RESOLUTION NO. 2025-2491

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A JOB CREATION AGREEMENT WITH SCHNEIDER ELECTRIC IT CORPORATION.

WHEREAS, Schneider Electric IT Corporation (SEIT) is a leading global electrical and industrial technology supplier and manufacturer of electrical components, with its United States corporate headquarters located in Boston, Massachusetts; and

WHEREAS, Schneider Electric USA, Inc. ("Schneider Electric") is a manufacturer of a full range of electrical components and an affiliate of SEIT; and

WHEREAS, SEIT and Schneider Electric identified the City for its new manufacturing facility that will accommodate its immediate and long-term expansion plans and otherwise meet its business needs, and will cause to be constructed tenant improvements on approximately 300,000 square feet (SF) in an existing building within the City of Goodyear (the "Goodyear Facility") as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Goodyear Facility should involve the investment of at least $25,631,394 in capital investments including tenant improvements, fixtures, and equipment; and

WHEREAS, the City recognizes that the location of SEIT within the City with its resulting capital investment and job creation will provide a significant public benefit to the City and its citizens and that the City's citizens will receive direct consideration from the Parties' obligations under this Agreement; and

WHEREAS, the City recognizes that SEIT's operations at the Goodyear Facility will have significant economic impact on the City, including but not limited to: the quantity and quality of the jobs that will result from SEIT's operations; tax revenues generated by SEIT's operations, its employees, vendors, service providers; increased economic activity, or multiplier effect, associated with its operations being located within the City; the qualitative value of the City having a high-profile, well respected company locate a critical piece of its business within the City; the catalytic effect it will have on further development within the City, which will generate additional jobs and revenue within the City; and

WHEREAS, SEIT anticipates starting operations at the Goodyear Facility in 2026 and over the course of three (3) years, its operations should cumulatively provide 350 full-time jobs to the City, paying each Qualified Employment Position (QEP) at least $85,000, not including overtime or bonuses ; and

WHEREAS, the City commissioned Applied Economics to conduct an economic and fiscal impact analysis of SEIT's operations at the Goodyear Facility; and

WHEREAS, Applied Economics estimates the direct tax benefit to the City of Goodyear from the construction sales tax, personal property tax, and real property tax generated by SEIT during the first three (3) years of operation will be approximately $1,290,000; and

WHEREAS, Applied Economics estimates the total economic impacts of SEIT operations in Goodyear will total approximately $328,300,000 over the first three (3) years; and

WHEREAS, the Parties understand that the decision of SEIT to locate in the City and lease the property upon which the Goodyear Facility will be located is based on the City's willingness to provide assistance to SEIT regarding job creation; design review and permit fees, and expedited development process

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

SECTION 1. The City Manager, or designee, is hereby authorized to execute the Job Creation Agreement with Schneider Electric IT Corporation (SEIT).

SECTION 2. The City Attorney and City Manager are authorized to make non-substantive changes to the agreement consistent with this Resolution,

SECTION 3. Resolution 2025-2491 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a 7-0 vote, this 22nd day of September 2025.

Joe Pizzillo, Mayor

Date: 9/22/2025

ATTEST:

Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

CITY OF GOODYEAR, ARIZONA INCORPORATED 1946

EXHIBIT A

JOB CREATION AGREEMENT
FOR SCHNEIDER ELECTRIC IT CORPORATION

This Job Creation Agreement for Schneider Electric IT Corporation, (the "Agreement") is entered into as of the _____ day of __________________, 2025 (the "Effective Date") by and between Schneider Electric IT Corporation, a Massachusetts corporation ("SEIT"), and the City of Goodyear, an Arizona municipal corporation (the "City"), and the City are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, SEIT is a leading global electrical and industrial technology supplier and manufacturer of electrical components, with its United States corporate headquarters located in Boston, Massachusetts; and

WHEREAS, Schneider Electric USA, Inc. ("Schneider Electric") is a manufacturer of a full range of electrical components and an affiliate of SEIT; and

WHEREAS, SEIT and Schneider Electric have identified the need for a new integration manufacturing facility-for modular data center systems; and

WHEREAS, SEIT and Schneider Electric identified the City as its preferred location for its new manufacturing facility, and will cause to be constructed tenant improvements on approximately 300,249 square feet in an existing building known as Airpark Logistics Center 3, located at 1655 S. Bullard Avenue in Goodyear, Arizona within the City of Goodyear (the "Goodyear Facility"); and

WHEREAS, the Goodyear Facility will be leased to Schneider Electric and SEIT will be responsible for making the capital improvements to the Goodyear Facility and shall be the direct employer of the employees at the Goodyear Facility; and

WHEREAS, the Goodyear Facility should involve the investment of at least $25,631,394 in capital investments including tenant improvements fixtures, and equipment; and

WHEREAS, the City recognizes that the location of SEIT within the City with its resulting capital investment and job creation will provide a significant public benefit to the City and its citizens and that the City's citizens will receive direct consideration from the Parties' obligations under this Agreement; and

WHEREAS, the City recognizes that SEIT's operations at the Goodyear Facility will have significant economic impact on the City, including but not limited to: the quantity and quality of the jobs that will result from SEIT's operations; tax revenues generated by SEIT's operations, its employees, vendors, service providers; increased economic activity, or multiplier effect, associated with its operations being located within the City; the qualitative value of the City having a high-profile, well respected company locate a critical piece of its business within the City; the catalytic effect it will have on further development within the City, which will generate additional jobs and revenue within the City; and

WHEREAS, SEIT anticipates starting operations at the Goodyear Facility in 2026 and over the course of three (3) years, its operations should cumulatively provide 350 full-time jobs to the City, paying each Qualified Employment Position (as defined below) at least $85,000, not including overtime or bonuses; and

WHEREAS, the City commissioned Applied Economics to conduct an economic and fiscal impact analysis of SEIT's operations at the Goodyear Facility; and

WHEREAS, Applied Economics estimates the direct tax benefit to the City of Goodyear from the construction sales tax, personal property tax, and real property tax generated by SEIT during the first three (3) years of operation will be approximately $1,290,000; and

WHEREAS, Applied Economics estimates the total economic impacts of SEIT operations in Goodyear will total approximately $328,300,000 over the first three (3) years; and

WHEREAS, the Parties understand that the decision of SEIT to locate in the City and lease the property where the Goodyear Facility is located is based on the City's willingness to provide assistance to SEIT regarding job creation; design review and permit fees, and expedited development process; and

NOW, THEREFORE, in consideration of the premises, promises and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

AGREEMENT

1. Acknowledgement of Recitals. The Parties acknowledge the accuracy and importance of the Recitals to the Parties' obligations below, and that the Recitals are the factors upon which the Parties based their respective decisions to enter into this Agreement.

2. Term. The term of this Agreement shall begin on the Effective Date and be for three (3) years from the date Schneider Electric receives a final certificate of occupancy for the Goodyear Facility.

3. Definition. References to "SEIT" in this Agreement shall mean Schneider Electric IT Corporation, a Massachusetts corporation, its successors and/or permitted assignees.

4. Location in Goodyear. SEIT will occupy an approximately 300,249 square foot space within the building known as Airpark Logistics Center 3 for the location of the Goodyear Facility and anticipates it will receive a final Certificate of Occupancy for the facility by September 30, 2026. Within three (3) years of the Effective Date of this Agreement, SEIT will have invested, or will cause to have been invested, a minimum of $25,631,394 in improving the Goodyear Facility including the construction~~,~~ of tenant improvements, fixtures, and equipment.

5. Operations and Job Creation. SEIT agrees that it shall operate the Goodyear Facility in the ordinary course of its business for a minimum period of three (3) years from the date the City issues a final Certificate of Occupancy authorizing Schneider Electric's occupancy of the Goodyear Facility. Additionally, over the course of three (3) years after issuance of a final Certificate of Occupancy, SEIT will meet the employment requirements specified in Section 7 below.

6. Job Creation Payments. Subject to the terms and conditions set forth herein, and to reimburse SEIT for its initial costs of hiring, training, relocation and related expenses, the City agrees to reimburse SEIT $5,000.00 for each Qualified Employment Position ("QEP") created for new employees hired before or after the Effective Date of this Agreement ("Job Creation Payment") up to 45 total employees, and who meet the conditions set forth below.

Qualified Employment Position (QEP). A QEP is a full time regular or contract position of SEIT that meets the following requirements:

a. (i) The position pays at least $85,000 annually, excluding overtime pay or bonuses; (ii) –the position must offer health insurance with at least 65% of the premium paid by SEIT; and (iii) is employed by SEIT for at least 12 months. In the event that the national health care system becomes a single payer system, this health insurance requirement shall not apply. Maximum Payment. The Parties agree that the maximum amount payable by the City under Section 6 of this Agreement regardless of the number of QEP created is $225,000.

7. Employment Requirements. Notwithstanding the other provisions of this Agreement, in consideration for the Job Creation Payments provided in this Agreement in Section 6 SEIT will: (i) cumulatively hire and/or employ at least three hundred fifty (350) full time employees at the Goodyear Facility within three (3) years of obtaining a final Certificate of Occupancy (the "Job Creation Requirement"), and (ii) SEIT agrees to maintain an annual average of three hundred twenty five (325) full time employees at the Goodyear Facility beginning the third year of this Agreement (the "Average Minimum Employment Requirement"). SEIT shall provide to the City documentation that states the total number of employees who are employed at the Goodyear Facility as of the third anniversary of the issuance of the final Certificate of Occupancy.

SEIT agrees that all new employees at the Goodyear Facility who meet the following requirements will be counted towards the Average Minimum Employment Requirement; (i) employees must be employed by SEIT full-time; and (ii) full-time employees at the Goodyear Facility must be offered health insurance that is subsidized by SEIT, with SEIT paying at least sixty-five percent (65%) of the premium costs. All employees at the Goodyear Facility, collectively, will be paid an annual average salary/wage of at least $65,000 per year, not including overtime or bonuses.

8. Failure to Meet Employment Requirements.

a. Cure Period. Should SEIT not meet the Job Creation Requirement, the City shall send a Notice of Non-Compliance to SEIT. Upon receipt of the Notice of Non-Compliance, SEIT shall have six (6) additional months from the date of the notice to meet the Job Creation Requirement at the Goodyear Facility.

b. City's Remedies. Subject to Section 8(a) above, as the sole and exclusive remedy for a failure to satisfy either the Job Creation Requirement or the Average Minimum Employment Requirement, SEIT shall be obligated to reimburse the City for Job Creation Payments paid by the City in proportion to the percentage by which SEIT failed to achieve either requirement. If SEIT fails to satisfy both the Job Creation Requirement and the Average Minimum Employment Requirement, SEIT shall be obligated to return 100% of the Job Creation Payments received from the City.

9. Development Process Assistance. The City agrees to waive up to 100% all plan review and permit fees ("Plan and Permit Fees"), including the expedited portion of plan review fees, up to a maximum of $138,725, from the date of the Effective Date of this Agreement related to the Goodyear Facility. To the extent that SEIT paid (or had paid on its behalf) any Plan and Permit Fees to the City prior to the Effective Date of this Agreement, the City agrees to reimburse 100% of such fees to SEIT or a third-party beneficiary designated by SEIT in a written notice to the city within thirty days of the Effective Date of this Agreement. The City shall account for and provide documentation to SEIT that expressly identifies the specific sums of fees waived.

Should SEIT not open the Goodyear Facility within twelve (12) months of the issuance of a final Certificate of Occupancy, or it does not operate the Goodyear Facility for at least twenty-four (24) months prior to the expiration of this Agreement, then, as the City's sole and exclusive remedy, SEIT shall reimburse the City for the cost of Plan and Permit Fees that were waived or refunded pursuant to this provision.

10. Minimum Capital Investment. As a term of this Agreement, SEIT agrees to invest, or cause to be invested, at least $25,631,394 for tenant improvements, fixtures, and equipment for the Goodyear Facility within three (3) years of the Effective Date of this Agreement.

11. Incorporation of Exhibits. All exhibits attached hereto and referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

12. Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations, and understanding of the Parties, oral or written, are hereby superseded and merged herein.

13. Amendment of the Agreement. This Agreement may be amended or cancelled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

14. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. No person other than the Parties has any right of action based upon any provision of this Agreement.

15. Force Majeure. The deadlines contemplated in this Agreement shall be extended if the delay is caused by an act of God, adverse weather conditions, casualty, third party malicious mischief, moratoriums imposed by any governmental entity, unreasonable delays by governmental authorities, civil or military disturbance, war, or other events that are not reasonably foreseeable and not within the reasonable control of SEIT. The amount of such extension shall be determined by the City after consultation with SEIT.

16. Cooperation and Further Acts. The Parties shall act reasonably with respect to any and all matters that require either Party to review, consent or approve any act or matter hereunder. Each of the Parties shall promptly and expeditiously execute and deliver any and all documents and perform any and all acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

17. Representation of Counsel. The City and SEIT acknowledge that they were each represented by counsel in connection with the drafting of this Agreement, that each of them and their respective counsel reviewed and revised this Agreement, that each of them and their respective counsel have independently reached their own conclusions as to the enforceability of this Agreement, that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement and that the language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning.

18. Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the substantive laws of the State of Arizona (without reference to conflict of law principles).

19. Venue. Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

20. Severability. Any provision of this Agreement that is declared void or unenforceable shall be severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.

21. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through the impasse process, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Maricopa County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

22. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

23. Attorneys' Fees and Costs. If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

24. No Personal Liability. No member, shareholder, partner, owner, manager, officer, director, representative, agent, official, or employee of the City or SEIT shall be personally monetarily liable to the other party, or any successor or assignee, (a) in the event of any default or breach by any Party, (b) for any amount which may become due to such Party or its successor or assign, or (c) pursuant to any obligation of any Party under the terms of this Agreement.

25. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to, and may be terminated by the City, in accordance with the provisions of A.R.S. § 38-511.

26. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. SEIT represents and warrants that they are duly formed and validly existing under the laws of the State of Massachusetts and that they are duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. SEIT and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

28. Notices. All notices and communications provided for herein, or given in connection with this Agreement, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

The City:	City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395 and City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395
To SEIT:	Schneider Electric IT Corporation 132 Fairgrounds Road West Kingston, Rhode Island 02892 and Schneider Electric North America Headquarters One Boston Place, Suite 2700 Boston, Massachusetts 02108

Notice of address may be changed by either Party by giving notice to the other Party in writing of a change of address. Such change will be deemed to be effective five days after date the written notice of change of address is personally delivered to the other Party or as of the seventh business day after mailing the written notice of change of address to the other Party by registered or certified United States Postal Service mail, return receipt requested, postage prepaid.

29. Date of Performance. If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday.

[signature page follows]

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

SCHNEIDER ELECTRIC IT CORPORATION, A MASSACHUSETTS CORPORATION

By: ______________________

Name: ______________________

Its: ______________________

STATE OF ________________)
) ss.
COUNTY OF _____________)

On this _______ day of __________, 2025, before me, personally appeared ____________________, the ________________of Schneider Electric IT Corporation, a Massachusetts corporation, and he, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of Schneider Electric IT Corporation, for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:___________________

NOTARY SEAL:

CITY

CITY OF GOODYEAR,
an Arizona municipal corporation

By:_____________________________
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _______ day of __________, __________ 2025, before me, personally appeared Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, and he, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the City of Goodyear for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

NOTARY SEAL:

ATTEST:

____
City Clerk

APPROVED AS TO FORM

____
City Attorney