

Thanks for the opportunity to speak

Name address

My family owns a business at the Ogden Airport. In 1985, we were awarded a GSA contract with the US Forest Service to build a hangar for aircraft firefighting equipment at Ogden Airport. Since that time, the USFS has called our facility home and we had been given regular lease renewals by Ogden City

In 2005 we added a \$3.5 million addition to our facility and in exchange for our investment; we received a 20 year lease with options to renew.

In 2018 based on the USFS's needs, we informed Ogden City of our need to expand again and invested another \$1.4M. With this level of investment, we expected a minimum of a 20-year lease and after an extensive waiting period, which caused concern by our tenant, on January 1, 2020, the City was only willing to give us a 15 year lease for our large investment.

Then Ogden changed all rules for leases with their title 8 ordinance passed on April 2021, 4 months after signing

the 15 year lease essentially making our already signed agreement worthless.

Additionally, at that time, the City introduced a sub-tenant lease agreement with new requirements by the City. Included in this document was a demand to know the amount of rent being paid by the subtenant. Because the City Attorney misinterpreted the FAA grant assurance language, he believed the Federal government (USFS) should be treated the same as a private hangar owner. The FAA language read, "Similarly situated tenants." Why would a City attorney believe the USFS is similarly situated to a private hangar owner?

The United States Government (GSA) has continued to refuse to sign the subtenant lease stating it is one of the most illegal documents they had ever seen. For example, Ogden City actually expects me, the landlord, to insure the planes that are in my hangar and owned by the government. Additionally, Ogden City, without any financial interest, insists on being named first on the insurance policy for the building.

And now the punch line and why we are here. Because the Federal government would not sign the City's illegal subtenant lease agreement, I was given a notice by the

airport manager to evict the USFS from my property which I refused to do. The incredible act of evicting the USFS from this strategic location would jeopardize fire fighting capability throughout the Western US. I have provided this eviction document by Ogden City to the committee.

To summarize, what I have shared with you is an example of what happens when a City attorney attempts to make policy for a municipality, Ogden City. It neither reflects financial, safety, or common sense and has done nothing to improve the financial well being of Ogden City if that was the original intent.

Ogden City is in desperate need of help from the State Legislature for the sake and safety of all of the State of Utah.

Thank you

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Forest Service RFP

Greiner, Jon <JonGreiner@ogdencity.com>

Thu 8/31/2017 10:09 AM

To: Williams, Gary <GaryWilliams@ogdencity.com>

Cc: Christopoulos, Tom <TomChristopoulos@ogdencity.com>; tnroofing@hotmail.com <tnroofing@hotmail.com>

Gary;

The U.S. Forest Service has opened up a RFP for a building on the airport on a twenty year lease. To date the Crozier family has been providing that building and leasing it to the Forest Service. Please find attached the previous letter issued by the Ogden Airport guaranteeing the total length of lease for the Crozier family.

Representatives of the Crozier family were in today to request a similar letter covering the next twenty years be issued to them so they can put it with their bid package on the RFP. Is this a letter that can be issued by airport administration or should it come from the city attorney's office?

This is a time sensitive request, the bid package has to be submitted, with the letter, within the next 25 days.

Thanks

Jon

Sent from Mail for Windows 10

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Form - Notice of Default - Failure to Obtain Subtenant Approval - Crozier

Final Audit Report

2021-08-10

Created:	2021-08-10
By:	Kathryn Johnson (kathrynj@ogdencity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJB-USvdSnHCwBlq0D/S6LJEiMISSYh-

"Form - Notice of Default - Failure to Obtain Subtenant Approval - Crozier" History

-  Document created by Kathryn Johnson (kathrynj@ogdencity.com)
2021-08-10 - 6:12:46 PM GMT - IP address: 73.20.14.195
-  Document emailed to Bryant Garrett (bryantg@ogdencity.com) for signature
2021-08-10 - 6:13:06 PM GMT
-  Email viewed by Bryant Garrett (bryantg@ogdencity.com)
2021-08-10 - 6:18:44 PM GMT - IP address: 107.77.208.110
-  Document e-signed by Bryant Garrett (bryantg@ogdencity.com)
Signature Date: 2021-08-10 - 6:19:07 PM GMT - Time Source: server- IP address: 107.77.208.110
-  Agreement completed.
2021-08-10 - 6:19:07 PM GMT

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Bryant Garrett
Ogden Airport Manager
3909 Airport Rd.
Ogden, Utah 84405

8/10/21

Crozier Airport Properties LC
8765 West 10400 North
Tremonton UT 84337

Re: Notice of Default – Unapproved Sublease of Hangar N2808
Tenant: Crozier Airport Properties LC, Kelly Nelson Crozier
Subtenant: Forest Service Washington Office

The Airport Office is informed that you have permitted a subtenant to occupy the above-referenced hangar without receiving approval of the subtenant or sublease from the City. Your lease agreement prohibits you from subleasing the hangar without city approval, and thus you are in default of your lease agreement with the City.

You are hereby given notice and demand to cure the default within 30 days of the date of this notice by removing any subtenant from the leased premises that has not been approved by the City. Failure to do so, may result in the cancellation of your lease agreement and your eviction from the leased premises. An inspection of the leased premises will be made to verify cure of default.

If you desire to seek City approval of your proposed subtenant, you must make application to the Airport Office and submit all necessary information for review. Among other things, the application will require submission of a copy of your proposed sublease agreement with the subtenant containing all sublease terms, including rental rate. As part of the sublease approval process, both you and your subtenant will be required to electronically sign a sublease addendum assuring the City that the subtenant is aware of and intends to be subject to the terms of your lease agreement with the City. Please contact the Airport Office (801-629-8262) for subtenant approval application information.

The City will proceed in good faith to timely process your application for subtenant approval. However, time delays that may occur in approving your subtenant agreement, or obtaining tenant and subtenant signatures on the sublease addendum, will not toll or extend the 30 days you have to cure your default. Indeed, you were required to obtain City approval before you entered into any such sublease agreement. Our experience is that many subtenants fail or refuse to timely sign the sublease addendum required for subtenant approval, thus placing their landlord-tenant in jeopardy of eviction for default. Therefore, upon consultation with your attorney, you may determine to it is in your interest to immediately serve your subtenant with a notice to vacate, to ensure that you can cure the default before the 30-day cure period has expired.

Sincerely,



Bryant Garrett

Airport Manager