Agenda

Public Facilities Committee

June 16, 2025, 4:00 p.m., Legislative Chambers

Livestreamed on YouTube

Gerace Office Building, Mayville, NY

- A. Call to Order
- B. Approval of Minutes (5/19/25)
- C. Privilege of the Floor
- 1. <u>Proposed Resolution</u> Authorize the Renewal of Lease Agreement with the Town of Chautauqua
- 2. <u>Proposed Resolution</u> Authorize Lease Agreement at the Chautauqua County-Jamestown Airport (JHW) for parking lot space with Federal Express Corporation, A Delaware Corporation
- 3. <u>Proposed Resolution</u> Authorize Ground Lease with The Aerie JHW LLC at Chautauqua County Airport Jamestown
- 4. <u>Other –</u>

CHAUTAUQUA COUNTY RESOLUTION NO.

| | RESOLUTION NO | |
|------------|--|-------|
| TITLE: | Authorize the Renewal of Lease Agreement with the Town of Chautauqua | |
| BY: | Public Facilities, Public Safety and Audit & Control Committees: | |
| AT THE REC | UEST OF: County Executive Paul M. Wendel, Jr.: | |
| | EAS, pursuant to County Resolutions 91-06, 154-10, and 215-20 the Countice space from the Town of Chautauqua for the County Office of Emerger | |
| | EAS, with the expiration of the existing lease, the County would like to e agreement with the Town of Chautauqua so the County may continue | |
| | EAS, it is appropriate for the County to lease such space from the Town order to continue Emergency Services in Chautauqua County; and | n of |
| | EAS, the Town of Chautauqua is willing to continue to lease to the Couccupied space in its Municipal Building; and | ınty |
| | EAS, based on year-to-date performance, the Department is confident thin budget without an amendment at this time; now therefore be it | hey |
| | VED, That the County Executive is hereby authorized and empowered to ent with the Town of Chautauqua, 2 Academy St, Mayville, in accordance v | |
| 1. Pren | ises: Approximately 6,978 square feet at 2 Academy Street, Mayville, N | Y |
| 2. Terr | : One 10-year term. | |
| 3. Ren | 7/2025 thru 6/2027 - \$1,744.50 per month (\$20,934.00 annually) 7/2027 thru 6/2029 - \$2,326.00 per month (\$27,912.00 annually) 7/2029 thru 6/2031 - \$2,907.50 per month (\$34,890.00 annually) 7/2031 thru 6/2033 - \$3,489.00 per month (\$41,868.00 annually) 7/2033 thru 6/2035 - \$4,070.50 per month (\$48,846.00 annually) | |
| 4. Utili | Water, sewer, gas, electricity and other services and utilities used by Tenant on the Leased Premises are included as part of the rent. | y the |
| 5. Othe | : As negotiated by the County Executive. | |
| | | |
| | OVED | |
| VET(| ES (VETO MESSAGE ATTACHED) | |

Date

County Executive

| CHAUTAUQUA COUNTY | |
|-------------------|--|
| RESOLUTION NO. | |

TITLE: Authorize Lease Agreement at the Chautauqua County-Jamestown Airport (JHW)

for parking lot space with Federal Express Corporation, A Delaware Corporation

BY: Public Facilities and Audit & Control Committees:

AT THE REQUEST OF: County Executive Paul M. Wendel, Jr.:

WHEREAS, the County owns and operates the Chautauqua County Jamestown Airport in the Town of Ellicott in a manner that provides services and facilities on a non-exclusive basis for the general use of the public and to enhance current and future economic development in the County; and

WHEREAS, the County has received a request to lease parking lot space at the Jamestown Airport in the large parking lot in front of the main terminal building for the purpose of employee parking; and

WHEREAS, pursuant to Local Law 6-2000 a public hearing is not required for airport leases that have a term of less than one (1) year; now therefore be it

RESOLVED, That the A Fund be appropriated as follows:

DECREASE THE USE OF FUND BALANCE:

A.----.917.0000 Unassigned Fund Balance – Unassigned Fund Balance

\$3,000

; and be it further

RESOLVED, That the Director of Finance is hereby authorized and directed to make the following changes to the 2025 Adopted Budget:

INCREASE REVENUE ACCOUNT:

A.5610.5610.R177.0000

Departmental Income- Fees & Rental: Airport

\$3,000

; and be it further

RESOLVED, That the County Executive is authorized and empowered to execute an agreement to lease parking lot space with Federal Express Corporation, A Delaware Company in front of the Jamestown Airport main terminal building in conformance with FAA regulations and to include substantially the following terms and conditions:

- 1. <u>Term.</u> Six months commencing on July 1, 2025, and terminating on December 31, 2025 with option to renew.
- 2. <u>Premises.</u> Forty-four (44) parking spaces in the large parking lot in front of the Terminal Building.
- 3. <u>Payment</u>. Tenant shall pay County a monthly fixed rental fee of Five Hundred and No/100 Dollars (\$500.00).
- 4. Other. As negotiated by the County Executive.

| APPROVED VETOES (VETO M | MESSAGE ATTACHED) |
|-------------------------|-------------------|
| County Executive | Date |

CHAUTAUQUA COUNTY RESOLUTION NO.

TITLE: Authorize Ground Lease with The Aerie JHW LLC at Chautauqua County Airport Jamestown

Public Facilities and Audit & Control Committees:

AT THE REQUEST OF: County Executive Paul M. Wendel, Jr.:

BY:

WHEREAS, the County owns and operates the Chautauqua County Airport Jamestown in the Town of Ellicott in a manner that provides services and facilities on a non-exclusive basis for the general use of the public and to enhance current and future economic development in the County; and

WHEREAS, The Aerie JHW LLC, is interested in a long-term ground lease for their corporate hangar located at Jamestown Airport; and

WHEREAS, the Airport Commission has considered and recommends the acceptance of the negotiated lease; and

WHEREAS, pursuant to New York State General Municipal Law §352(5), a public hearing authorized by Resolution 153-25 was held on June 25, 2025, and all persons appearing thereat were heard; and

WHEREAS, this revenue is included in the 2025 Budget so an amendment is not needed; now therefore be it

RESOLVED, That the County Executive is authorized and empowered to execute an agreement with The Aerie JHW LLC., to lease ground space at the Chautauqua County Airport Jamestown improved by Lessee's hangar, located in the western portion of the property in conformance with FAA regulations and to include substantially the following terms and conditions:

- 1. <u>Term.</u> Commencing July 1, 2025 and terminating June 30, 2035 with two (2) options to renew for additional ten (10) year terms, and a ninety (90) day cancellation notice by either party.
- 2. <u>Premises.</u> Ground lease for area owned by County, improved by Lessee's hangar, located in the western portion of the property.
- 3. <u>Payment</u>. Tenant shall pay rent to County annually, as follows, on or before July 1st of each year for the full calendar year: First year (2025) \$2,000; Beginning in 2026 through the end of the lease term, there will be a two percent (2%) increase per year, compounded annually.
- 4. Other. As negotiated by the County Executive.

| APPROVED | |
|----------|-------------------|
| | MESSAGE ATTACHED) |