

RESOLUTION NO. 2023-2352

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE FORM OF A LEASE FOR THE LEASE OF CITY PROPERTY; CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Goodyear owns certain real property at 14455 W. Van Buren Avenue, Goodyear Arizona that formerly housed the city's library and parks administrative staff; and

WHEREAS, following the completion of the city hall building and library at 1900 No. Civic Square ("Goodyear Civic Square"), the parks administrative staff and library were relocated to Goodyear Civic Square, and the space the parks administrative staff and library had occupied was remodeled; and

WHEREAS, the city's Wellness Clinic was located in a portion of the remodeled space but suites C101 and C102 remain vacant; and

WHEREAS, the proposed fifteen-year lease would allow Solid Rock Teen Center Goodyear LLC, a for profit Arizona limited liability company ("Solid Rock Goodyear") to lease suites C101 and C102 for \$1.00 per year to operate a teen center that would provide after-school programs and summer programs aimed at inspiring teens, ages 12 through 20, to grow through music, dance, and art; and

WHEREAS the after-school and summer programs could include: (i) vocational training to teens in the performing arts, which includes, by way of example, but not limitation, vocational training in sound and recording, lighting and staging, and video production; (ii) a computer lab, sound studio, stage set, dance studio; (iii) involve other non-commercial uses associated with the operation of a teen center; and (iv) a supervised facility for teens enrolled in such programs to engage with their peers. In addition, other non-commercial uses associated with the operation of a teen center would be allowed on a limited basis within the leased premises and parking lot and subject to prior city approval; and

WHEREAS, all Goodyear residents between the ages of 12 through 20 who apply to participate in any of the after-school programs offered at the Premises to participate free of charge, but Goodyear residents would be required to pay to participate in summer programs that will be offered at the teen center but that are being run by groups other than Solid Rock Goodyear; and

WHEREAS, the services being provided by Solid Rock Goodyear provide additional and alternative recreational opportunities to teens in Goodyear and the surrounding area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. Subject to the property being rezoned for the uses permitted in the proposed lease, the Mayor and Council of the City of Goodyear find the terms set forth in the Lease Agreement (Solid Rock Teen Center) by and between Solid Rock

Teen Center Goodyear, LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference (the "Solid Rock Lease"), to be in the best interest of the City of Goodyear, and hereby approve the form of the Solid Rock Lease.

SECTION 2. The City Manager is hereby authorized to execute the Solid Rock Lease upon the satisfaction of all of the following by no later than December 31, 2023:

- Receipt of an original of the Solid Rock Lease executed by an authorized representative of Solid Rock Teen Center Goodyear, LLC; and
- The adoption of a rezoning ordinance by City Council that rezones the property subject to the Solid Rock Lease to a zoning district that allows for the uses permitted in the Solid Rock Lease.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Solid Rock Lease.

SECTION 4. The approvals and authority granted in this Resolution 2023-2352 shall terminate on January 1, 2024 if the Solid Rock Lease is not is not fully executed by December 31, 2023 and council has not adopted an ordinance rezoning the property subject to the Solid Rock Lease to a zoning district that allows the uses permitted in the Solid Rock Lease by December 31, 2023.

SECTION 5. This Resolution 2023-2352 shall be effective on the date it is passed and adopted by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 1

LEASE AGREEMENT (SOLID ROCK TEEN CENTER)

(On the following pages)

**LEASE AGREEMENT
(SOLID ROCK TEEN CENTER)**

THIS LEASE AGREEMENT (Solid Rock Teen Center) ("Lease") is made and entered into by and between the City of Goodyear, an Arizona municipal corporation and Solid Rock Teen Center Goodyear, LLC., an Arizona limited liability corporation.

ARTICLE I - DEFINITIONS

1. Landlord:	City of Goodyear an Arizona municipal corporation
2. Tenant:	Solid Rock Teen Center Goodyear, LLC, an Arizona limited liability company
3. Building means:	Building C at 14455 W. Van Buren Avenue, Goodyear Arizona as depicted on Exhibit A attached hereto and incorporated herein by this reference.
4. Premises means:	Suites C101 and C102 within the Building consisting of approximately 10,300 square feet as generally depicted on Exhibit B attached hereto and incorporated herein by this reference.
5. Common Area means:	The sculptural congregation area directly in front of the Building and entrance to Suite C101 as generally depicted in Exhibit C attached hereto and incorporated herein by this reference.
6. Parking Area means:	The parking spaces at 14455 W. Van Buren Avenue, Goodyear Arizona depicted in Exhibit A attached hereto and incorporated herein by this reference.

ARTICLE II - GRANT OF LEASE

1. PREMISES. Landlord, in consideration of the rent to be paid and other consideration set forth in this Lease, and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord, the Premises together with all improvements located therein.

2. COMMON AREA. Tenant shall have non-exclusive use and access to the Common Area. However, there shall be no congregating, meeting, or loitering on the grass or sidewalks out front of Suite C102 (entrances on the west side of the Building), which serve other occupants **without advance written permission of the City Manager**. Tenant agrees to make every effort to ensure that the participants in the programs Tenant offers comply with this requirement, including the expulsion from Tenant's programs of participants who fail to comply after repeated warnings.
3. PARKING. Tenant shall have non-exclusive use and access to the Parking Area. The parking is on a FIRST-COME, FIRST SERVE basis with no reservations. Landlord shall be entitled to revise Tenant's access to parking at any time, and at Landlord's sole discretion, provided Landlord provides access to parking spaces sufficient to satisfy the parking requirements in the Goodyear Zoning Ordinance applicable to the occupancy of the Premises.

ARTICLE III - LEASE RENEWAL AND TERMINATION

1. The term of this Lease shall be for fifteen (15) years beginning on _____ and shall terminate on _____ (the "Termination Date") provided, however, that upon the consent of Landlord, Tenant may renew the Lease for two additional successive five-year terms provided that the Lease is amended to reflect the renewal and approved by the Goodyear City Council prior to the Termination Date or the expiration of any subsequent renewal. Subject to compliance with the terms set forth herein regarding the Tenant's obligations following the termination of this Lease, Tenant may terminate this Lease at any time.

ARTICLE IV - USE OF PREMISES

1. USE OF PREMISES. The Premises shall be exclusively occupied and used by Tenant as a teen center solely for providing after-school programs and summer programs aimed at inspiring teens, ages 12 through 20, to grow through music, dance, and art and other non-commercial uses associated with the operation of a teen center. The after-school and summer programs may provide vocational training to teens in the performing arts, which includes, by way of example, but not limitation, vocational training in sound and recording, lighting and staging, and video production. The program may include a computer lab, sound studio, stage set, dance studio, and a supervised facility for teens enrolled in such programs to engage with their peers. Outside of normal working hours (Monday through Friday between 7:00 am and 5:00 pm) other charitable and non-commercial uses will be allowed within the Parking Area and the Premises with advance notice to the City and provided such uses occur on no more than fifteen (15) calendar days per year. The use of the premises for any purpose other than the purposes set forth herein without the written approval by the Goodyear City Manager,

constitutes an event of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.

2. **ASSIGNMENT AND SUBLEASING.** This Lease is being granted to Tenant for the rent and consideration specified in Article V and under the terms set forth in this Lease because of the particular use as specified herein. Accordingly, Tenant shall not, without the prior written consent of Landlord (which consent may be withheld in the Landlord's sole and absolute discretion), assign, mortgage, sublease, encumber or permit any lien to attach to, or otherwise transfer this Lease.
3. **Default.** The occupancy and use of the Premises by any other person or entity other than Tenant and the use of the Premises for any purpose other than that described above, constitute events of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.

USE OF SOUND AMPLIFICATION SYSTEMS. Tenant shall not utilize sound amplification systems within the dance studio portion of the Premises before 3:30 p.m. on weekdays (Monday-Friday) or after 11 p.m. on any day of the week without the written permission of the Goodyear City Manager. The time use restriction shall not apply if the adjacent Goodyear Wellness Center is not open for business. This section may be administratively modified by mutual agreement of the two parties should future conditions indicate these restrictions are no longer necessary.

ARTICLE V - RENT AND OTHER CONSIDERATION

1. Tenant agrees as follows:
 - a. Tenant shall remit an annual rental payment of \$1.00 paid on or before October 1, 2023 and on October 1 of every subsequent year.
 - b. In consideration of the reduced rental amount, Tenant agrees to allow all Goodyear residents between the ages of 12 through 20 who apply to participate in any after-school program offered by Tenant to participate in such program at no cost. The Parties agree that there may be a cost for activities other than the after-school program, such as summer camps which is separate from the day to day activities offered at the Teen Center. The failure to admit Goodyear residents between the ages of 12 through 20 who apply to participate in any after-school program by Tenant, constitutes an event of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises. Notwithstanding the foregoing, the expulsion on a temporary or permanent basis of any Goodyear resident as a disciplinary measure does not violate the requirements of this provisions.

- i. On a quarterly basis, Tenant shall submit a report to Landlord that identifies the first names of all persons enrolled or participating in any of the programs offered at the Premises and where each person resides for the prior month. The failure to provide the report required herein constitutes an event of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.
- c. Subject to Tenant's review and approval of the content and the use of trademarked logos, which consent shall not be unreasonably withheld, Tenant agrees to allow Landlord, at Landlord's sole cost and expense, to advertise the after-school programs Tenant will be offering to Goodyear residents, including the right to use materials on the Alice Cooper Solid Rock Teen Center website, whether copyrighted or trademarked. Such advertisements shall be at Landlord's sole discretion and may include, by way of example, but not limitation, advertisements on the Landlord's website, social media accounts, and publications.
- d. Tenant agrees that this Lease shall terminate if Tenant fails to conduct the uses permitted under this Lease for three (3) consecutive months, except in the case of pandemic, construction due to loss or similar incident outside the control of tenant.
- e. Tenant agrees to allow Landlord to access the Premises as needed to access the IT Closet, which is located within Suite C-103 but which is accessed through a door in the back of Suite C-102 as depicted on Exhibit B attached hereto and incorporated herein by this reference.
- f. Tenant agrees to allow Landlord, at Landlord's cost, to install sound-proofing or sound-dampening measures to the Premises if Landlord determines such measures are required to minimize the impact of Tenant's operations on the occupants in the adjacent suite or in the other buildings within the property. The nature of the sound dampening or sound proofing measures shall be at the sole discretion of Landlord. Tenant shall provide access to Landlord as needed to install such measures.

ARTICLE VI - CONDITIONS OF OCCUPANCY

1. AS-IS CONDITION. Tenant is taking the Premises strictly in an "AS-IS" condition, without representation or warranty from the Landlord, and Tenant accepts and agrees to bear all risks regarding the condition of the Premises. Landlord has no obligation to Tenant to install or construct tenant improvements, to make any repairs to, or to otherwise prepare the Premises for occupancy.

2. Tenant is responsible for obtaining and maintaining a valid certificate of occupancy issued by the City of Goodyear Building Official authorizing the occupancy of the Premises for the use described in Article IV.

ARTICLE VII - TAXES

1. Personal Property Taxes. Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Premises.
2. REAL ESTATE TAXES. Government-owned property is exempt from most types of real estate taxes, however, tenants in government-owned property may be subject to a Government Property Lease Excise Tax as set forth in A.R.S. § 42-6201 *et seq.* ("GPLET"). Unless Tenant is exempt from payment of a Government Property Lease Excise Tax as determined by the Arizona Department of Revenue, Tenant shall be responsible for the payment of this tax, which is assessed on an annual basis and is due and payable to the Maricopa County treasurer on or before December 1 of each calendar year. Tenant shall be liable for all penalties assessed and interest that accrues on the unpaid tax if it is not paid before December 1 of the calendar year in which the tax is owed and for all as provided in A.R.S. § 42-6204.
3. DEFAULT. Pursuant to A.R.S. § 42-6206, the failure of Tenant to pay the Government Property Lease Excise Tax and all penalties and accrued interest after having received notice and an opportunity to cure, is an event of default of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.
4. CHANGES IN METHOD OF TAXATION. Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate is changed by the Arizona State Legislature, Tenant shall pay all such taxes, assessments, levies, impositions, or charges levied against the Premises. If the levy applies to the Building, the assessment will be allocated based on the square footage of the building applicable.

ARTICLE VIII - IMPROVEMENTS AND SIGNS

1. PREMISES IMPROVEMENTS. Tenant may, subject to the prior written consent of the Landlord in its sole discretion, at Tenant's sole risk and expense, and in conformity with all applicable laws, ordinances, rules, regulations, standards, and policies, make or allow to be made any alterations, modifications, additions, or improvements to the Premises ("Improvements"). The written consent of the Landlord referred to herein shall be obtained prior to Tenant applying for a permit to undertake any Improvements to the Premises, and the consent of the Landlord does not constitute consent to the issuance of a permit for the Improvements. The

approval of the Landlord required herein shall be obtained by sending a rendering of the proposed Improvements to the following:

City of Goodyear
Facilities Management/Public Works
4980 South 157th Avenue
Goodyear, Arizona
Attn: Facilities Superintendent

- a. Tenant shall obtain all certificates, permits, licenses and other authorizations of the City of Goodyear all other governmental bodies required for the construction of the Improvements.
- b. Tenant shall be responsible for the preparation of plans and specifications for the construction of Improvements to the Premises and for applying for a permit and submitting all documentation required by the City of Goodyear in support of such application. A permit shall be issued only upon the determination of the City of Goodyear Building Official or designee that proposed Improvements comply with all applicable laws, ordinances, codes, rules, regulations, standards and policies (collectively the "Applicable Development Regulations").
- c. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the Improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.
- d. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the Improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.
- e. Upon completion of the Improvements, Tenant shall, upon the written request of Landlord, permit Landlord to enter the Premises to inspect the Improvements to ensure that the Improvements installed in the Premises are consistent with the Improvements Landlord approved. All Improvements installed within the Premises shall become part of the Premises and shall be the property of the Landlord upon the termination or expiration of the Lease unless Landlord, at Landlord's sole discretion, requires Tenant to remove them upon the expiration or termination of the Lease.

2. **BUILDING IMPROVEMENTS.** Tenant shall not be entitled to install any equipment on the roof of the Building unless consented to in writing by the Landlord.
3. **SIGNS.** Tenant may, subject to the prior written consent of the Landlord in its sole discretion, at Tenant's sole risk and expense, and in conformity with Applicable Development Regulations, including, but not limited to, the sign regulations in Article 7 of the Goodyear Zoning Ordinance, erect or install sign(s) on the Building (the "Signage"). The written consent of the Landlord referred to herein shall be obtained prior to Tenant applying for a permit to install any Signage, and the consent of the Landlord does not constitute consent to the issuance of a permit for the Signage. The approval of the Landlord required herein shall be obtained by sending a rendering of the proposed Signage to the following:

City of Goodyear
Facilities Management/Public Works
4980 South 157th Avenue
Goodyear, Arizona
Attn: Facilities Superintendent

- a. Tenant shall obtain all certificates, permits, licenses, and other authorizations of the City of Goodyear and all other governmental bodies required for the installation of Signage.
- b. Tenant shall be responsible for the preparation of plans and specifications for the installation of Signage, applying for a permit, and submitting all documentation required by the City of Goodyear in support of such application. A permit shall be issued only upon the determination of the City of Goodyear Development Services Director or designee that the proposed Signage complies with all Applicable Development Regulations.
- c. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the installation of the approved Signage. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the Signage shall be fully and completely constructed and installed in accordance with good engineering and construction practice.
- d. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for the construction of the

Improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

- e. Tenant, at Tenant's sole cost and expense, shall maintain all Signage installed in good working order.
4. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Improvements and the installation of Signage and for the payment of all costs associated therewith, except for the payment of permit fees to the City of Goodyear. Neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any Improvements or Signage occasioned by the Tenant.
5. **WAIVER OF PERMIT FEES.** The City of Goodyear agrees to waive all permit fees applicable to the construction or installation of any Improvements, including the soundproofing Tenant is required to install, and Signage.

ARTICLE IX - LIENS, ENCUMBRANCES AND LIABILITIES

1. Tenant shall keep the Premises free and clear of all liens of mechanics, materialmen or professional consultants, and all liens of a similar character, including judgment liens, arising out of, or in any way connected with Tenant's use of the Premises, the construction of permitted Improvements to the Premises, the installation of Signage, and any other work undertaken by Tenant within the Premises. Notice is hereby given that Tenant, in constructing and/or installing Improvements, undertaking repairs of the Premises, doing any other acts in connection with Tenant's use and occupancy of the Premises, does not act as Landlord's agent or in any other representative capacity for Landlord, and neither Landlord nor the Premises shall be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof through or under Tenant, and no mechanics', materialmen's or professional consultants' liens for any such labor or materials shall attach to or affect the interest of Landlord in and to the Premises. In the event any such lien or encumbrance is filed against the Premises, Building or Common Area as a result of Tenant's acts or omissions, Tenant shall, within ten (10) days after written notice thereof from Landlord, at Tenant's sole expense, obtain a surety bond as described in Arizona Revised Statutes § 33-1004 to discharge the Premises from such lien or encumbrance or have the lien or encumbrance removed from the Premises by other action.
 - a. Tenant agrees to indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having any liens or encumbrances removed from the Premises; and, Tenant shall

reimburse Landlord for such costs and expenses within fourteen (14) days of a written demand for such reimbursement from Landlord.

- b. The failure to have the liens and encumbrances removed from the Premises as required herein and the failure to reimburse Landlord for costs and expenses, including attorney's fees, Landlord incurs in having any liens or encumbrances removed from the Premises constitute events of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.

ARTICLE X - TENANT RESPONSIBILITIES

1. **UTILITIES.** Tenant is solely responsible for all costs associated with the delivery of utilities to the Premises and for obtaining such services. The Tenant agrees that the interruption or malfunction of any water, gas, or utility services shall not constitute an eviction or disturbance of the Tenant's use and possession of the Premise.
2. **SIGNAGE MAINTENANCE.** Tenant, at Tenant's sole cost and expense, shall maintain all Signage installed in good working order.
3. **PREMISES MAINTENANCE.** Tenant shall, at Tenant's sole cost and expense, maintain the Premises in a safe, clean, and sanitary condition and in a manner that conforms to all health and safety requirements. Except as expressly provided in Article XI (Landlord Responsibilities), Tenant, at Tenant's sole cost and expense, shall maintain the Premises and all components thereof, in good condition and repair (including all necessary replacements), including, but not limited to interior walls, carpeting and other floor coverings, windows, window glass, window coverings, plate glass, doors, and other electrical (wiring and lighting), mechanical, and any small and large appliances, cabinetry, water filtration systems, access control systems tenant installs, locks and keys, including trash removal, all utility repairs in ducts, conduits, pipes, and wiring, all plumbing within the Premises, any sewer stoppage located in, under, and above the Premises. Tenant shall promptly undertake all repairs, replacements, and restorations to the Premises, including each and every part thereof and all improvements, fixtures, facilities, and operating equipment necessary to maintain the interior, non-structural components of the Premises, all major building systems of the Premises in good repair and proper working condition. All repairs and replacements shall be performed in a good and workmanlike manner in compliance with all applicable laws.
 - a. Tenant shall, at all times, have someone available 24 hours a day, seven days a week, to receive calls for repair services and who will coordinate and manage repairs to the Premise and Signage. Tenant shall provide the contact information, including phone numbers and e-mail address where these

individual(s) can be reached during normal work hours and after hours. The individuals currently responsible for receiving calls for repair services and coordinating and managing repairs to the Premises and Signage are:

Jeff Moore
jeff@alicecoopersolidrock.com
(602) 679-7727

Joy Covell
joy@alicecoopersolidrock.com
(512) 934-0997

Tenant shall promptly update this information when there is a change in facilities manager or in the facilities manager's contact information. The contact information shall be sent to:

City of Goodyear
Facilities Management/Public Works
4980 South 157th Avenue
Goodyear, Arizona
Attn: Facilities Superintendent

- b. Tenant shall promptly notify Landlord if the cost of any repairs or replacements to the Premises exceeds or will exceed \$2500. Landlord shall be entitled to inspect the repairs or replacements upon reasonable notice to the Tenant. Notices shall be sent to:

City of Goodyear
Facilities Management/Public Works
4980 South 157th Avenue
Goodyear, Arizona
Attn: Facilities Superintendent

4. JANITORIAL AND PEST CONTROL SERVICES. Tenant shall obtain, at its sole cost and expense, all janitorial services and pest control services needed to keep the premises in a clean and orderly state and free of pests.
5. LANDLORD ACCESS. Tenant shall provide Landlord timely access to the Premises as needed for the Landlord to undertake any of the work for which Landlord is responsible, including the Landlord's responsibilities set forth in Article XI.
6. The failure to maintain the Premises and Signage in good condition and repair the Premises and Signage as required herein constitutes an event of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises

ARTICLE XI - LANDLORD RESPONSIBILITIES

1. MAINTENANCE. Landlord is responsible for the following:
 - a. Maintaining the HVAC system that services the Premises (i.e. heating, ventilation, cooling, boilers, air compressors, vacuum pumps).
 - b. Maintaining the roof of the Premises
 - c. Maintaining the shared parking areas to which Tenant is authorized to use
 - d. Providing landscaping services and pest control services to the exterior of Premises when providing such services to the Building pursuant to the City's maintenance schedule.
 - e. Painting the exterior of the Premises when painting the Building pursuant to the City's asset management schedule.
 - f. Maintaining fire/life safety systems.
2. The City of Goodyear Public Works Administration ("PWA") is responsible for Landlord's maintenance obligations. If maintenance is required for any of the foregoing, Tenant should contact the PWA. The PWA operates during normal business hours from 7:00 am to 4:00 pm, Monday through Friday. A work order will be assigned for tracking and follow-up purposes for those matters that cannot be addressed immediately. Contact the PWA at 623-932-3010, option #3. Outside normal working hours, PWA's after-hours service will receive phone requests and, if required, access an emergency on-call service provider to facilitate an appropriate outcome for Tenant.
3. Landlord shall be responsible for rezoning the Premises at its sole cost to such zoning category to allow for the Tenant's intended use of the premises.

ARTICLE XII - INSURANCE AND INDEMNIFICATION

1. INDEMNITY. Tenant shall (and hereby does) indemnify and hold harmless Landlord and Landlord's elected officials, officers, directors, agents and employees from and against any and all liability, loss, cost or expense, including reasonable attorney's fees (collectively "Claims") which may arise from a third party claim arising from or related to liability arising out of, or related to Tenant's use and occupancy of the Premises, the use and occupancy of the Common Area and Parking Area by Tenant and its managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors and for Claims arising out of or related to any improvements to the Premises undertaken by or

on behalf of Tenant. The failure of Tenant to comply with the indemnification provisions set forth herein, constitutes an event of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.

2. **TENANT INSURANCE.** Tenant shall be solely responsible for insuring its trade fixtures, goods, wares, merchandise, and other personal property within the Premises.
3. **LIABILITY INSURANCE.** Tenant shall, at Tenant's sole cost and expense, obtain and maintain in full force and effect during the term of the Lease, the following insurance coverages that cover the Premises and Tenant's use of the Premises. The insurance coverages required shall be from an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc. rating of not less than A- or above and a category rating of not less than "VIII" or from alternative insurances as approved in writing by Landlord in its sole and absolute discretion.
 - a. Commercial General Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, which shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage and shall not be limited to the liability assumed under the indemnification provisions set forth in Section 1 of Article XII above. Coverage shall be at least as broad as Insurance Service Office policy form CC 00 01 04 13 or any replacement thereof and it shall cover the indemnification obligations included in this Lease.
 - i. The commercial general liability insurance policy (the "CGL Policy") shall be primary and non-contributory and shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability.
 - ii. The CGL Policy shall be endorsed to add as additional insureds: the City of Goodyear, its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability, loss, cost or expense, including reasonable attorney's fees (collectively "Claims") which may arise from a third party claim arising from or related to liability arising out of, or related to the use and occupancy of Suites C101 and C102, the Common Area, and the Parking Area at 14455 W. Van Buren Avenue, Goodyear Arizona 85338 by Solid Rock Teen Center Goodyear, LLC., an Arizona limited liability corporation, its managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors and for Claims arising out of or related to any improvements to the Premises undertaken by or on behalf of Solid Rock Teen Center Goodyear, LLC., an Arizona limited liability corporation.

- iii. Prior to Tenant occupying the Premises, Tenant shall provide Landlord with a certificate of insurance that demonstrates the existence of the commercial general liability insurance coverage that complies with the requirements set forth above, which certificate of insurance shall be in a form and content approved by Landlord. The certificate of insurance that is to be provided shall be accompanied by a copy of the additional insured endorsement required herein and as described above, which shall include the policy number to which it applies. If the endorsement does not include the policy number, a copy of the declaration page of the CGL Policy, which reflects the coverages required herein as described above shall be provided.
- b. Workers' Compensation as required by State and federal law that includes Employer's Liability insurance coverage.
 - i. The workers compensation, including the employer's liability insurance shall be primary and non-contributory and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.
 - ii. Tenant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its elected and appointed boards, officers, officials, agents, employees, and arising out of, or related to the use and occupancy of Suites C101 and C102, the Common Area and the Parking Area at 14455 W. Van Buren Avenue, Goodyear Arizona 85338 by Solid Rock Teen Center Goodyear, LLC., an Arizona limited liability corporation, its managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors and for Claims arising out of or related to any improvements to the Premises undertaken by or on behalf of Solid Rock Teen Center Goodyear, LLC., an Arizona limited liability corporation.
 - iii. Prior to Tenant occupying the Premises, Tenant shall provide Landlord with a certificate of insurance that demonstrates the existence of the workers' compensation coverage that complies with the requirements set forth above, which certificate of insurance shall be in a form and content approved by Landlord.
- c. Umbrella/Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability and Employer's Liability tenant is required to carry as set forth above.

- i. The umbrella/excess liability insurance shall be primary and non-contributory and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.
 - ii. Prior to Tenant occupying the Premises, Tenant shall provide Landlord with a certificate of insurance that demonstrates the existence of the umbrella/excess liability coverage that complies with the requirements set forth herein, which certificate of insurance shall be in a form and content approved by Landlord.
 - d. Each certificate of insurance required herein shall provide that the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Lease except after prior written consent from the City. Notwithstanding the foregoing, each certificate of insurance required herein may provide for the cancellation of the applicable insurance policy for non-payment of premium, upon providing Landlord ten business days prior notice, which notice shall be directed to the City of Goodyear at the address above.
 - e. The failure of Tenant to comply with the Liability Insurance requirements set forth above constitutes an event of default of the terms of this Lease that could result in the divesting Tenant's interest in or right of occupancy in the Premises.
4. **RESPONSIBILITY FOR TENANT'S PROPERTY.** Tenant hereby agrees that Landlord shall not be liable for damage or injury to Tenant's business or any loss of income therefrom or for damage or injury to the Premises, or to Tenant's trade fixtures, goods, wares, merchandise or other property in or about the Premises regardless of whether such damage or injury is caused by or results from fire, electricity, gas, water or rain, wind, sun or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

ARTICLE XIII - DAMAGE TO PREMISES

- 1. If the Premises should be totally or partially destroyed, or a substantial portion of the Premises should be damaged by fire or other casualty such that rebuilding cannot, in Landlord's sole opinion, be completed within three hundred sixty (360) calendar days after the date of written notification by Tenant to Landlord of the casualty, Landlord may, in its sole discretion, terminate the Lease.

ARTICLE XIV - TENANT'S COVENANTS

1. Tenant's Covenants. Tenant covenants and agrees as follows:

- a. Tenant agrees that no manager, director, officer, employee, contractor, agent, guest, or invitee who has been adjudicated to be a registered sex offender will perform any work on the Premises or provide any of the services Tenant offers on the Premises pursuant to the terms of this Lease.
- b. Tenant shall not conduct any activity upon the Premises in violation of the terms of this Lease that will affect the quiet enjoyment of the other occupants within the Building or of the occupants within the other buildings located at 14455 W. Van Buren Avenue, Goodyear Arizona 85338.
- c. Tenant shall not allow any animal to be brought into the Premises except as required by law and shall not allow any bicycle, motorcycle, or other type of vehicle to be brought into the Premises except that bicycles may be brought into the Premises if needed to secure a bicycle on a one-time basis for students who fail to bring a lock for his or her bicycle.
- d. Tenant shall not deposit or allow to be deposited by its managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors any trash, refuse, cigarettes, or other substances of any kind within or out of the Premises, except in the refuse containers provided therefor. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage without being in violation of any law or ordinance governing such disposal. Tenant shall not cause Landlord to incur any unnecessary labor or costs by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness of the Premises, the Common Area and Parking Areas by Tenant, its managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors.
- e. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days, Tenant shall lock any entrance doors to the Building or to the Premises used by Tenant immediately after using such doors
- f. Tenant shall cooperate and take action to prevent canvassing, soliciting and peddling on the Premises.
- g. Tenant shall take action to prohibit smoking and vaping within the Premises, and within twenty-feet of the entrances of all buildings at 14455 W. Van Buren

Avenue, Goodyear Arizona 85338 by Tenant's managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors.

- h. Tenant agrees it shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises by Tenant, its managers, directors, officers, employees, agents, members, students, guests, invitees, and contractors. flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, any dangerous or poisonous substances, chemicals, drugs or materials, and including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials", "toxic substances", "dangerous substances", "poisonous substances" or "controlled substances" now or subsequently regulated, controlled or prohibited under any federal, state or local laws, statutes, ordinances, orders or regulations (collectively "Hazardous Materials Laws").
- i. Tenant agrees to procure any licenses and permits required for any use made of the Premises by Tenant.
- j. Tenant agrees to permit Landlord and its agents right to enter into and upon the Premises at all reasonable times, with the consent of Tenant or upon reasonable prior notice (except in the case of urgency, as determined solely by Landlord, for which no notice shall be required) for the purpose of inspecting the Premises or for any other business, safety, or administrative or management purpose.
- k. Tenant shall be responsible for changing the locks on all exterior doors of the Premises and obtaining all keys necessary to access the Premises. Tenant shall provide the Landlord with three copies of the keys to each door of the Premises to allow Landlord to access the Premises as provided in this Lease. The word "key" as used herein shall refer to keys, keycards, and all such means of obtaining access through restricted access systems.
- l. Tenant warrants and represents it is in compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

ARTICLE XV - DEFAULT

1. DEFAULTS. In addition to those terms in this Lease that specifically identify events of default, the failure of Tenant to perform or observe any covenant, condition, or term of this Lease also constitute events of default.

2. CURE PERIOD. Landlord shall provide Tenant a period of ten (10) business days following such written notice to cure the event of default (the "Cure Period") unless curing such failure takes longer than ten (10) business days, in which case, the commencement of efforts with the Cure Period shall be considered to cure the default provided Tenant diligently prosecutes the cure to completion and completes such cure by no later than thirty (30) days thereafter.
3. LANDLORD REMEDY. In the event Tenant fails to cure an event of default within the time frames described above, Landlord may at any time thereafter, with twenty-four (24) hours' notice and demand and without limiting Landlord in the exercise of any rights or remedies otherwise available at law or in equity which Landlord may have by reason of such default or breach do any one or more of the following:
 - a. Terminate the Lease and lawfully re-enter the Premises and take possession of the same, including the right to change door locks (or other means of prohibiting Tenant from having occupancy of the Premises) and suspend utilities and services and expel, remove and/or exclude Tenant and all other parties occupying the Premises and any third parties, using such force as may reasonably be necessary to do so without being liable to Tenant for any loss or damage occasioned thereby.
 - b. Terminate this Lease and lock the doors to the Premises, excluding Tenant and all other persons therefrom (except those authorized by Landlord in its sole discretion).
 - c. Institute suit against Tenant to collect all sums owed under the Lease prior to the termination and to enforce Tenant's obligations under the Lease following the expiration or Termination of the Lease.

ARTICLE XVI - TERMINATION/EXPIRATION

1. STATUS OF IMPROVEMENTS. Upon the expiration or termination of this Lease, Tenant shall surrender to Landlord the Premises and all Improvements in good condition, except for ordinary wear and tear except as follows. Upon the written request of Landlord, Tenant shall, at Tenant's sole cost and expense, remove specifically identified Improvements installed within the Premises by Tenant, which may include, by way of example, but not limitation, cabling, wiring installed by Tenant whether for telephone, radio, television, or data transmission. Tenant shall, repair, and replace, as needed, any damage to or destruction of the Premises with material and equipment at least equal to or better than the condition of the Premises prior to the removal of any Improvements hereunder. This obligation shall survive the termination or expiration of the Lease.

2. **REMOVAL OF SIGNAGE.** Upon the expiration or termination of this Lease, Tenant shall remove all Signage Tenant Installed. Tenant shall, repair, and replace, as needed, any damage to or destruction of the Premises or the building upon which Signage was installed with material and equipment at least equal to or better than the condition that existed prior to the removal of the Signage. This obligation shall survive the termination or expiration of the Lease.

3. **HOLDING OVER.** If Tenant should remain in possession of the Premises after the expiration of the Term of this Lease, without the execution by Landlord and Tenant of a new lease or an extension of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease and at a monthly rental rate of \$3,000 to be paid on the first day of each month during which Tenant occupies the Premises as a tenant-at-sufferance. In no event shall such holding over constitute a renewal or extension of the Term on any basis or prevent Landlord from taking actions to remove Tenant from the Property. This obligation shall survive the expiration of the Lease.

ARTICLE XVII - NOTICES

1. **NOTICES.** Except as otherwise provided in this Lease, all notices, requests, reports, certificates of insurance, and other documentation that are to be provided under this Lease shall be in writing and shall be either delivered by hand (including commercially recognized messenger and express mail service) or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the following:

To Landlord: City of Goodyear Legal Services Department 1900 No. Civic Square Goodyear, Arizona 85395	To Tenant: Solid Rock Teen Center Goodyear, LLC 13625 North 32 nd Street Phoenix, Arizona 85032
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Such address may be changed from time to time by either party by giving notice as provided herein. Notice shall be deemed given when delivered (if delivered by hand) or, whether actually received or not, when postmarked (if sent by mail).

ARTICLE XVIII - MISCELLANEOUS

1. **BINDING UPON EXECUTION.** The submission of this document for review by Tenant or its agents shall not constitute an offer to Lease the Premises and this document shall not bind Landlord until it is duly and appropriately executed and delivered by Landlord.

2. QUIET ENJOYMENT. Tenant shall quietly have, hold and enjoy the Premises without any material and adverse interference from Landlord except as provided for in the Lease, subject to the terms and provisions of this Lease.
3. RECORDATION. Following the execution of the Lease by Landlord and Tenant, Landlord shall record a memorandum of lease consistent with the requirements of A.R.S. § 42-6201 *et seq.* ("GPLET").
4. NO BROKERAGE. Landlord and Tenant represent that neither has acted as, by or through a broker in the effectuation of this Lease.
5. ATTORNEYS' FEES. If, on account of any breach or default by either party of its obligations to the other under the terms, conditions and covenants of this Lease, it shall become necessary for the non-breaching party to employ an attorney to enforce or defend any of its rights or remedies hereunder, then the prevailing party shall be entitled to reasonable attorneys' fees, court costs and related expenses incurred therein, whether or not legal suit is actually brought.
6. CHOICE OF LAW AND VENUE. Landlord and Tenant agree the laws of the State of Arizona shall govern the interpretation, validity, performance, and enforcement of this Lease and that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County.
7. RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that no provision contained herein, nor any acts of the Landlord or Tenant hereto, shall be deemed to create any relationship between them other than the relationship of landlord and tenant.
8. SUCCESSORS. The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties, but this provision shall in no way alter the restriction herein in connection with assignment, subletting and other transfer by Tenant
9. ARS 38-511. This Lease and all amendments are subject to cancellation pursuant to A.R.S. § 38-511.
10. SURVIVAL CLAUSE. All provisions in this Lease that logically ought to survive the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease. This includes by way of example: all provisions imposing obligations that will not be triggered until the Lease has been terminated or the term of the Lease has expired; all indemnification provisions; and

obligations that were incurred prior to the termination or expiration of the Lease. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of this Survival Clause to other provisions in the Lease

11. PAGE NUMBERING. The page numbering of this document is exclusive of the Exhibits attached hereto.

12. ENTIRE AGREEMENT. This Lease along with any exhibits hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises, and this Lease and its exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that any prior or contemporaneous representations or agreements made by and between themselves or their agents and representatives relative to the leasing of the Premises and not expressly set forth herein are revoked by this Lease.

Landlord and Tenant have executed this Lease on the dates specified below.

(Signatures and Exhibits on the following pages)

EXECUTED on this: _____ day of _____ 20 ____. TENANT: Solid Rock Teen Center Goodyear, LLC, an limited liability company ACCEPTED: By: _____ Its: _____	EXECUTED on this: _____ day of _____ 20 ____. LANDLORD: CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation ACCEPTED: _____ Wynette Reed, City Manager APPROVED AS TO FORM: _____ Roric Massey, City Attorney ATTEST: _____ Darcie McCracken, City Clerk
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PHASE LINE

REMAINDER OF LOT 1 TO BE
DEVELOPED AS PART OF PHASE II

N →

Exhibit A

B
18,083 s.f.

A
20,843 s.f.

D
18,088 s.f.

E
14,634 s.f.

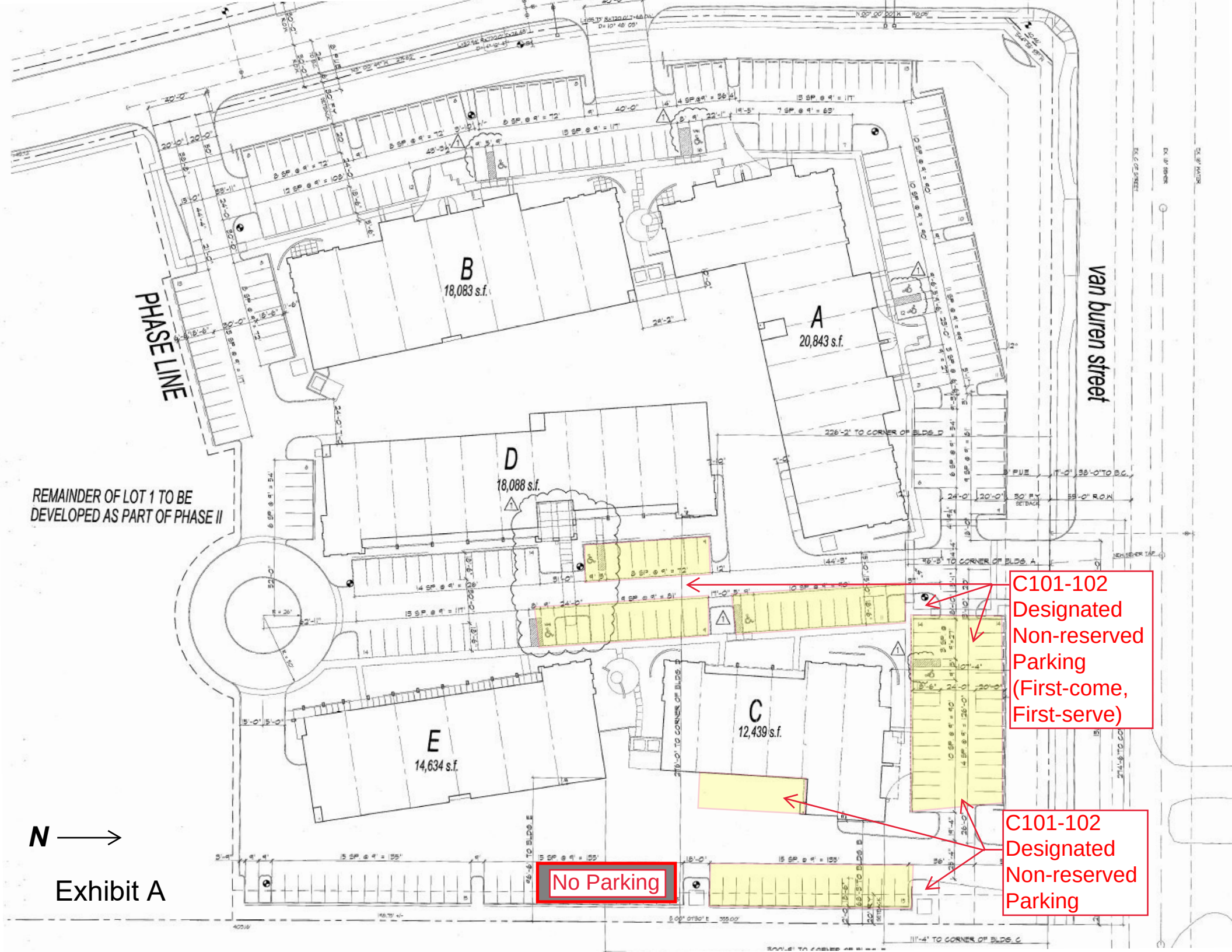
C
12,439 s.f.

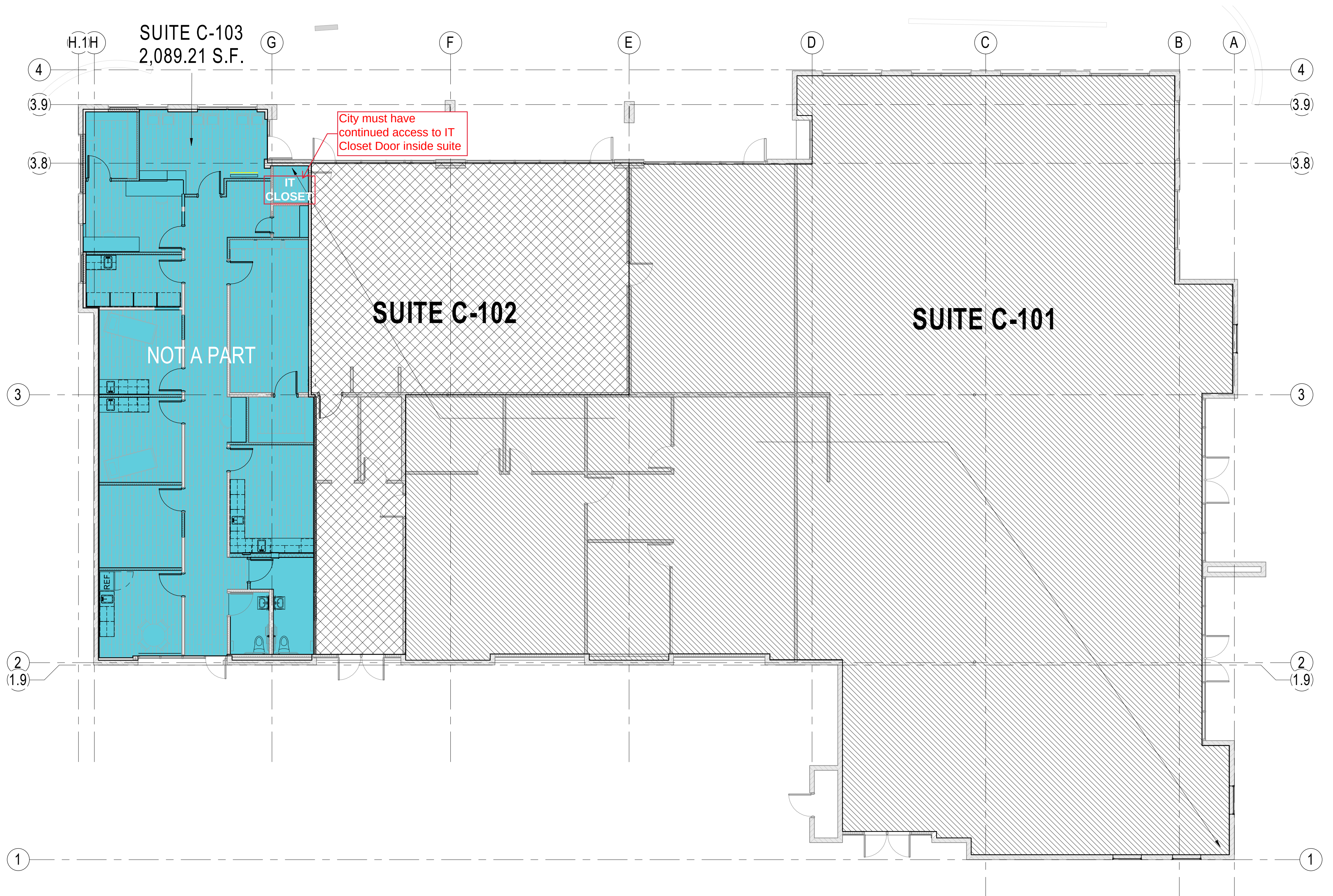
van buren street

No Parking

C101-102
Designated
Non-reserved
Parking
(First-come,
First-serve)

C101-102
Designated
Non-reserved
Parking





1 SUITE LAYOUT_FLOOR PLAN
1/8" = 1'-0"
Exhibit B

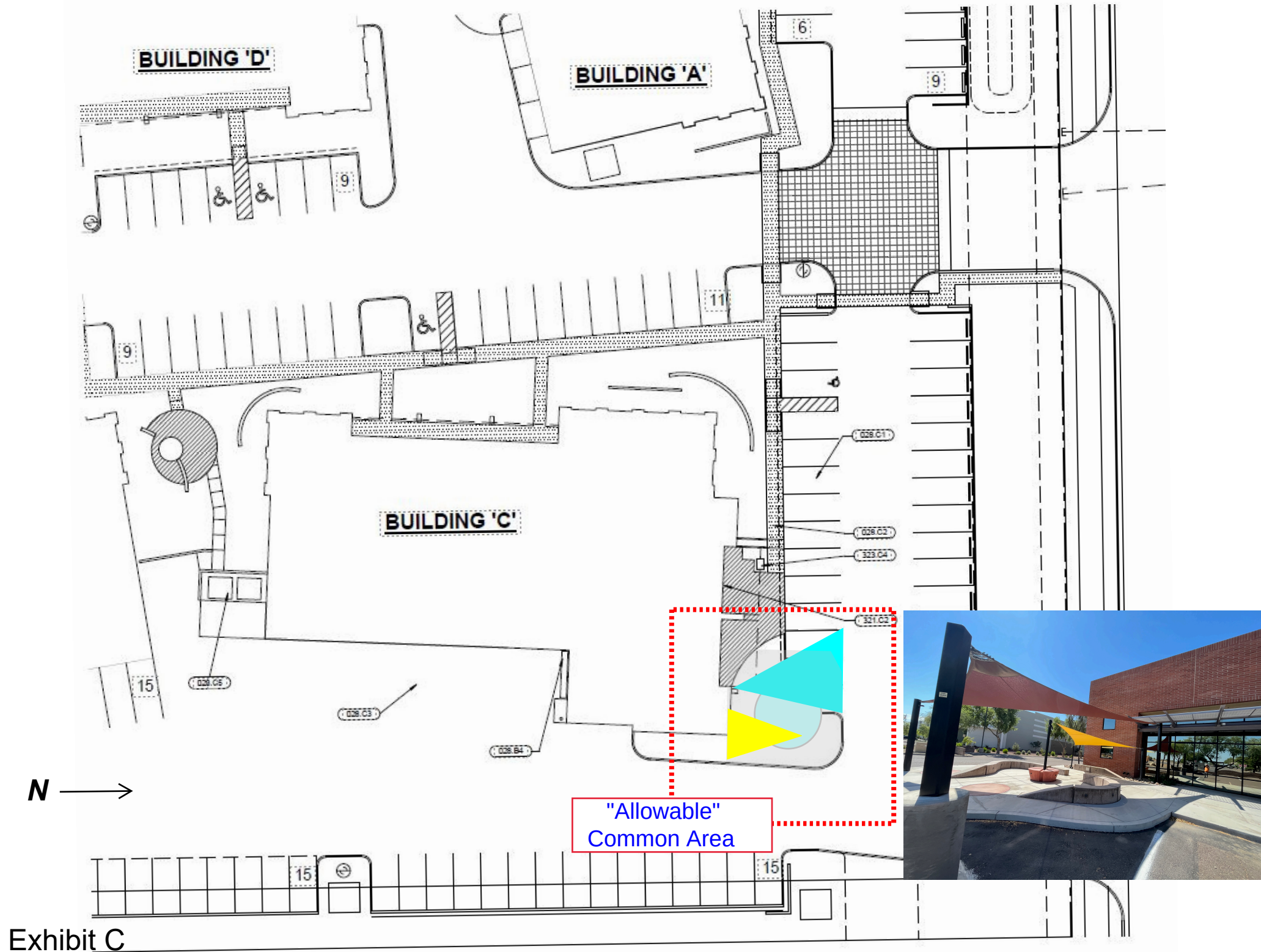


Exhibit C