO

10-6-25

Printed On 8/12/2025

CHANGE ORDER #4

rosenbauer

Tri-Cities, TN.

CHANGE REQUEST

Body Job #: **106131**

DATE: September 12, 2025
Initiated By: **Body Builder**

BODY CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
				{Qty} days will be added to the scheduled delivery date due to lead times of components and fabrication.	$0
				Previous CO…	
				Office Use Only	
1	DELETE	-1	PA-31-2051	Left crew seat	$0
2	ADD	1		Add new EMS cabinet	$0
3	CHANGE	1	PA-49-0261	Move 120v 15 amp household duplex outlet from bench seat to inside EMS cabinet	$0
4	DELETE	-1		Bench seat	$0
5		1			$0
6		1			$0
7		1			$0
8		1			$0
9		1			$0
10		1			$0
11		1			$0
12		1			$0
13		1			$0
14		1			$0
15		1			$0

We hereby agree to make change(s) specified above at this price	$0
PREVIOUS CONTRACT AMOUNT	$1,023,085
REVISED CONTACT AMOUNT	$1,023,085

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer): David W. Jones

Date: 10-6-25

Legal Counsel,
Stephen Darden

Verbal Report

Director of Finance,

Rachel Squibb

REPORT:

Financial Summary – Two Months Ending August 31, 2025

For the first two months of the new fiscal year ending June 30, 2026, the Authority achieved a Net Operating Income of **$406,206**, exceeding the approved budget by **$310,548**. The attached schedule provides unaudited actual results compared to the approved FY2026 operating budget.

Revenue Performance

Total operating revenue exceeded budget by **19%**, reflecting strong growth across key categories. The most notable positive variances were in **Parking, Rental Car, and Other Revenues**. Rental Car Revenues saw a significant increase, driven by a **20.5%** year-over-year rise in car rentals from the period ending August 2024 to August 2025. These results underscore the continued importance of non-aeronautical revenue streams in the Authority's financial base.

Expense Management

Operating expenses overall were managed in line with budget expectations. While cost results were mixed across categories, the primary negative variance occurred within the **Fixed Base Operation (FBO) and Public Safety** cost centers, reflecting necessary expenditures for FBO services that we performed related to MLB game in August 2025 and will not be a reoccurring cost.

Net Results & Outlook

The first two months of the new fiscal year, FY2026, closed with stronger than anticipated results. As of August 31, 2025, we are yielding net operating income of **$406,206**, which exceeds the budget and demonstrates growth across core revenue streams. Compared to FY2025, results remain consistent with broader industry trends, positioning the Authority with a healthy financial foundation heading into FY2026.

Submitted by: Rachel Squibb
Director of Finance

Tri-Cities Airport Authority
FY 2026 Operating Budget
8/31/2025

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				AIRLINE LANDING FEES				
$39,076	$30,004	$9,072	51010-201	Landing Fees: Delta Connection	$76,859	$352,270	$60,250	$16,609
36,096	35,547	549	51025-201	Landing Fees: American Airlines	72,598	417,350	71,380	1,218
6,644	5,583	1,061	51040-201	Landing Fees: Allegiant Airlines	17,558	67,000	11,166	6,392
$81,816	**$71,134**	**$10,682**		**TOTAL AIRLINE LANDING FEES**	**$167,015**	**$836,620**	**$142,796**	**$24,219**
				AIRLINE RENTAL REVENUE				
$11,637	$11,058	$579	51507-202	Floor Space: American Airlines	$23,273	$132,700	$22,116	$1,157
13,987	13,283	704	51515-202	Floor Space: Delta Connection	27,973	159,400	26,566	1,407
690	667	23	51518-202	Joint Use Space	1,794	8,000	1,334	460
4,740	4,583	157	51519-202	Terminal Apron Charge	9,588	55,000	9,166	422
50,927	50,916	11	51525-202	Terminal Space Area Use	101,853	611,000	101,833	20
220	229	(9)	51526-202	Ground Equipment Storage	440	2,750	458	(18)
5,980	5,065	915	51530-202	Jetway Use Fee	12,116	60,300	10,129	1,987
64,145	65,921	(1,776)	51535-202	PSO Security Reimbursement	128,292	784,750	131,825	(3,533)
387	392	(5)	51546-202	Janitorial & Trash Reimbursement	774	4,700	784	(10)
$152,713	**$152,114**	**$599**		**TOTAL AIRLINE RENTS**	**$306,103**	**$1,818,600**	**$304,211**	**$1,892**
$234,529	**$223,248**	**$11,281**		**TOTAL AIRLINE REVENUE**	**$473,118**	**$2,655,220**	**$447,007**	**$26,111**

Tri-Cities Airport Authority

FY 2026 Operating Budget

8/31/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				GENERAL AVIATION REVENUE				
$585	$725	($140)	52005-203	Charters - Landing Fees	$1,737	$8,640	$1,402	$335
5,585	999	4,586	52007-203	Charters - Terminal Facilities Fees	7,171	11,900	1,931	5,240
787	0	787	52010-203	FBO - Hangar Rents	787	0	0	787
29,694	29,898	(204)	52020-203	FBO - Minimum Annual Operating Fee	59,388	356,300	57,814	1,574
22,313	17,924	4,389	52030-203	FBO - 3% Gross Revenue Fee	39,138	213,600	34,659	4,479
8,905	8,337	568	52070-203	FBO - Fuel Flowage Fees	15,822	99,360	16,122	(300)
883	822	61	52072-203	FBO - Utility Reimbursement	1,892	9,800	1,590	302
453	457	(4)	52075-203	Flying Service - Rents	905	5,450	884	21
137	210	(73)	52076-203	Flying Service - Utility Reimb	314	2,500	406	(92)
12,414	12,550	(136)	52080-203	Speciality Service Operations	24,829	150,600	25,100	(271)
14,275	24,583	(10,308)	52110-203	Corporate Hangar, Land & Access	39,797	295,000	49,166	(9,369)
1,982	2,981	(999)	52160-203	Corporate Fuel Fees	3,957	35,000	5,986	(2,030)
369	298	71	52165-203	GA - Self-Fueling	1,033	3,500	599	434
$98,382	**$99,784**	**($1,402)**		**TOTAL GEN. AVIATION REVENUE**	**$196,770**	**$1,191,650**	**$195,659**	**$1,111**

Tri-Cities Airport Authority

FY 2026 Operating Budget

8/31/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				AIR CARGO REVENUE				
$367	$334	$33	52510-204	Cargo: Landing Fees	$682	$4,000	$657	$25
				AIR CARGO CENTER				
7,124	7,500	(376)	52540-204	Cargo: Cargo Center - Terminal Space	14,649	90,000	15,000	(351)
869	0	869	52542-204	Cargo: Cargo Center - Ramp Fees	869	0	0	869
419	642	(223)	52543-204	Cargo: Services Reimbursements	837	7,500	1,275	(438)
274	513	(239)	52544-204	Cargo: Cargo Center - Utility Reimb	348	6,000	1,019	(671)
$9,053	**$8,989**	**$64**		**TOTAL AIR CARGO REVENUE**	**$17,385**	**$107,500**	**$17,951**	**($566)**

Tri-Cities Airport Authority

FY 2026 Operating Budget

8/31/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				PARKING REVENUE				
$339,142	$200,192	$138,950	53150-205	Parking: Long-Term	$691,746	$2,339,555	$397,595	$294,151
0	68,882	(68,882)	53151-205	Parking: Short-Term	0	805,000	136,805	(136,805)
2,886	2,141	745	53154-205	Parking: Other Revenue	3,774	25,690	4,282	(508)
$342,028	**$271,215**	**$70,813**		**TOTAL PARKING REVENUE**	**$695,520**	**$3,170,245**	**$538,682**	**$156,838**

Tri-Cities Airport Authority

FY 2026 Operating Budget
8/31/2025

2:52:28 PM 10/15/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				RENTAL CAR REVENUE				
$5,411	$5,183	$228	53605-206	RAC: Floor Space Rents	$10,821	$62,200	$10,366	$455
168,738	119,280	49,458	53610-206	RAC: Commissions	346,450	1,610,000	253,013	93,437
9,249	8,542	707	53620-206	RAC: Service Facility	18,498	102,500	17,084	1,414
2,911	3,333	(422)	53623-206	RAC: RAC - Utility Reimbursement	5,640	40,000	6,666	(1,026)
0	5,000	(5,000)	53627-206	RAC: Service Facility - Maint CFC Rein	0	60,000	10,000	(10,000)
$186,309	**$141,338**	**$44,971**		**TOTAL RENTAL CAR REVENUE**	**$381,409**	**$1,874,700**	**$297,129**	**$84,280**

Tri-Cities Airport Authority

FY 2026 Operating Budget
8/31/2025

2:52:43 PM 10/15/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				TERMINAL CONCESSION REVENUE				
$0	$5,667	($5,667)	54100-207	Terminal: Advertising	$0	$68,000	$11,334	($11,334)
18,129	14,375	3,754	54106-207	Terminal: Restaurant & Gift Shop	37,895	172,500	28,750	9,145
920	833	87	54107-207	Terminal: Tailwinds - Util Reimburseme	2,021	10,000	1,666	355
0	83	(83)	54125-207	Terminal: Miscellaneous Revenue	0	1,000	166	(166)
$19,049	**$20,958**	**($1,909)**		**TOTAL TERMINAL CONCESSIONS**	**$39,916**	**$251,500**	**$41,916**	**($2,000)**
				TERMINAL SPACE RENTS				
$9,090	$8,358	$732	54290-208	Terminal Rents: Office Space	$18,180	$100,300	$16,716	$1,464
817	725	92	54360-208	Terminal Rents: Utility Reimbursement	1,654	8,700	1,450	204
175	208	(33)	54410-208	Terminal Rents: Janitorial & Trash Rein	350	2,500	416	(66)
60	58	2	54520-208	Terminal Rents: PA System	120	700	116	4
$10,142	**$9,349**	**$793**		**TOTAL TERMINAL SPACE RENTS**	**$20,304**	**$112,200**	**$18,698**	**$1,606**

Tri-Cities Airport Authority

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				OTHER REVENUE				
$11,909	$8,464	$3,445	51550-202	Ground Handling Services	$27,697	$114,000	$17,168	$10,529
4,500	928	3,572	52008-203	Charters - Ground Handling	6,000	12,500	1,882	4,118
0	417	(417)	55210-209	Other Properties: Ground Leases-Farm	1,433	5,000	834	599
2,969	2,892	77	55300-209	Other Properties: Other Leases	5,937	34,700	5,784	153
814	500	314	55302-209	Other Properties: Utility Reimb	1,738	6,000	1,000	738
0	800	(800)	55421-209	Other: Salary Supplements	0	9,600	1,600	(1,600)
9,944	10,417	(473)	55432-000	Other: FTZ Contributions	24,888	125,000	20,834	4,054
1,209	961	248	55435-209	Other: Ice Revenue	2,448	9,000	2,012	436
2,185	1,583	602	55440-209	Other: ID's & Fingerprinting Revenue	5,115	19,000	3,166	1,949
0	471	(471)	55445-209	Other: Gasoline Sales	0	9,000	1,077	(1,077)
14,085	750	13,335	55450-209	Other: Miscellaneous Billings	18,085	9,000	1,500	16,585
1,086	1,083	3	55500-210	Aerospace Park - Ground Revenue	2,172	13,000	2,166	6
2,200	0	2,200	93106-000	Contributions from Tailwinds	4,400	0	0	4,400
$50,901	**$29,266**	**$21,635**		**TOTAL OTHER REVENUE**	**$99,913**	**$365,800**	**$59,023**	**$40,890**
$715,864	**$580,899**	**$134,965**		**TOTAL NON-AIRLINE REVENUE**	**$1,451,217**	**$7,073,595**	**$1,169,058**	**$282,159**
$950,393	**$804,147**	**$146,246**		**TOTAL OPERATING REVENUES**	**$1,924,335**	**$9,728,815**	**$1,616,065**	**$308,270**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				AIRFIELD AREA EXPENSE				
$159	$2,204	($2,045)	60010-301	Aviation - Utilities	$2,704	$15,000	$3,471	($767)
0	1,763	(1,763)	60070-301	Aviation - Power Vault Diesel	3,688	12,000	2,777	911
0	294	(294)	60080-301	Aviation - Power Vault Repairs	0	2,000	463	(463)
13,825	14,695	(870)	60110-301	Aviation - Runways/Taxiways/Field	28,400	100,000	23,145	5,255
0	4,409	(4,409)	60400-301	Aviation - Ramps and Aprons	0	30,000	6,944	(6,944)
2,039	1,176	863	60500-301	Aviation - Fence & Gate Repair	2,394	8,000	1,852	542
1,909	5,878	(3,969)	60520-301	Aviation - Electrical Maintenance	2,432	40,000	9,258	(6,826)
11,975	4,849	7,126	60560-301	Aviation - Snow & Ice Control	16,295	33,000	7,637	8,658
0	882	(882)	60570-301	Aviation - Wildlife Control	2,540	6,000	1,389	1,151
0	1,029	(1,029)	60630-301	Aviation - Equipment Rental	0	7,000	1,620	(1,620)
1,920	1,543	377	60650-301	Aviation - Fuel Farm Maintenance	11,510	10,500	2,430	9,080
0	294	(294)	60655-301	Aviation - Contract Mowing	0	2,000	463	(463)
0	882	(882)	60700-301	Aviation - Environmental Compliance	0	6,000	1,389	(1,389)
6,499	1,176	5,323	60705-301	Aviation-Part 139 Field Reporting	6,605	8,000	1,852	4,753
$38,326	**$41,074**	**($2,748)**		**TOTAL AIRFIELD AREA EXPENSE**	**$76,568**	**$279,500**	**$64,690**	**$11,878**
				AVIATION PROPERTIES EXPENSE				
$0	$830	($830)	60030-301	Aviation - Domed Hangar/Offices	$0	$8,000	$2,424	($2,424)
8,646	4,667	3,979	60040-301	Aviation - Tri-City Aviation, Inc.	10,305	45,000	13,631	(3,326)
720	1,037	(317)	60045-301	Aviation - Corporate Hangar Maint	840	10,000	3,029	(2,189)
0	1,037	(1,037)	60050-301	Aviation - Wysong	104	10,000	3,029	(2,926)
0	0	0	62210-303	Other: New S. Aviation Hangar - Utilities	492	0	0	492
$9,366	**$7,571**	**$1,795**		**TOTAL AVIATION PROPERTIES EXPI**	**$11,741**	**$73,000**	**$22,113**	**($10,372)**

Tri-Cities Airport Authority

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				TERMINAL AREA EXPENSE				
$0	$30,056	($30,056)	61010-302	Terminal - Electricity - BTES	$62,634	$290,000	$44,931	$17,703
0	2,591	(2,591)	61020-302	Terminal - Heating Fuel	480	25,000	3,873	(3,393)
3,710	4,664	(954)	61030-302	Terminal - Water & Sewer	8,146	45,000	6,972	1,174
224	518	(294)	61035-302	Terminal - Landscape Water	478	5,000	774	(296)
1,433	1,866	(433)	61040-302	Terminal - Telephone & Internet	2,370	18,000	2,789	(419)
0	1,555	(1,555)	61050-302	Terminal - Electrical Maintenance	0	15,000	2,324	(2,324)
170	3,161	(2,991)	61055-302	Terminal - HVAC Maintenance	2,810	30,500	4,725	(1,915)
162	5,700	(5,538)	61057-302	Terminal - Building Repairs	10,385	55,000	8,521	1,864
544	2,332	(1,788)	61060-302	Terminal - Plumbing	3,387	22,500	3,486	(99)
5,699	5,700	(1)	61065-302	Terminal - Landscape Service	5,699	55,000	8,521	(2,822)
0	725	(725)	61070-302	Terminal - Equipment/Furnishing Mtn	321	7,000	1,084	(763)
2,393	2,539	(146)	61075-302	Terminal - Roadway, Parking Lot	5,274	24,500	3,796	1,478
0	4,146	(4,146)	61080-302	Terminal - Contract Mowing	11,898	40,000	6,198	5,700
0	0	0	61081-302	Terminal - Lawn Treatment	450	0	0	450
1,252	5,182	(3,930)	61570-302	Terminal - Contract (Elevator)	11,170	50,000	7,747	3,423
3,264	4,146	(882)	61580-302	Terminal - Contract (Trash Service)	7,192	40,000	6,198	994
0	4,664	(4,664)	61610-302	Terminal - Other Contracts	200	45,000	6,972	(6,772)
0	10,364	(10,364)	61960-302	Terminal - Jetway Maintenance	1,287	100,000	15,493	(14,206)
5,360	5,182	178	61970-302	Terminal - IT Equipment & Services	9,212	50,000	7,747	1,465
0	1,244	(1,244)	61980-302	Terminal - FIDS System	1,438	12,000	1,860	(422)
$24,211	**$96,335**	**($72,124)**		**TOTAL TERMINAL AREA EXPENSE**	**$144,831**	**$929,500**	**$144,011**	**$820**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				AIR CARGO CENTER EXPENSE				
$149	$544	($395)	62560-303	Air Cargo Center: Utilities	$2,485	$12,000	$1,090	$1,395
0	45	(45)	62562-303	Air Cargo Center: Heating Fuel	0	1,000	91	(91)
0	136	(136)	62565-303	Air Cargo Center: HVAC Maintenance	0	3,000	273	(273)
94	680	(586)	62566-303	Air Cargo Center: Building Repairs	6,808	15,000	1,363	5,445
$243	**$1,405**	**($1,162)**		**TOTAL AIR CARGO EXPENSE**	**$9,293**	**$31,000**	**$2,817**	**$6,476**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				OTHER PROPERTIES EXPENSE				
$0	$151	($151)	62556-303	Other Prop: Non-Aviation Land	$0	$2,000	$249	($249)
0	528	(528)	62555-303	Other Prop: Other Buildings	4,649	7,000	871	3,778
1,495	3,020	(1,525)	62557-303	RAC Service Facility Utilities	5,780	40,000	4,977	803
4,897	3,775	1,122	62558-303	RAC Service Facility Maint	6,961	50,000	6,222	739
				OTHER BUILDING EXPENSE				
54	453	(399)	62010-303	Hamilton Road Garages - Utilities	1,664	6,000	747	917
				OTHER EXPENSE				
675	377	298	62580-303	Other Expense: Ice Expense	1,208	5,000	622	586
0	981	(981)	62581-303	Other Expense: Airline GSE Gasoline	0	13,000	1,617	(1,617)
$7,121	**$9,285**	**($2,164)**		**TOTAL OTHER PROPERTIES EXP.**	**$20,262**	**$123,000**	**$15,305**	**$4,957**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				FIXED BASE OPERATION EXPENSE				
$1,302	$0	$1,302	68000-319	FBO - Supplies	$3,471	$80,000	$0	$3,471
0	0	0	68002-319	FBO - Equipment Fuel	3,079	0	0	3,079
5,259	0	5,259	68004-319	FBO - Miscellaneous	5,363	0	0	5,363
0	11,692	(11,692)	68007-319	FBO - Salaries	0	152,000	23,384	(23,384)
0	923	(923)	68008-319	FBO - FICA	0	12,000	1,846	(1,846)
0	846	(846)	68009-319	FBO - Retirement	0	11,000	1,692	(1,692)
0	1,666	(1,666)	68010-319	FBO - Group Insurance	0	20,000	3,332	(3,332)
0	166	(166)	68011-319	FBO - General Personnel	0	2,000	333	(333)
0	0	0	68018-319	FBO - Titan Fuel Purchases	87,858	0	0	87,858
$6,561	$15,293	($8,732)			$99,771	$277,000	$30,587	$69,184

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				PUBLIC SAFETY DEPARTMENT EXPENSE				
$7,798	$933	$6,865	63040-304	Safety - Fire Hall Expense	$9,227	$12,000	$1,719	$7,508
0	311	(311)	63041-304	Safety - Fire Hall Heating Fuel	119	4,000	573	(454)
0	311	(311)	63100-304	Safety - Equipment/Furniture/Fixtures	75	4,000	573	(498)
4,994	3,808	1,186	63210-304	Safety - Equipment Maintenance	7,953	49,000	7,019	934
0	1,943	(1,943)	63420-304	Safety - Vehicle Fuel	0	25,000	3,581	(3,581)
1,864	3,497	(1,634)	63550-304	Safety - Training	3,287	45,000	6,446	(3,159)
581	1,515	(934)	63600-304	Safety - Uniforms	931	19,500	2,793	(1,862)
0	971	(971)	63650-304	Safety - Dues & Subscriptions	7,884	12,500	1,790	6,094
0	389	(389)	63670-304	Safety - Office Supplies	83	5,000	717	(634)
8	194	(186)	63700-304	Safety - General Expense	16	2,500	358	(342)
316	272	44	63730-304	Safety - Telephone & Internet	446	3,500	501	(55)
0	389	(389)	63740-304	Safety - Radios/Communications	0	5,000	717	(717)
0	194	(194)	63760-304	Safety - Medical & Psy Testing	250	2,500	358	(108)
8,098	155	7,943	63800-304	Safety - Medical Supplies	8,362	2,000	286	8,076
269	777	(509)	63910-304	Safety - ID's & Fingerprinting	494	10,000	1,432	(939)
0	39	(39)	63915-304	Safety - Security Parking	0	500	72	(72)
32,311	2,331	29,980	63985-304	Safety - Access Control	35,132	30,000	4,297	30,835
0	1,166	(1,166)	63986-304	Safety-Worker's Comp Insurance	1,178	15,000	2,149	(972)
8,307	2,692	5,615	63988-304	Safety - Overtime	9,087	35,000	5,384	3,703
2,735	3,000	(265)	63989-304	Safety - Part-Time Salaries	2,437	39,000	6,000	(3,563)
63,796	62,692	1,104	63990-304	Safety - Full-Time Salaries	110,869	815,000	125,384	(14,515)
5,460	5,346	114	63991-304	Safety - FICA Expense	8,843	69,500	10,692	(1,849)
5,873	6,154	(281)	63992-304	Safety - Retirement Expense	17,313	80,000	12,308	5,005
0	1,865	(1,865)	63994-304	Safety - General Personnel	0	24,000	3,438	(3,438)
18,362	17,873	489	63995-304	Safety - Group Insurance	38,485	230,000	32,944	5,541
$160,772	**$118,817**	**$41,955**		**TOTAL PUBLIC SAFETY EXPENSE**	**$262,471**	**$1,539,500**	**$231,531**	**$30,940**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				MAINTENANCE DEPARTMENT EXPENSE				
$34	$619	($585)	64020-305	Maintenance - Utilities	$1,920	$10,000	$1,618	$302
135	93	42	64030-305	Maintenance - Telephone	270	1,500	243	27
0	186	(186)	64050-305	Maintenance - Heating Fuel	57	3,000	486	(429)
175	743	(568)	64120-305	Maintenance - Building Repair	175	12,000	1,941	(1,766)
5,546	3,713	1,833	64150-305	Maintenance - Equipment Mtn	9,776	60,000	9,704	72
5,023	1,547	3,476	64610-305	Maintenance - Vehicle Fuel & Oil	8,232	25,000	4,043	4,189
6,794	743	6,051	64650-305	Maintenance - Tools & Hardware	7,084	12,000	1,941	5,143
0	526	(526)	64700-305	Maintenance - Training	0	8,500	1,375	(1,375)
1,221	619	602	64750-305	Maintenance - Uniforms	2,651	10,000	1,618	1,033
733	619	114	64800-305	Maintenance - General Expense	1,446	10,000	1,618	(172)
38,860	37,692	1,168	64900-305	Maintenance - Salaries	66,471	490,000	75,384	(8,913)
3,678	3,154	524	64901-305	Maintenance - FICA Expense	5,858	41,000	6,308	(450)
4,337	3,846	491	64902-305	Maintenance - Retirement Expense	12,466	50,000	7,692	4,774
11,664	2,308	9,356	64903-305	Maintenance - Overtime	14,996	30,000	4,616	10,380
14,722	11,183	3,539	64904-305	Maintenance - Group Insurance	31,980	180,700	29,227	2,753
0	557	(557)	64907-305	Maintenance - General Personnel	45	9,000	1,456	(1,411)
$92,922	**$68,148**	**$24,774**		**TOTAL MAINTENANCE EXPENSE**	**$163,427**	**$952,700**	**$149,270**	**$14,157**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				BUILDING SERVICES EXPENSE				
$5,370	$4,802	$568	65100-306	Building Services - Supplies	$13,489	$60,000	$9,354	$4,135
1,780	560	1,220	65105-306	Building Services - Equipment Purchase	2,026	7,000	1,091	935
0	136	(136)	65110-306	Building Services - Furniture & Fixtures	0	1,700	265	(265)
256	320	(64)	65115-306	Building Services - Equipment Mtn	649	4,000	623	26
982	720	262	65120-306	Building Services - Uniforms	1,326	9,000	1,403	(77)
180	200	(20)	65125-306	Building Services - General Expense	393	2,500	390	3
0	40	(40)	65130-306	Building Services - Snow Removal	0	500	78	(78)
31,034	33,077	(2,043)	65200-306	Building Services - Salaries	51,632	430,000	66,154	(14,522)
3,246	1,154	2,092	65205-306	Building Services - Overtime	6,811	15,000	2,308	4,503
2,502	2,615	(113)	65210-306	Building Services - FICA Expense	4,230	34,000	5,230	(1,000)
2,771	3,400	(629)	65220-306	Building Services - Retirement Expense	8,328	44,200	6,800	1,528
10,655	11,598	(943)	65230-306	Building Services - Group Insurance	21,365	144,900	22,592	(1,227)
0	440	(440)	65237-306	Building Services - General Personnel	0	5,500	857	(857)
0	160	(160)	65238-306	Building Services - Training	210	2,000	312	(102)
$58,776	**$59,222**	**($446)**		**TOTAL BUILDING SERVICES EXPEN**	**$110,459**	**$760,300**	**$117,457**	**($6,998)**

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Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				CUSTOMER EXPERIENCE EXPENSE				
$26	$145	($119)	65510-316	Customer Experience - Supplies	$34	$2,000	$292	($258)
0	6,538	(6,538)	65515-316	Customer Experience - Programs & Mat	0	90,000	13,147	(13,147)
0	145	(145)	65520-316	Customer Experience - Uniforms	0	2,000	292	(292)
0	218	(218)	65530-316	Customer Experience - Training	0	3,000	438	(438)
3,776	3,769	7	65535-316	Customer Experience - Salaries	6,795	49,000	7,538	(743)
267	292	(25)	65540-316	Customer Experience - FICA Expense	477	3,800	584	(107)
262	377	(115)	65545-316	Customer Experience - Retirement	899	4,900	754	145
1,599	1,351	248	65550-316	Customer Experience - Group Insurance	3,197	18,600	2,717	480
0	36	(36)	65556-316	Customer Experience - General Person	0	500	73	(73)
$5,930	**$12,871**	**($6,941)**		**TOTAL CUSTOMER EXPERIENCE EX**	**$11,402**	**$173,800**	**$25,835**	**($14,433)**

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PUBLIC PARKING EXPENSE

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
$33,769	$28,586	$5,183	69300-320	Parking: Salaries & Wages	$57,280	$289,000	$51,822	$5,458
2,508	2,176	332	69301-320	Parking: Payroll Taxes	4,233	22,000	3,945	288
0	148	(148)	69302-320	Parking: Uniforms	0	1,500	269	(269)
5,406	5,440	(34)	69303-320	Parking: Health Care & Retirement	10,664	55,000	9,862	802
0	495	(495)	69304-320	Parking: Garage Supplies	0	5,000	897	(897)
0	396	(396)	69306-320	Parking: Printing & Ticket Expense	93	4,000	718	(625)
0	346	(346)	69308-320	Parking: Office Supplies	7	3,500	627	(620)
0	49	(49)	69309-320	Parking: Office Equipment	0	500	89	(89)
0	989	(989)	69310-320	Parking: Repairs & Maint.	1,303	10,000	1,793	(490)
0	49	(49)	69314-320	Parking: License & Fees	30	500	89	(59)
40	49	(9)	69316-320	Parking: Liability & Other Insurance	80	500	89	(9)
1,320	851	469	69317-320	Parking: Worker's Comp	1,999	8,600	1,542	457
24	84	(60)	69318-320	Parking: Utilities-Water	96	850	152	(56)
0	593	(593)	69320-320	Parking: Utilities-Electricity	802	6,000	1,075	(273)
0	25	(25)	69322-320	Parking: Postage & Freight	3	250	45	(42)
475	495	(20)	69324-320	Parking: Telephone & Communications	475	5,000	897	(422)
7	49	(42)	69326-320	Parking: Recruiting Expense	11	500	89	(78)
111	0	111	69327-320	Parking: Advertising & Publicity	111	0	0	111
328	247	81	69328-320	Parking: Financial Services	698	2,500	448	250
10,364	7,765	2,599	69330-320	Parking: Credit Card Discount	16,736	78,500	14,076	2,660
0	396	(396)	69331-320	Parking: Truck Fuel	0	4,000	718	(718)
231	366	(135)	69332-320	Parking: Miscellaneous Expense	468	3,700	663	(195)
2,370	3,076	(706)	69334-320	Parking: Management Fee	4,740	31,100	5,576	(836)
$56,953	**$52,670**	**$4,283**		**TOTAL PUBLIC PARKING EXPENSE**	**$99,829**	**$532,500**	**$95,481**	**$4,348**

Tri-Cities Airport Authority

FY 2026 Operating Budget
8/31/2025

3:00:22 PM 10/15/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				TRADE DEVELOPMENT EXPENSE				
				FOREIGN TRADE ZONE EXPENSE				
0	11	(11)	69050-309	FTZ: Programs & Materials	0	200	25	(25)
0	56	(56)	69051-309	FTZ: Contract Services	750	1,000	127	623
0	11	(11)	69052-309	FTZ: Marketing & Advertising	0	200	25	(25)
0	56	(56)	69053-309	FTZ: Professional Affiliations	0	1,000	127	(127)
0	28	(28)	69054-309	FTZ: Subscriptions	0	500	64	(64)
0	28	(28)	69055-309	FTZ: Meetings, Registration	0	500	64	(64)
0	6	(6)	69057-309	FTZ: Special Events	0	100	13	(13)
0	56	(56)	69059-309	FTZ: Legal	0	1,000	127	(127)
0	**252**	**(252)**		**TOTAL FOREIGN TRADE ZONE EXP**	**750**	**4,500**	**572**	**178**
				ADMINISTRATIVE EXPENSE				
0	111	(111)	69070-309	DEV: ADMIN - Travel & Auto	0	2,000	253	(253)
0	6	(6)	69071-309	DEV: ADMIN - Airport Promotion	0	100	13	(13)
0	45	(45)	69072-309	DEV: ADMIN - Office Supplies	24	800	102	(78)
0	11	(11)	69073-309	DEV: ADMIN - Furniture & Equipment	0	200	25	(25)
0	56	(56)	69074-309	DEV: ADMIN - Communications	0	1,000	127	(127)
0	6	(6)	69075-309	DEV: ADMIN - Postage & Courier	0	100	13	(13)
0	6	(6)	69076-309	DEV: ADMIN - Printing & Forms	0	100	13	(13)
0	8	(8)	69077-309	DEV: ADMIN - Staff Training	0	150	19	(19)
0	**249**	**(249)**		**TOTAL ADMINISTRATIVE EXPENSE**	**24**	**4,450**	**565**	**(541)**
				PERSONNEL COST				
9,011	9,015	(4)	69080-309	DEV: Salaries	15,876	117,200	18,030	(2,154)
659	700	(41)	69082-309	DEV: FICA	1,154	9,100	1,400	(246)
1,808	1,831	(23)	69083-309	DEV: Retirement	5,827	23,800	3,662	2,165
2,244	1,449	795	69084-309	DEV: Group Insurance	4,488	26,000	3,296	1,192
0	67	(67)	69086-309	DEV: General Personnel	0	1,200	152	(152)
13,722	**13,062**	**660**		**TOTAL PERSONNEL COST**	**27,345**	**177,300**	**26,540**	**805**
$13,722	**$13,563**	**$159**		**TOTAL TRADE DEVELOPMENT EXP**	**$28,119**	**$186,250**	**$27,677**	**$442**

Tri-Cities Airport Authority

FY 2026 Operating Budget

3:01:15 PM 10/15/2025

8/31/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				MARKETING & AIR SERVICE DEV EXPENSE				
				AIRPORT & COMMUNITY RELATIONS				
$5,418	$972	$4,446	67215-308	Marketing - Advertising	$7,918	$15,000	$3,215	$4,703
1,180	2,593	(1,413)	67225-308	Mkt - Website, Programs & Materials	3,776	40,000	8,575	(4,799)
0	1,945	(1,945)	67244-308	Marketing - Community Relations	740	30,000	6,432	(5,692)
				AIR SERVICE DEVELOPMENT				
1,442	1,945	(503)	67291-308	Marketing - Research & Development	2,938	30,000	6,432	(3,494)
8,195	8,428	(233)	67292-308	Marketing - Consulting Services	16,429	130,000	27,870	(11,441)
0	2,269	(2,269)	67293-308	Marketing - Airline Relations	7,236	35,000	7,503	(267)
9,055	27,228	(18,173)	67294-308	Marketing - Marketing Initiative	50,981	420,000	90,040	(39,059)
				MARKETING SUPPORT				
0	2,723	(2,723)	67262-308	Marketing - Travel	2,215	42,000	9,004	(6,789)
0	117	(117)	67264-308	Marketing - Auto & Fuel	0	1,800	386	(386)
475	182	293	67272-308	Marketing - Professional Afflilations	845	2,800	601	244
0	259	(259)	67285-308	Marketing - Supplies & Misc	0	4,000	857	(857)
5	169	(164)	67287-308	Mkt - Phones & Data Communications	5	2,600	558	(553)
11,660	11,615	45	67900-308	Marketing - Salaries	20,346	151,000	23,230	(2,884)
864	923	(59)	67901-308	Marketing - FICA Expense	1,500	12,000	1,846	(346)
810	1,154	(344)	67903-308	Marketing - Retirement Expense	2,565	15,000	2,308	257
2,440	1,822	618	67905-308	Marketing - Group Insurance	4,877	28,100	6,024	(1,147)
0	130	(130)	67911-308	Marketing - General Personnel	0	2,000	429	(429)
16,254	**19,094**	**(2,840)**		**SUB-TOTAL MARKETING SUPPORT**	**32,353**	**261,300**	**45,243**	**(12,890)**
$41,544	**$64,474**	**($22,930)**		**TOTAL MARKETING & AIR SERVICE**	**$122,371**	**$961,300**	**$195,310**	**($72,939)**

Tri-Cities Airport Authority

FY 2026 Operating Budget
8/31/2025

3:02:22 PM 10/15/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				GROUND HANDLING SERVICES EXPENSE				
$0	$190	($190)	68921-310	GHS - Supplies	$11,392	$2,500	$460	$10,932
133	683	(550)	68923-310	GHS - Equipment Maintenance	536	9,000	1,655	(1,119)
0	152	(152)	68925-310	GHS - Equipment Fuel	0	2,000	368	(368)
162	91	71	68926-310	GHS - Telephone & Communication	162	1,200	221	(59)
916	76	840	68927-310	GHS - Miscellaneous	1,226	1,000	184	1,042
(100)	0	(100)	68928-310	GHS - 3rd Party Services	(100)	0	0	(100)
0	152	(152)	68929-310	GHS - Staff Training	0	2,000	368	(368)
0	607	(607)	68930-310	GHS - Uniforms	5,057	8,000	1,471	3,586
22,760	5,231	17,529	68931-310	GHS - Salaries	38,367	68,000	10,462	27,905
0	13,846	(13,846)	68932-310	GHS - Part-time	0	180,000	27,692	(27,692)
1,721	1,462	259	68933-310	GHS - FICA	2,894	19,000	2,924	(30)
369	478	(109)	68935-310	GHS - Retirement	893	6,300	1,158	(265)
0	2,124	(2,124)	68937-310	GHS - Group Insurance	0	28,000	5,148	(5,148)
65	228	(163)	68939-310	GHS - General Personnel	65	3,000	552	(487)
$26,026	**$25,320**	**$706**		**TOTAL GND HANDLING SVCS EXP**	**$60,492**	**$330,000**	**$52,663**	**$7,829**

Tri-Cities Airport Authority

FY 2026 Operating Budget
8/31/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				AIRPORT BUSINESS DEVELOPMENT EXPENSE				
$4,000	$289	$3,711	68950-318	Business Dev: Partnerships	$4,000	$6,000	$589	$3,411
0	482	(482)	68952-318	Business Dev: Programs & Materials	68	10,000	981	(913)
0	1,445	(1,445)	68954-318	Aerospace Industry Travel	0	30,000	2,943	(2,943)
6,080	3,611	2,469	68956-318	Aerospace Park Marketing	10,368	75,000	7,356	3,012
0	2,648	(2,648)	68958-318	Aerospace Park Contracted Services	0	55,000	5,394	(5,394)
0	241	(241)	68960-318	Aerospace Park Website	0	5,000	491	(491)
$10,080	**$8,716**	**$1,364**		**TOTAL AIR BUSINESS DEV EXP.**	**$14,436**	**$181,000**	**$17,754**	**($3,318)**

Tri-Cities Airport Authority

FY 2026 Operating Budget

8/31/2025

3:03:14 PM 10/15/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
				ADMINISTRATIVE DEPARTMENT EXPENSE				
$1,200	$4,305	($3,105)	66010-307	Admin - Auditing	$1,200	$62,000	$9,223	($8,023)
1,536	2,083	(548)	66030-307	Admin - Legal	1,536	30,000	4,463	(2,928)
0	20,828	(20,828)	66060-307	Admin - Insurance & Bonding	26,244	300,000	44,624	(18,380)
13,757	2,083	11,674	66210-307	Admin - Dues & Subscriptions	16,046	30,000	4,463	11,583
11,464	2,499	8,965	66260-307	Admin - Consulting Services	18,424	36,000	5,354	13,070
0	1,736	(1,736)	66300-307	Admin - Engineering Services	250	25,000	3,719	(3,469)
402	347	55	66550-307	Admin - Furniture & Fixtures	402	5,000	744	(342)
108	347	(239)	66560-307	Admin - Office Equipment	309	5,000	744	(435)
688	694	(6)	66570-307	Admin - Office Supplies	1,058	10,000	1,487	(429)
1,718	1,840	(122)	66660-307	Admin - Telephone & Internet	3,419	26,500	3,942	(523)
84	2,569	(2,485)	66750-307	Admin - Office Equipment Maintenance	192	37,000	5,504	(5,312)
6,684	2,083	4,601	66850-307	Admin - General Administrative	10,012	30,000	4,463	5,549
0	278	(278)	66861-307	Admin - Education & Training	0	4,000	595	(595)
2,184	2,083	101	66940-307	Admin - Seminars & Conferences	2,184	30,000	4,463	(2,279)
221	104	117	66970-307	Admin - Postage & Shipping	454	1,500	223	231
79,268	88,462	(9,194)	66990-307	Admin - Salaries	130,972	1,150,000	176,924	(45,952)
4,656	7,231	(2,575)	66991-307	Admin - FICA Expense	8,950	94,000	14,462	(5,512)
6,941	8,462	(1,521)	66992-307	Admin - Retirement Expense	21,935	110,000	16,924	5,011
14,474	11,456	3,018	66994-307	Admin - Group Insurance	29,919	165,000	24,544	5,375
1,200	2,222	(1,022)	66996-307	Admin - General Personnel	9,151	32,000	4,760	4,391
0	(1,736)	1,736	67001-307	Admin - Capitalized Salaries (Projects)	0	(25,000)	(3,719)	3,719
$146,585	**$159,976**	**($13,391)**		**TOTAL ADMINISTRATIVE EXP.**	**$282,657**	**$2,158,000**	**$327,906**	**($45,249)**

Tri-Cities Airport Authority

FY 2026 Operating Budget

3:04:32 PM 10/15/2025

8/31/2025

Current Actual	Current Budget	Dollar$ Variance	General Ledger		Year-to Date	Approved Budget	Year-to-Date Budget	Year-to-Date $ Variance
$81,816	$71,134	$10,682		Airline Landing Fees	$167,015	$836,620	$142,796	$24,219
152,713	152,114	599		Airline Rents	306,103	1,818,600	304,211	1,892
234,529	**223,248**	**11,281**		**TOTAL AIRLINE REVENUE**	**473,118**	**2,655,220**	**447,007**	**26,111**
98,382	99,784	(1,402)		General Aviation	196,770	1,191,650	195,659	1,111
9,053	8,989	64		Air Cargo	17,385	107,500	17,951	(566)
342,028	271,215	70,813		Parking Revenue	695,520	3,170,245	538,682	156,838
186,309	141,338	44,971		Rental Car Revenue	381,409	1,874,700	297,129	84,280
19,049	20,958	(1,909)		Terminal Concessions	39,916	251,500	41,916	(2,000)
10,142	9,349	793		Terminal Space Rents	20,304	112,200	18,698	1,606
50,901	29,266	21,635		Other Revenues	99,913	365,800	59,023	40,890
715,864	**580,899**	**134,965**		**TOTAL NON-AIRLINE REVENUE**	**1,451,217**	**7,073,595**	**1,169,058**	**282,159**
950,393	**804,147**	**146,246**		**TOTAL REVENUE**	**1,924,335**	**9,728,815**	**1,616,065**	**308,270**
38,326	41,074	(2,748)		Airfield Area	76,568	279,500	64,690	11,878
9,366	7,571	1,795		Aviation Properties	11,741	73,000	22,113	(10,372)
24,211	96,335	(72,124)		Terminal Area	144,831	929,500	144,011	820
243	1,405	(1,162)		Air Cargo Center	9,293	31,000	2,817	6,476
7,121	9,285	(2,164)		Other Properties	20,262	123,000	15,305	4,957
6,561	15,293	(8,732)		Fixed Base Operation	99,771	277,000	30,587	69,184
160,772	118,817	41,955		Public Safety	262,471	1,539,500	231,531	30,940
92,922	68,148	24,774		Maintenance Dept.	163,427	952,700	149,270	14,157
58,776	59,222	(446)		Janitorial Dept.	110,459	760,300	117,457	(6,998)
5,930	12,871	(6,941)		Airport Services	11,402	173,800	25,835	(14,433)
56,953	52,670	4,283		Public Parking	99,829	532,500	95,481	4,348
13,722	13,563	159		Trade Development	28,119	186,250	27,677	442
41,544	64,474	(22,930)		Marketing Dept.	122,371	961,300	195,310	(72,939)
26,026	25,320	706		Ground Handling Services	60,492	330,000	52,663	7,829
10,080	8,716	1,364		Airport Business Dev	14,436	181,000	17,754	(3,318)
146,585	159,976	(13,391)		Administrative	282,657	2,158,000	327,906	(45,249)
699,138	**754,740**	**(55,602)**		**TOTAL EXPENSES**	**1,518,129**	**9,488,350**	**1,520,407**	**(2,278)**
$251,255	**$49,407**	**$201,848**			**$406,206**	**$240,465**	**$95,658**	**$310,548**

Director of Marketing and Air Service Development,

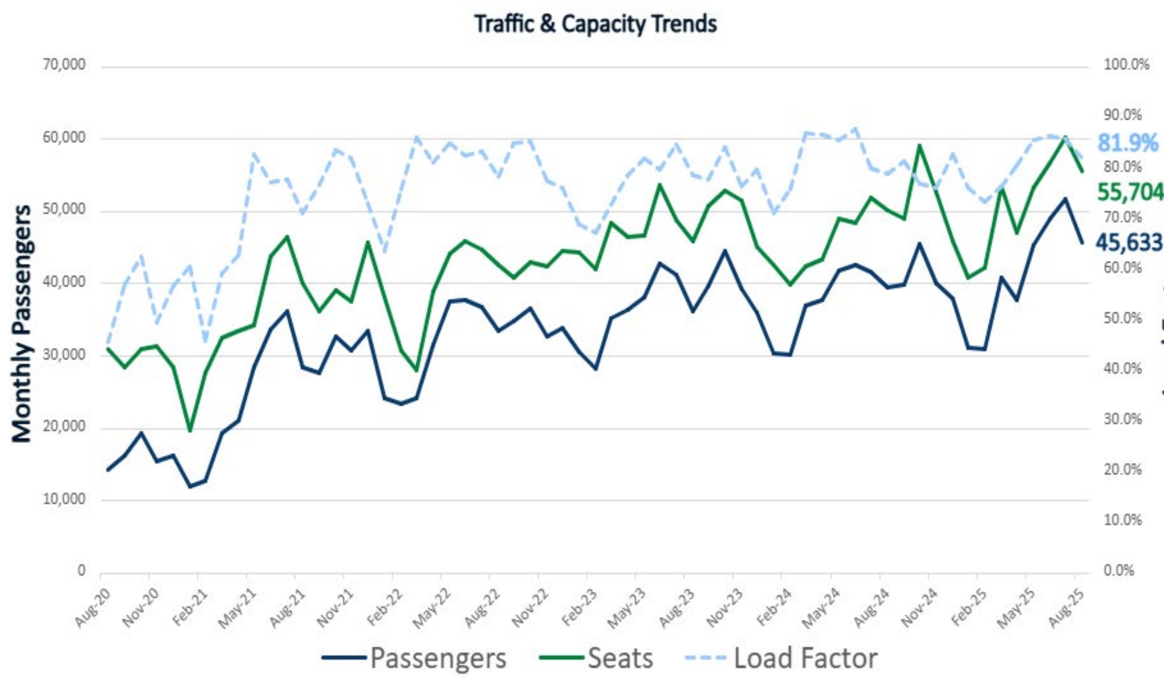
Trevor Rice

Tri-Cities Airport Authority
October 23, 2025

REPORT:

Air Service Development & Marketing Report

Air Service Development:



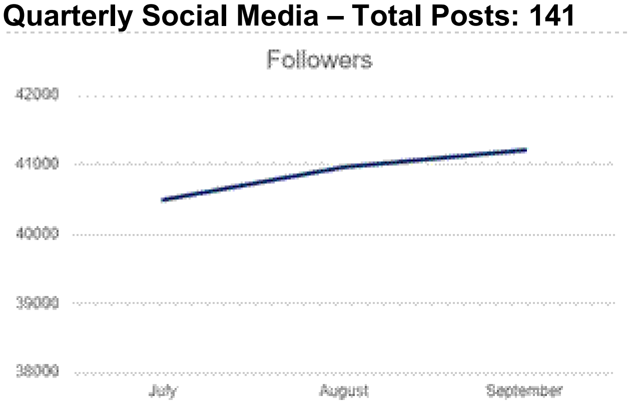
Traffic & Capacity Trends (Latest Available: August 2025)		
Metric	**August 2025**	**YoY Change**
Passengers	45,633	+15.2%
Seats	55,704	+11.1%
Load Factor	81.9%	+3.7%

Projected Seat Capacity (Forward-Looking)		
Month	**Projected Seats**	**YoY Change**
November	26,301	0%
December	27,363	+20%
January	26,730	+19%
February	25,658	+18%
March	30,274	+11%

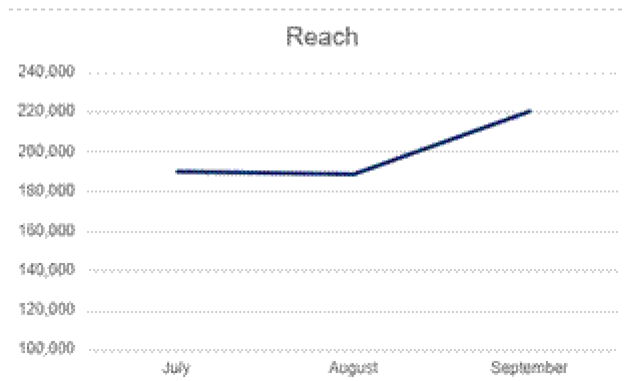
Airline Schedules (September - January)				
Airline	**Route**	**Frequency**	**Aircraft**	**Notable Changes**
Allegiant	PIE (St. Pete)	---	---	Seasonal service returns Feb. 13, 2026
	SFB (Orlando)	Mix 2x/3x	A319/A320, B737	Stable
American	CLT (Charlotte)	Avg. 6 daily	ERJ-145	Stable
	DFW (Dallas)	2x/day (through Dec 31*) → Mix 1x/2x daily (Jan-March)	ERJ-175/170, CRJ 900	Stable
Breeze	MCO (Orlando)	2x/week	A220	NEW
	IAD (Washington, DC)	2x/week	A220	NEW
Delta	ATL (Atlanta)	Avg. 5 daily	CRJ-700/900	B717 stops end of December

Advertising, Community Relations, Customer Experience:

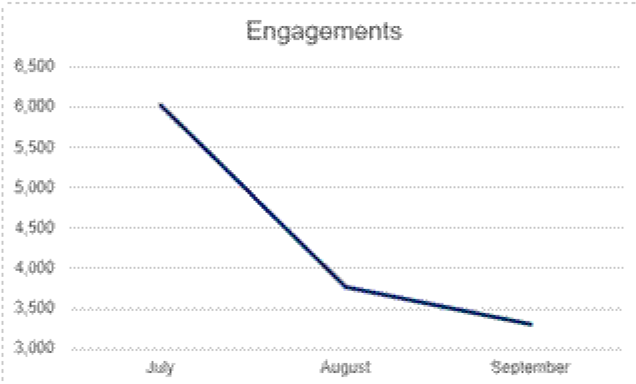
Quarterly Social Media – Total Posts: 141

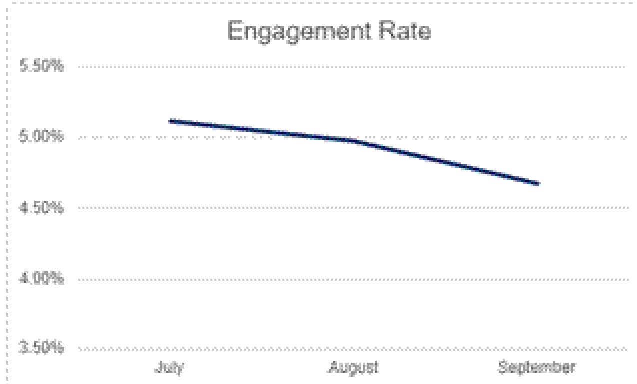


Total Followers: 41,211



Total Reach: 598,426





Total Engagements: 13,109 Average Engagement Rate: 4.92%

Overall, social media performance in Q3 remained strong, with consistent reach and steady audience growth across all platforms.

Facebook led overall performance for the quarter, driven by the Breeze Airways announcement, Speedway Classic coverage, and early fall content. Instagram continued to perform well with high engagement rates, bolstered by the Bristol Rhythm & Roots Reunion giveaway. LinkedIn saw steady growth and strong engagement from community and milestone-focused posts, while TikTok showed continued momentum in reach and audience expansion through the use of trend-based content.

Although engagements showed a slight dip over the quarter, this reflects a strategic focus on informative and campaign-driven content rather than engagement-heavy posts. Q3 content successfully met its goals of informing, promoting key announcements, and maintaining brand visibility. In Q4, efforts will shift toward reintroducing more engagement-focused content to balance awareness with interaction.

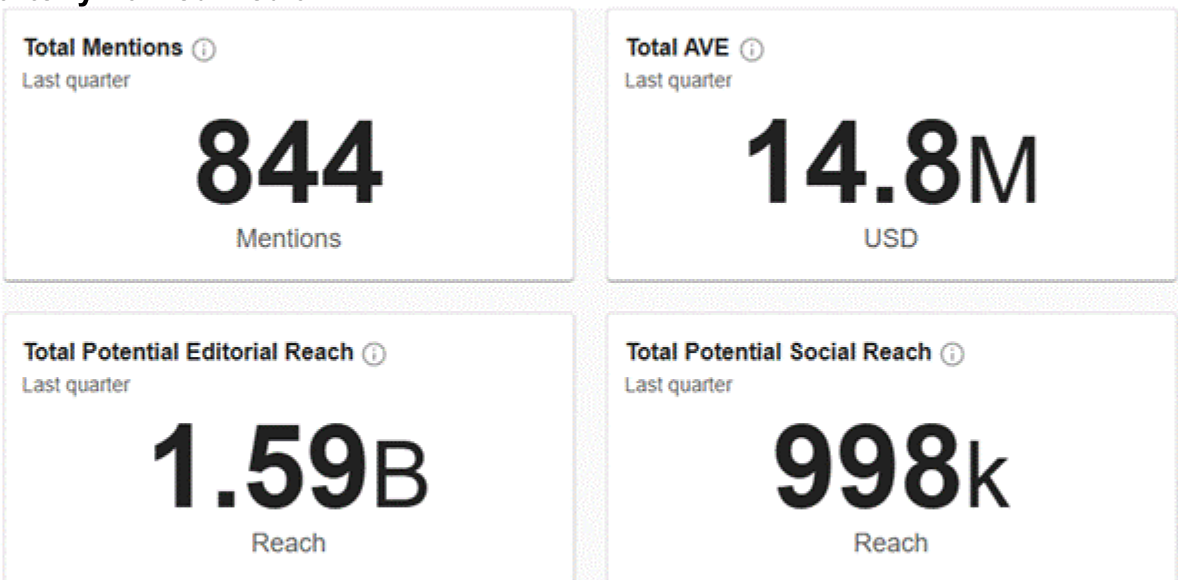
Quarterly Email - Total Campaigns: 2

Email performance remained strong in Q3, with higher open and click rates compared to the previous quarter, indicating strong audience interest and effective targeting. Campaign content this quarter focused on timely, relevant topics including the Breeze Airways announcement and National Coloring Day, both of which generated strong engagement.

While fewer campaigns were sent overall, performance quality improved. Open rates increased from 42.7% to 48%, and unsubscribe rates declined slightly. The email list also grew by about 2.7%, supported by in-person engagement and signups at community events such as the Meet the Mountains Festival and ETSU Volleyball Tournament.

Overall, Q3 results show continued audience growth and engagement with airport communications, with plans to maintain momentum through more frequent sends and seasonal travel content in Q4.

Quarterly Earned Media:



Earned media remained strong this quarter, with the Breeze new service announcement driving a majority of the coverage. Event coverage & travel blogs also contributed to successful earned media this quarter. Overall performance saw strong growth in reach and value compared to the previous quarter, reflecting continued momentum and positive brand sentiment.

Paid Media

The Fly Local advertising campaign continues across a mix of tactics including programmatic display, paid search, paid social, cable, OTT, billboards, mixed digital and broadcast, and radio. Updated creative has been implemented this quarter, with additional materials in development to incorporate Breeze Airways messaging and promote the two new routes launching in December. While the core Fly Local message remains central, new “Thank You for Flying Local” creative is being introduced to highlight how community support leads to expanded air service options.

Community/Passenger Engagement

Community connection remained a key focus this quarter. Beyond the Breeze Airways announcement event, we also hosted a Regional Leadership Forum and a General Aviation Lunch & Learn. Both events provided an open forum for community members and leaders to discuss important topics with the airport.

Out in the community, we connected with travelers and neighbors at the Meet the Mountains Festival, the ETSU Volleyball Tournament (as both sponsor and exhibitor), and an ETSU football tailgate. Each event provided valuable opportunities to strengthen relationships, share updates, and connect with our community.

Since the August TCAA meeting:

- Hosted Regional Leadership Forum at TRI
- Attended Breeze Airways Conference and met with network planners and marketing.
- Visited SkyWest Airlines Headquarters to continue promoting ORD service.

- Staff responded to Breeze Airways Ground Handling Services RFP.
- Hosted NETTA's Hospitality & Tourism Class.
- Participated in monthly ACI-NA Air Service Committee Steering Group meeting.
- Staff met with community partners regarding upcoming tours.
- Staff provided air service data to community partners.
- Staff attended the Economic Development Committee.
- Staff attended NBAA-BACE Trade Show to promote future FBO.
- Staff participated in internal meetings to discuss the FBO transition.
- Hosted a General Aviation Lunch & Learn
- Staff participated in meetings with fuel provider to discuss the FBO branding.
- Selected a name for the new FBO
- Represented TRI at community events.
- Participated in internal meetings discussing various updates and possible improvements at TRI.
- Met with potential in-airport advertisers.
- Provided multiple airport tours.
- Handled media inquiries and scheduled interviews.
- The Marketing Team met regularly to discuss current and upcoming projects.

Submitted by: Trevor Rice
Director of Marketing & Air Service Development

Director Business Development,

Mark Canty

REPORT:

Business Development

Summary:

- Turtleson LLC's usage-driven site application was approved by the Foreign-Trade Zones (FTZ) Board. Turtleson will now work with Customs and Border Protection to complete the activation stage of becoming an FTZ operator.

- I worked with The Greene County Partnership to help a site location prospect understand how our local zone is structured. I have also been assisting Greene County company Alfatec to understand FTZ and quantify any benefits they might have by activating as a user.

- We continue to have discussions with all three finalists from our Aerospace Park Spec Hangar RFQ.

- I worked with a local pharmaceutical company CEO to locate hangar space for their corporate aircraft.

- I attended NBAA-BACE in Las Vegas in October.

- I attended two nights of NETWORKS Sullivan Partnership's Red Carpet Tour for site selection consultants.

- I continue to work with a local business owner who plans to build a hangar for multiple tenants.

- We met with a local group who had interest in building a business jet hangar for one or multiple aircraft.

- I assisted NETWORKS Sullivan Partnership with a response to a site location project.

Submitted by: Mark Canty

Director of Business Development

Operations Report

Chief Operating Officer, David Jones

Tri-Cities Airport Authority
October 23, 2025

REPORT:

Capital Project Update

FY 2023 CAPITAL PROJECTS

1. **Airport Master Plan Update Project (Professional Services)**

   Atkins Realis - FAA will be reviewing the ALP and Exhibit A for final approval. Airport Financials and Capital Improvement Program will be finalized in the coming months.

Project Amount	$ 1,432,847.00
Estimated Project Percent Completion	90%

2. **Airport Terminal Public Adress System Improvements Project (Design/Bid)**

   Meade & Hunt - The consultant completed the project design, cost analysis, planning and budget estimating for a construction project. Bids for the work are forthcoming.

Project Amount	$ 141,070.00
Estimated Project Percent Completion	100%

FY 2025 CAPITAL PROJECTS

1. **Airport - Public Parking Lot Expansion (Construction)**

   Summers and Taylor, Inc. – Phase 1 asphalt binder paving and electrical light poles are complete, contractor continues finish grading, preparing subgrade stabilization for base stone in Phase 2, installing pedestrian sidewalk, electrical systems and parking controls.

Project Amount	$ $ 2,684,006.50
Estimated Project Percent Completion	65%

2. **Airport - Twy A Extension, Twy C Removal West of Rwy 23 and Rwy 5 RSA Improvements (Construction)**

   Summers and Taylor, Inc. - The contractor began Twy A base stone and asphalt paving, substantial completion for the Rwy 5 RSA bank stabilization, temporary pavement markings, electrical lighting, signage, generator, erosion control and demolition.

Project Amount	$ $ 7,375,279.00
Estimated Project Percent Completion	65%

3. Airport – Parking and Revenue Control System (PARCS) (Construction)

Amano McGann, Inc. - The contractor installed conduit, fiber and prepared ingress/egress parking lot concrete islands for new equipment.

Project Amount	$	806,792.00
Estimated Project Percent Completion		35%

4. Airport – Terminal/Concourse – Passenger Check Point Improvements (Construction)

Comsa Construction, Inc. - The contractor is currently preparing submittal logs, delivery of material coordination and setting up project mobilization.

Project Amount	$	9,434,600.00
Estimated Project Percent Completion		5%

5. Airport – Twy A Bank Slide Rehabilitation (Construction)

Baker Construction Services. - The contractor is currently preparing project mobilization, project files, access badging and submittal logs

Project Amount	$	321,324.15
Estimated Project Percent Completion		5%

Submitted by: David W. Jones
Chief Operating Officer

President/CEO,
Gene Cossey

Verbal Report