



Date September 29, 2025

RESOLUTION APPROVING AMENDMENT OF 28E AGREEMENT BETWEEN THE CITY OF DES MOINES, CITY OF WEST DES MOINES, POLK COUNTY, AND HOME OPPORTUNITIES MADE EASY, INCORPORATED FOR PROVISION OF SERVICES OF A COMMUNITY LAND TRUST

WHEREAS, in January 2024, a Community Land Trust Advisory Committee was selected to work with Champlain Housing Trust (“CHT”) to review local data and better define a community land trust for the Des Moines and surrounding area housing market; and

WHEREAS, on December 19, 2024, the Community Land Trust Advisory Committee concluded its work and issued a summary report of recommendations including proceeding with forming a community land trust and negotiating with Home Opportunities Made Easy, Incorporated (HOME, Inc.) to provide contracted operations services to form and run the community land trust; and

WHEREAS, on February 24, 2025, by roll call 25-0274 the City of Des Moines approved an Agreement pursuant to Chapter 28E of the Iowa Code (“28E Agreement”) between the City of Des Moines, City of West Des Moines, Polk County, and HOME, Inc. for the startup and initial operations of the Central Iowa Community Land Trust; and

WHEREAS, on March 28, 2025, the Central Iowa Community Land Trust incorporated as a nonprofit with the state of Iowa; and

WHEREAS, the 28E Agreement is set to expire in December 2025, and the parties have identified the need for an amendment to the Agreement including an extension to June 30, 2026 and an increased funding amount by each government; and

WHEREAS, on September 15, 2025, the City Council of West Des Moines approved the negotiated amendment to the 28E Agreement; and

WHEREAS, on September 23, 2025, Polk County Board of Supervisors approved the amendment to the 28E Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that:

1. The Amendment to the 28E Agreement by and between the City of Des Moines, Iowa, City of West Des Moines, Iowa, Polk County, Iowa and HOME, Inc. in form attached hereto and on file in the Office of the City Clerk is hereby approved.
2. The Mayor is hereby authorized and directed to sign 28E Agreement and the City Clerk is authorized and directed to attest to the Mayor’s signature thereon.



Roll Call Number

Agenda Item Number

80

Date September 29, 2025

3. The Finance Department and Neighborhood Services Department staff are authorized and directed to provide payment in accordance therewith when applicable and to administer the 28E Agreement as provided for therein.

(Council Communication No. 25-351)

MOVED BY _____ TO ADOPT. SECOND BY _____

Approved as to form:

/s/ Gary D. Goudelock Jr.

Gary D. Goudelock Jr
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
BOESEN				
SIMONSON				
VOSS				
COLEMAN				
WESTERGAARD				
MANDELBAUM				
GATTO				
TOTAL				
MOTION CARRIED		APPROVED		

CERTIFICATE

I, LAURA BAUMGARTNER, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk

**FIRST AMENDMENT TO
CHAPTER 28E AGREEMENT BY AND BETWEEN CITIES OF DES MOINES AND
WEST DES MOINES, IOWA, POLK COUNTY, IOWA AND HOME OPPORTUNITIES
MADE EASY (“HOME, INC.”) FOR PROVIDING FUNDING AND ESTABLISHMENT
OF A COMMUNITY LAND TRUST**

WHEREAS, the City of Des Moines, Iowa (hereafter “Des Moines”), City of West Des Moines, Iowa (hereafter “West Des Moines”), Polk County, Iowa, a governmental subdivision organized under the laws of the State of Iowa (hereafter “County”) and Home Opportunities Made Easy, Inc., an Iowa not-for-profit corporation (hereafter “HOME, Inc.”) entered into a 28E Agreement (“Agreement”) for the establishment and operation of a Community Land Trust filed March 4, 2025; Filing Number M517811, pursuant to Chapter 28E of the Code of Iowa; and

WHEREAS, the parties have identified a need for additional time to complete the project contemplated under the Agreement; and

WHEREAS, HOME, Inc., has identified additional funding to complete the project contemplated under the Agreement; and

WHEREAS, the Agreement allows for the City to approve written amendments pursuant to Article III, Section 5 of the Agreement; and

WHEREAS, Des Moines, West Des Moines, County, and HOME, Inc. (each of which may hereafter individually be referred to as a “Party” or jointly referred to as “the Parties”) have negotiated the following amendment to said Agreement.

NOW THEREFORE, it is mutually agreed by the Parties as follows:

1. That the Agreement is hereby amended in accordance with the terms set forth in this Amendment.
2. Article I, Section 2 is hereby deleted in its entirety and replaced by the following:

Article I – Joint Exercise of Powers Under Chapter 28E of the Code of Iowa

2. Effective Date and Duration. Pursuant to Section 28E.5 of the Code of Iowa, the Parties agree that this Agreement shall be effective January 1, 2025, and shall expire on June 30, 2026, unless terminated earlier by any Party or until terminated in accordance with Paragraph 14. The Parties may upon written mutual agreement renew the Term of this Agreement for an additional term.
3. Article II, Section 1 is hereby deleted in its entirety and replaced by the following:

Article II – Payment

1. Payment.

Des Moines, West Des Moines, and County have paid the following amounts to HOME, Inc. for the work and services as set forth and identified in Exhibit A under the Agreement:

- a. Des Moines - \$50,000
- b. West Des Moines - \$25,000
- c. Polk County - \$50,000

No later than January 1, 2026, Des Moines, West Des Moines and County shall each make a second payment to HOME, Inc. as follows:

- a. Des Moines - \$25,000
- b. West Des Moines - \$12,500
- c. Polk County - \$25,000

- 4. All other terms, provisions, and conditions originally set forth in the Agreement remain effective and binding upon the Parties.
- 5. Effective date: This Amendment is effective as of its date of execution by the last Party.
- 6. This Amendment may be simultaneously executed in several counterparts, each of which shall be deemed as original and all of which shall constitute but one and the same instrument.

SIGNATURE PAGE(S) FOLLOW

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK