



**AGENDA PACKET**

**SPECIAL MEETING OF THE CITY COUNCIL  
MONDAY, JUNE 30, 2025 6:00 PM**

**EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR  
EVERETT, MA 02149**

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Posted in accordance with the  
provisions of Mass. General Laws  
Chapter 30A- Sections 18-25

on 6/26/2025 at 12:30 P

Attest:

Assistant City Clerk

RECEIVED  
CITY CLERKS OFFICE  
EVERETT, MA  
2025 JUN 26 P 12:30



## AGENDA

### SPECIAL MEETING OF THE CITY COUNCIL MONDAY, JUNE 30, 2025 6:00 PM

EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR  
EVERETT, MA 02149

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#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### PUBLIC PARTICIPATION

#### UNFINISHED BUSINESS

1. **C0240-25** Order/s/ Councilor Stephanie Martins, as President

An order to consider a proposed Donation Agreement for financial contributions between The Sofia 2nd Street LLC and the City of Everett and to further amend the approved Tax Increment Financing ("TIF") Agreement to include reference to said Donation Agreement

#### ADJOURNMENT

[www.cityofeverett.com](http://www.cityofeverett.com)

(All agendas and reports can be obtained on City of Everett Website)

Respectfully submitted:

***Michael J. Mangan***

Legislative Aide  
Everett City Council Office



C0240-25

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**To:** Mayor and City Council  
**From:** Councilor Stephanie Martins  
**Date:** June 23, 2025

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**Agenda Item:**

An order to consider a proposed Donation Agreement for financial contribution between The Sofia 2nd Street LLC and the City of Everett and to further amend the approved Tax Increment Financing ("TIF") Agreement to include reference to said Donation Agreement

**Background and Explanation:**

**Attachments:**

***CITY OF EVERETT***  
***Office of the Mayor***

**Carlo DeMaria**  
Mayor



**Everett City Hall**  
484 Broadway  
Everett, MA 02149-3694  
Phone: (617) 394-2270  
Fax: (617) 381-1150

June 17, 2025

The Honorable City Council  
City Hall  
484 Broadway  
Everett, Massachusetts 02149

Dear Honorable Members:

Please find attached an order to consider a proposed Donation Agreement for financial contribution between The Sofia 2<sup>nd</sup> Street LLC and the City of Everett and to further amend the approved Tax Increment Financing ("TIF") Agreement to include reference to said Donation Agreement pertaining to the mixed-use redevelopment located at 380 Second Street, Everett, MA.

Both the proposed Donation Agreement as well as the amended TIF will be included in the order.

Thank you for your favorable consideration.

Respectfully submitted,

Carlo DeMaria  
Mayor



June 17, 2025  
*City of Everett, Massachusetts*  
**CITY COUNCIL**

Offered By: \_\_\_\_\_  
**Councilor Stephanie Martins, as President**

**Bill Number:** Be it  
**Bill Type: Order** Ordered: BY City Council OF THE CITY OF EVERETT, as follows:

to consider a proposed Donation Agreement for financial contribution between The Sofia 2<sup>nd</sup> Street LLC and the City of Everett and to further amend the approved Tax Increment Financing ("TIF") Agreement to include reference to said Donation Agreement pertaining to the mixed-use redevelopment located at 380 Second Street, Everett, MA.

**TAX INCREMENT FINANCING AGREEMENT BY AND BETWEEN THE CITY OF EVERETT AND THE SOFIA 2<sup>nd</sup> STREET OWNER, LLC, THIS TAX INCREMENT FINANCING AGREEMENT** (the "Agreement") is made this \_\_\_\_\_ day of June 2025 (the "Effective Date"), by and among the CITY OF EVERETT (hereinafter referred to as the "City"), acting by its Mayor as authorized by vote of City Council Meeting, and THE SOFIA 2<sup>nd</sup> STREET OWNER, LLC (hereinafter referred to as the "Owner") for the benefit of the Property located at 380 2<sup>nd</sup> Street, Everett, MA 02149 (the "Property"), legal description attached at Exhibit A.

### RECITALS

WHEREAS, the City is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 484 Broadway, Everett, MA 02149;

WHEREAS, the Owner is a Delaware limited liability company qualified to do business in the Commonwealth of Massachusetts with a principal place of business at 1280 Centre Street, Unit 5, Newton Center, MA 02459; and

WHEREAS the Owner plans to commence construction of a fully approved 21-story mixed-use development with market rate and affordable housing units, totaling 675,202 gross square feet. The project is designed to consist of 620 total residential units, 62 of which shall be deed restricted in perpetuity as affordable units pursuant to the City's affordable housing policy, approximately 18,400 sq. ft. of indoor amenity space, minimum of 7,800 sq. ft. of ground-floor retail and 250 vehicle parking spaces (hereinafter the "Project", Site Plan Review Decision and modifications attached at Exhibit B); and

WHEREAS, on-~~\_\_\_\_\_~~ May 27, 2025, the Everett City Council voted to approve this Agreement; and

WHEREAS, the City strongly supports the creation of new housing to provide badly needed housing, additional jobs for Everett residents, expand commercial, retail activity within the city, and especially in the Commercial Triangle Economic Development District, to develop a healthy, economic, and strong growing tax revenue base for the City.

NOW, THEREFORE, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

## A. THE CITY'S OBLIGATIONS

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Owner by the City in accordance with Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59, and the applicable regulations thereto. The Exemption for real estate taxes, via assessment adjustments, shall be for a period of approximately fourteen (14) years from July 1<sup>st</sup>, 2027 (defined below) (the "Exemption Term").

2. The following shall serve as the tax assessment and payment reduction percentages and/or minimum payment. ~~Of the minimum payment 87.5% will be directed toward real estate taxes annually and 12.5% will be directed into the newly created Sofia Good Neighbor Fund, regardless of the City's reassessment amounts:~~

Fiscal Year Exemption Percentage:

Fiscal Year 2028. To 2031 (Years 1 to 4) – 100% - except that the payment of real estate taxes shall not fall below ~~\$100,000~~87,500 in year 1, ~~\$110,000~~96,250 in year 2, ~~\$120,000~~105,000 in year 3, and ~~\$130,000~~113,750 in year 4 to the City from the Owner

Fiscal Year 2032 (Year 5) – 95.625%

Fiscal Year 2033 (Year 6) – 90.250%

Fiscal Year 2034 (Year 7) – 85.875%

Fiscal Year 2035 (Year 8) – 80.500%

Fiscal Year 2036 (Year 9) – 78.125%

Fiscal Year 2037 (Year 10) – 70.750%

Fiscal Year 2038 (Year 11) – 65.375%

Fiscal Year 2039 (Year 12) – 60.000%

Fiscal Year 2040 (Year 13) – 55.625%

Fiscal Year 2041 (Year 14) – 50.250%

3. \_\_\_\_ The real estate tax assessment and bill for the Property shall be adjusted annually by an adjustment factor, as stated above, regardless of the increased residential and commercial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws.

4. \_\_\_\_ The City Tax Assessor shall remit to the Owner annually, by December 31st, a statement of the amount of the exemption for each fiscal year of this TIF Agreement.



5. In addition, the City will waive building permit fee, except to cover cost of Building Department labor and City contractors incurred by the City. The Owner will also pay 0.5% (one-half of one percent) of the net proceeds of the first sale of the Property to the City of Everett in consideration of the waiver of a portion of the building permit fee at the time they are normally due as long as this TIF remains in effect at the time of the sale of the property or the TIF has run its full 14 year course and expired.

~~6. 12.5% of the payments described above in section A.1. shall be set aside and paid into, a City Council governed, Sofia Good Neighbor Fund to go toward Everett Resident benefits projects annually such as: Everett Public Schools Foundation Inc.; Council on Aging; various organizations offering English as a second language, job preparedness, and citizenship classes; various Police Department Initiatives; Various Fire Department initiatives; a tax assistance fund for seniors (to be created). The governance of this Fund shall always be with the City Council, not the Owner.~~

~~a. In addition, the Owner shall contribute, within 90 days of groundbreaking \$1,224,000 to be paid directly into the Sofia Good Neighbor Fund to be allocated to the following:~~

- ~~i. \$100,000 paid to the Everett Public Schools Foundation Inc.~~
- ~~ii. \$100,000 for an ADA van for the elderly paid to the Council on Aging~~
- ~~iii. \$250,000 to be split evenly among community-based organization: LUMA, La Comunidad, Zion Ministries, Everett Haitian Community Center~~
- ~~iv. \$180,000 paid to the Everett Police Department for a Command Post/Unified Command Response Vehicle~~
- ~~v. \$60,000 paid to Everett Police Department to be put toward digital sign boards~~
- ~~vi. \$30,000 to be paid to the Everett Police Department to be put toward public call boxes for high-risk areas/bike path~~
- ~~vii. \$36,000 to be paid to the Everett Police Department to be put toward computers and printers for cruisers~~
- ~~viii. \$18,000 to be paid toward the Everett Police Department to be put toward license plate readers on fixed poles~~
- ~~ix. \$10,000 to be paid to the Everett Police Department to be put toward 911 Disability/Elder database.~~
- ~~x. \$300,000 to be paid to the Everett fire Department to be put toward the purchase of a new ambulance~~
- ~~xi. \$140,000 to be paid into a newly established Fund for elderly real estate tax assistance~~

## B. THE OWNER'S OBLIGATIONS



The Exemption granted to the Owner and Property by the City hereby is in consideration of the Owner's following commitments:

1. Best faith compliance with the City's Job Hiring policies, i.e., hiring qualified Everett residents for Project jobs and the City's trades apprenticeship program. Best faith efforts of the Owner will entail the Owner and their contractors advertising locally and publicly, sponsoring "Town Hall" gatherings for Residents, sponsoring "Job Fairs", and "Apprentice Workshops" for Residents including best faith efforts to include the Superintendent of School in Everett to include as many high school students as possible in said Job Fairs and Apprenticeship Workshops.

The Owner and their general contractor will make best faith efforts to achieve 30% Everett Residents for onsite work force. To meet diversity goals these best faith efforts would aim to achieve 20% "minorities" and 10% women in the onsite work force. The Owner will report, via their general contractor, to the City's Planning Department every quarter to further these mutual goals.

2. The Owner will build the Property with a 100% union work force through Certificate of Occupancy:
  - a. Owner will make best faith efforts to improve minority and women percentages within onsite workforces and will report efforts and progress in writing to the Mayor and the Director of the Planning Department annually

~~3.~~ Additional Inclusionary Zoning Owner Commitment – In order to achieve deeper levels of Inclusionary/Affordable Housing in the City of Everett than originally approved at 10% (62 units) of the units built at the Property, at 80% AMI, the Owner will provide 62 Veterans Affairs Supportive Housing (VASH) units, which seeks to achieve 30% rent payments by the Veteran tenants. All onsite deed restricted affordable units will be considered non-taxable for real estate tax assessment purposes in consideration of the TIF. In addition, the Project will pay the \$620,000 inclusionary zoning linkage fee (\$1,000/unit built) as approved. The onsite units will be deed restricted in perpetuity from Certificate of Occupancy. To the maximum extent permitted by local and State law Everett residents will have priority over any other applicant for the onsite units. VASH tenants will not be charged for municipal water use cost to their unit.

- 3.
4. The Owner shall be responsible for reconstruction of Garden Street Extension and granting 15 feet of Property frontage on Second Street to the City to allow it to move forward with the widening of 2nd Street along the frontage of the Owner's Property submitted in the Site Plan. The Owner shall mill and overlay 2nd Street from the center line to the existing curb line, and construct new full depth pavement, sidewalks, and bike

lanes as required in the Site Plan, at a time when the City notifies the Owner that it is done with the precedentaforementioned work required. The Owner will permit the residents of Everett to pass and enjoy the areas delineated as publicly accessible at the Project.

5. The Owner shall provide a sketch plan to the Planning & Development Department for its review and approval showing the proposed cross section along Second Street that includes widening the Second Street ROW by 15 feet on the west side of the existing roadway. The sketch plan shall show the interim cross section prior to the construction of the future Silver Line bus route as well as a final proposed cross section.
6. The Owner shall grant to the City a 15-foot-wide easement along Second Street to allow the City to construct a continuous bike path and Silver Line extension along the Second Street corridor, and an enhanced pedestrian experience complete with minimum of 8-foot-wide sidewalks, complete with street trees, street lighting, and outdoor seating.
7. Upon issuance of a building permit by the City, the Owner shall join the Everett Transportation Management Association, currently operating as the Lower Mystic Transportation Management Association and make appropriate dues payments for a project at the "Associate Permitted" level. The Owner affirmatively acknowledges that they will prioritize the local shuttle service for Everett Residents, and Project Residents at LMTMA meetings.
8. The Owner will on a best-efforts basis lease at least 50% of the ground floor retail space in the Property to a qualified Everett based business owner/retail operator. In consideration of the TIF the Owner will provide a joint venture structure or invest tenant improvement monies up to \$150 per square foot, not to exceed \$1,000,000. Further, the Owner will make a best efforts to occupy the other 50% of the ground floor retail with an efficient grocery store for everyday kitchen/food items for purchase.
9. The Owner will allow the City Fire Department to train inside the completed Project after certificate of occupancy, on a mutually agreed schedule, to continuously perfect high rise firefighting and rescue procedures for the City's, and residents benefit.

- ~~10. Within 90 days of the Mayor signing this TIF Agreement, For the first three years of this TIF agreement is in place the Owner will facilitate the annual distributions of The Sofia Good Neighbor Fund under the direction and governance of the City Council.~~
10. Owner shall establish The Sofia Good Neighbor Fund, a 501(C)(3) filed with the IRS, in conjunction with the President of the City Council, and in accordance with the Donation Agreement. Any costs associated with the creation and/or operation of The Sofia Good

Neighbor Fund shall be paid out of the Fund itself. The City shall establish and pay for the legal fees associated with the Operating Agreement and Governance of The Sofia Good Neighbor Fund.

11. In the three months following City Council approval of this TIF Agreement the Owner will facilitate Community Meetings by the Owner and the Planning Department for the community's benefit. The Owner will follow public notice requirements to advertise the Community Meetings. The subject matter will be the Project and how Everett Residents can participate in the community benefit's programs.

### C. ADDITIONAL PROVISIONS

1. Pursuant to the provisions of Chapter 40, Section 59 of the Massachusetts General Laws and applicable regulations, this Agreement shall be binding upon the Owner and the Property, its successors, assigns, and subsequent owners of the Property. In order for the Owner to meet its Obligations to the City of delivering the fully constructed building through Certificate of Occupancy and then operating the building to initial stabilized occupancy, and absent any mitigating circumstances beyond the Owners control such as an act of god or other unpredictable disastrous financial event (e.g. foreclosure, lack of financing, etc.), in consideration of this Agreement, the Owner shall not convey, assign, or otherwise all of its real estate interests in the Property to an independent third party through Fiscal Year 2031. Thereafter, the Owner may convey, assign or otherwise transfer its real estate interests in the Property to any unrelated third party or to a wholly owned subsidiary or affiliate without prior approval of the City. The Owner shall provide prior notice to the City of any such transfer and both the Owner, and the new Property owner shall provide all reasonably requested assurances to the City in writing regarding compliance with this Agreement by the new owner. For clarity, the Owner can enter into a joint venture with equity partners at any time to obtain the necessary capital to construct the Project.
2. The City and the Owner acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required. This Agreement and the Tax Increment Financing Exemption provided for hereunder shall apply only to the Property.
3. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible, and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the City and the Owner substantially the benefits set forth in this Agreement.
4. The time within which the Owner shall be required to perform any of its obligations under this agreement shall be extended in the event the performance of such obligation is delayed by a

force majeure event such as an act of God, earthquake, fire, act of terrorism, war, labor dispute, delay or restriction by a government body, or any other cause beyond the reasonable control of the Owner. If the Owner is found to be in material and continuous (i.e. 3 years) non-compliance with their Obligations under this agreement then, the City has the right to request the claw back of real estate taxes that would have been due and payable absent the existence of this agreement.

5. All notices permitted or required under the provisions of the Agreement shall be in writing, and, if from the Owner, signed by an authorized officer, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when delivered or when delivery is refused.

If intended for the City, addressed to:

Matthew Lattanzi, Director Planning & Development/Assistant City Solicitor  
City of Everett Massachusetts  
Everett City Hall  
484 Broadway, Everett, MA 02149

If intended for the Owner, addressed to:

Scott Brown, Founder & CEO  
John Brainard, Director of Development & Acquisitions  
Kurt Hunziker, Director of Construction  
Fulcrum Global Investors, LLC  
1280 Centre Street, Unit 5  
Newton Centre, MA 02459

6. The Owner agrees to allow the City to monitor compliance with this Agreement. The Owner shall provide to the City, upon reasonable request, access to such information as the City may deem necessary to monitor the Owner's compliance.

(Signature pages on separate pages)

**IN WITNESS WHEREOF**, Owner and the City have hereunto set their hands and seals as of the date first written above.

**OWNER:**

THE SOFIA 2<sup>ND</sup> STREET OWNER, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: Scott D. Brown

Title: Authorized Signatory

**CITY:**

CITY OF EVERETT, a municipal corporation duly organized under the laws of the  
Commonwealth of Massachusetts

By: \_\_\_\_\_

Name:

Title:

Duly Authorized

### **DONATION AGREEMENT**

This Donation Agreement (the “Agreement”) for financial contribution (described below), between THE SOFIA 2<sup>ND</sup> STREET OWNER, LLC, whose address is 1280 Centre Street, Unit 5, Newton Center, MA 02459 (“Donor”) and the City of Everett, MA whose address is 484 Broadway, Everett, MA 02149 (“Donee”). It is agreed that upon the terms and conditions set forth in this Agreement, the Donor shall donate, and the Donee shall accept, the financial contributions described below in RECITAL B and RECITAL C. Donor and Donee may each be referred to as a “Party” and collectively as the “Parties”.

### **RECITALS**

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does accept from Donee the financial contributions described herein under the following terms and conditions:

- A. In consideration of the Tax Increment Financing Agreement (TIF) between the Owner and the City of Everett being signed on this same date, and the TIF remaining in full force and effect in each of the following years delineated below, Donor shall create The Sofia Good Neighbor Fund (“Fund”), in which the annual financial contributions described herein shall be directed toward. This Fund shall be incorporated as a 501(C)(3) charitable organization, established by the Donor in conjunction with the President of the City Council.
- B. For 14 years (From Fiscal Year 2028 (“Year 1”) to Fiscal Year 2041 (“Year 14”)), Donor shall adhere to the following Annual Donation Schedule:

|          |   |
|----------|---|
| Year 1:  | \$12,500  |
| Year 2:  | \$13,750  |
| Year 3:  | \$15,000  |
| Year 4:  | \$16,250  |
| Year 5:  | \$17,048 (Reflective of 0.625% of estimated Pre-TIF Tax)  |
| Year 6:  | \$34,436 (Reflective of 1.250% of estimated Pre-TIF Tax)  |
| Year 7:  | \$52,171 (Reflective of 1.875% of estimated Pre-TIF Tax)  |
| Year 8:  | \$70,257 (Reflective of 2.500% of estimated Pre-TIF Tax)  |
| Year 9:  | \$88,699 (Reflective of 3.125% of estimated Pre-TIF Tax)  |
| Year 10: | \$107,503 (Reflective of 3.750% of estimated Pre-TIF Tax) |
| Year 11: | \$126,675 (Reflective of 4.375% of estimated Pre-TIF Tax) |
| Year 12: | \$146,219 (Reflective of 5.000% of estimated Pre-TIF Tax) |
| Year 13: | \$166,141 (Reflective of 5.625% of estimated Pre-TIF Tax) |
| Year 14: | \$186,447 (Reflective of 6.250% of estimated Pre-TIF Tax) |



- C. Within 90 days of groundbreaking, Donor shall contribute \$1,224,000 to be directed into the Sofia Good Neighbor Fund, to be allocated to the following:
1. \$100,000 paid to the Everett Public Schools Foundation Inc.
  2. \$100,000 for an ADA van for the elderly paid to the Council on Aging
  3. \$250,000 to be split evenly among community-based organizations for the purposes of teaching English literacy, citizenship courses, and job-preparedness
  4. \$180,000 paid to the Everett Police Department for a Command Post/Unified Command Response Vehicle
  5. \$60,000 paid to Everett Police Department to be put toward digital sign boards
  6. \$30,000 to be paid to the Everett Police Department to be put toward public call boxes for high-risk areas/bike path
  7. \$36,000 to be paid to the Everett Police Department to be put toward computers and printers for cruisers
  8. \$18,000 to be paid toward the Everett Police Department to be put toward license plate readers on fixed poles
  9. \$10,000 to be paid to the Everett Police Department to be put toward 911 Disability/Elder database.
  10. \$300,000 to be paid to the Everett fire Department to be put toward the purchase of a new ambulance
  11. \$140,000 to be paid into a newly established Fund for elderly real estate tax assistance
- D. This Donation Agreement shall remain in effect for the duration of the TIF (Fiscal Year 2028 – Fiscal Year 2041), unless the TIF is terminated in which case this Donation Agreement would also be terminated on the same date as the TIF termination and shall run with the property. If the property is sold and/or transferred, the obligations stipulated under this Donation Agreement shall transfer to any successors or assigns.
- E. Should the TIF cease to exist between the Owner and City of Everett this Donation Agreement shall terminate on the same date.

**IN WITNESS WHEREOF**, Owner and the City have hereunto set their hands and seals as of the date first written above.

**OWNER:**

THE SOFIA 2<sup>ND</sup> STREET OWNER, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: Scott D. Brown

Title: Authorized Signatory

**CITY:**

CITY OF EVERETT, a municipal corporation duly organized under the laws of the  
Commonwealth of Massachusetts

By: \_\_\_\_\_

Name:

Title:

Duly Authorized