



Roll Call Number

25-1068

Agenda Item Number

45

Date August 4, 2025

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN
AGREEMENT WITH JOPPA TO DEVELOP A TINY HOME VILLAGE AT THE
CHESTERFIELD SCHOOL SITE**

WHEREAS, Joppa is an Iowa nonprofit corporation; and,

WHEREAS, the City of Des Moines owns approximately 5.5 acres of real estate located at 2501 Maury Street (the "Chesterfield School Site"); and,

WHEREAS, Joppa has proposed construction of approximately 50 tiny homes on the Chesterfield School Site and potentially adjacent real estate along with facilities and supportive services for unhoused individuals, the entire project to be known as the Joppa Village at Chesterfield; and,

WHEREAS, the City is willing to enter into a 20-year lease agreement, with an option to purchase under certain circumstances, for the Chesterfield School Site only for the purpose of developing the Joppa Village at Chesterfield and to potentially include other property that the City may acquire in close proximity.

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

1. To direct the City Manager and the City Attorney or their designees to negotiate terms of a lease-purchase agreement for future consideration by the City Council.
2. Council intends that the agreement include terms materially similar to the terms contained in this resolution.
3. Twenty-Year Lease-Purchase Agreement. Council directs the City Manager and the City Attorney or their designees to develop and negotiate a twenty-year lease-purchase agreement with Joppa (the "Lease Agreement").
 - a. *Lease Terms*. During the lease period, Joppa will be required to meet measurable performance indicators to evaluate the project. These measurable performance indicators may include, but are not limited to, emergency service call volume, infrastructure condition and upkeep, tenant turnover, neighborhood feedback, health safety nuisance concerns, compliance with City codes, and financial transparency. The Lease Agreement must provide that if during the pendency of the lease Joppa fails to meet sufficient standards, or fails to resolve any health, safety, or nuisance concerns, the City will have the right to terminate the Lease



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Agreement and the project and take title to all fixtures to the real estate. The Lease Agreement may provide a reasonable opportunity to cure any defaults but must limit repeated defaults. In the event the City takes title to all improvements made by Joppa, the Lease Agreement may provide reasonable compensation.

- b. *Purchase Terms.* In order to purchase the property at the end of the 20-year lease, the Lease Agreement must provide that Joppa is not in default on the lease terms, that the project has not caused harm to the health, safety, or welfare to the Chesterfield neighborhood or the broader Des Moines community, that Joppa has effectively managed the site and demonstrated no net negative impact on public services, that Joppa remains in a sufficient financial condition, as shown by a financial audit to properly continue to pursue the project, including proper maintenance of the Real Estate and proper operations of the village.
4. Joppa Obligations. The Lease Agreement shall provide that prior to entering into the lease or prior to occupying the real estate or prior to any demolition or construction on the real estate, Joppa will perform the following:
 - a. Evaluate the feasibility of this site and any adjacent sites for the project.
 - b. Secure and demonstrate all necessary financing for project development, implementation, and continued maintenance. Joppa must provide all necessary financing to demonstrate adequate resources to complete each phase of construction, operations, and maintenance of the project.
 - c. Obtain all necessary government approvals from the City and other applicable agencies, including but not limited to developing site plans and building designs which demonstrate proper grading, housing and support facilities for residents, along with full building plans ready to be submitted for building permits.
 - d. Joppa commits to this project being its exclusive tiny home project in the City of Des Moines and will not seek any type of approval for similar types of developments within the boundary of the City.
5. City Obligations.
 - a. *Site Preparation and Demolition of Existing Structures.* The Lease Agreement may provide for site preparation and demolition of existing structures if needed by the City to promote timely project development and implementation.
 - b. *Land Acquisition.* The City acknowledges that Joppa seeks to include adjacent property in its project. This real estate is generally located south of Maury Street, west of SE 25th Court, north of existing Norfolk Southern Railway tracks property, and east of Dean Lake. This land is primarily owned by the Des Moines Metropolitan Wastewater Reclamation Authority (the "WRA"). The City will attempt to acquire this real estate for future phases of the project. However, the



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Lease Agreement is not contingent upon the City's acquisition of this land, nor upon its inclusion in the development if acquired. The Lease Agreement shall provide that in the event the City acquires the property, the City may, in its sole discretion, incorporate the property into the development under terms consistent with the Lease Agreement.

- c. *Assistance During any Due Diligence Period.* The City Manager or his designee shall provide reasonable staff assistance in determining the viability of the project, other than financial viability, and to cooperate and assist Joppa in meeting its obligations under section 4. This may include assistance in conducting all necessary site review of the adequacy of existing City infrastructure such as streets, water and sewers along with a final site plan.
 - d. *Planning Assistance.* The City Manager or his designees shall reasonably assist Joppa, in developing building designs which demonstrate proper grading, housing and support facilities for residents, along with full building plans ready to be submitted for building permits.
 - e. *No Financial Support.* Without further direction from Council, this resolution does not authorize or anticipate financial assistance by the City to Joppa.
 - f. *Zoning Assistance.* Upon execution of the Lease Purchase Agreement and Joppa's fulfillment of all conditions precedent, the City shall initiate zoning changes for the real estate that will reasonably allow its use for a tiny home village. The City will not guarantee zoning approval, however, if desired by Joppa, the commencement of the Lease Agreement or possession may be contingent on this rezoning.
 - g. *Sale of Real Estate.* The Lease Agreement may provide that prior to the sale of the real estate with covenants to assure continued use as a tiny home village, the City will provide standard closing documentation and that the real estate will close under standard terms for real estate sales in Iowa.
6. The City Manager and the City Attorney or their designees are directed to include any other reasonable requirements or terms in the Lease Agreement and upon agreement and execution by Joppa present the agreement to the City Council for approval.



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Moved by Gatto to adopt. Second by Mandelbaum.

FORM APPROVED:

Thomas G. Fisher Jr.

Thomas G. Fisher Jr.
Deputy City Attorney

*Council Member Voss declares a conflict of interest and abstains from voting.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
BOESEN	✓			
SIMONSON	✓			
VOSS				
COLEMAN	✓			
WESTERGAARD	✓			
MANDELBAUM	✓			
GATTO	✓			
TOTAL	6			

MOTION CARRIED

APPROVED

Connie Boesen

Mayor

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.

Laura Baumgartner

City Clerk