

Date February 24, 2025

**APPROVAL OF FIRST AMENDMENT TO PARKING LEASE AGREEMENT**

WHEREAS, on December 22, 1997 in Roll Call No. 97-4072, the City Council approved a Parking Lease Agreement (the "Agreement") between the City and Principal Mutual Life Insurance Company, now known as Principal Life Insurance Company, an Iowa corporation; and,

WHEREAS, the parties to the Agreement disagree as to the proper calculation of rent due under the Agreement; and,

WHEREAS, the parties have negotiated a compromise and have agreed to a formula for rent in the future.

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

1. That the attached First Amendment to Parking Lease Agreement is hereby approved.
2. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.
3. The City Manager is directed to administer the Agreement subject to the First Amendment.. **(Council Communication No. 25-081)**

Moved to adopt by \_\_\_\_\_ . Second by \_\_\_\_\_ .

FORM APPROVED:

*/s/ Thomas G. Fisher Jr.*

Thomas G. Fisher Jr., Deputy 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  
PARKING LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO PARKING LEASE AGREEMENT** ("Amendment") is made and entered into on or as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between CITY OF DES MOINES, IOWA ("City"), and PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, now known as PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation ("Principal").

**RECITALS**

**WHEREAS**, the City and Principal entered into a Parking Lease Agreement on December 22, 1997 (the "Agreement") related to certain parking spaces located at the "Park & Ride Facility" (as that term is defined in the Agreement) located at 830 6<sup>th</sup> Avenue, Des Moines, Iowa; and

**WHEREAS**, the City and Principal desire to amend the Agreement to account for an acknowledged overpayment of lease payments by the Principal and to clarify the lease payments formula due to the City under the Agreement from and after the Effective Date (as that term is defined herein).

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the recitals, rent paid and to be paid to City, and the covenants to be performed by the parties in accordance with the terms and conditions hereinafter contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Amendment shall be June 1, 2024 ("Effective Date").
2. **CONSTRUCTION.** All capitalized terms used herein shall have the same meaning as set forth in the Agreement unless otherwise herein defined.
3. **PRIOR LEASE PAYMENTS.** The parties disagree regarding the payments that have been made under the Agreement. Principal contends that as of May 31, 2024, Principal had inadvertently overpaid the amount of lease payments due under the Agreement in an aggregate amount of ONE HUNDRED FIFTY THOUSAND NINE HUNDRED THIRTEEN and 87/100 DOLLARS (\$150,913.87). The City disagrees that Principal overpaid. To resolve this, the parties agree that Principal shall receive a credit against the monthly lease payment amounts due under the Agreement for the months of June, July, August, September, October, November and December in calendar year 2024 by the amount of \$21,559.12 per month to reduce the monthly amounts due for such period to the fixed amount set forth in Section 5 of this Amendment. Other than compliance with the Amendment, each party hereby releases and waives any and all claims or causes of action against the other arising out of, or related to, the amount of any payment that was made on or prior to December 31, 2024.
4. **AMENDMENT TO LEASED PREMISES.** Section 1 of the Agreement is hereby amended to reduce the amount of exclusive parking spaces leased in the Park & Ride

Facility from 900 to 867 monthly parking spaces, and the term “Leased Premises” is hereby amended to provide for the same.

5. **AMENDMENT TO LEASE PAYMENTS.** Section 2 of the Agreement is deleted in its entirety, and the following language is inserted and substituted in its place:

“2. *Lease Payments.* As rental for the Leased Premises (consisting of 867 monthly parking spaces) Principal agrees to pay the City monthly lease payments as follows:

a. *For Calendar Year 2024, lease payments shall be \$79,142.93 per month for the months of June, July, August, September, October, November and December.*

b. *Starting January 1, 2025 and for each following Calendar Year, the monthly lease payments for each leased parking space shall be \$60.00 per month plus a minimum of \$40.00 per month. The \$40 per month portion shall be increased each year by a percentage that is the lesser of:*

1. *The percentage increase between the City’s total actual operating costs for the Park & Ride Facility for the prior fiscal year over \$459,424.00 (operational costs from FY2000). Operating costs, as that term is used herein, shall include only those costs directly attributable to the Park & Ride Facility, and shall exclude any and all shuttle costs, property taxes, DART contributions, or costs unrelated to the operation of the parking ramp located therein; or;*

2. *The percentage increase in the average monthly rates for monthly rates for City parking garages on June 30 of the prior fiscal year without incentive adjustments over \$58.75 (average monthly parking rate for City garages in FY2000). The garages used to calculate the average will be those that were in use in FY2000. Should a garage be sold or removed from service it will be removed from the average calculation.*

*If either of the aforementioned percentages set forth in 2(a) or 2(b) above is less than zero, the monthly rent shall be \$100.00 per month, inclusive of the \$60.00 charge.*

*The City shall provide Principal with audited reports reflecting the operating costs of the Park & Ride Facility and the parking rates applicable to other City parking facilities. The reports shall be issued on or before October 1 annually.*

*All lease payments shall be directed to the attention of the City Treasurer, City Hall, 400 E 1st St. Des Moines IA 50309, or such other person or place as the City may designate in writing.*

*All delinquent lease payments, except as noted above, shall draw interest at the rate of 10% per annum from the date that is five business days subsequent to the due date until paid."*

The monthly lease payments for June, July, August, September, October, November and December of Calendar Year 2024, as provided for above in amended Section 2(a), shall be paid without interest rate penalty or late fee within Thirty (30) days following execution of this Amendment.

6. **BROKERAGE.** Principal and City represent and warrant that they have had no dealings with any broker or agent in connection with this Amendment. Principal and City each covenant to pay, hold harmless and indemnify the other from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by any agent or broker other with which it has had dealings in connection with this Amendment or otherwise by reason of any breach of any said representation or warranty.
7. **AUTHORITY.** The person(s) executing this Amendment on behalf of Principal and City are the duly authorized representatives of Principal and City, as the case may be, with the full power and authority to execute and deliver this Amendment and all necessary internal approvals have been issued authorizing the execution and delivery hereof. City represents and warrants to Principal that no consent of any third party is required for City to execute this Amendment, including, without limitation, any mortgagees or lenders.
8. **RATIFICATION.** The terms and provisions of the Agreement as hereby amended are hereby ratified and confirmed in all respects and other than as set forth herein, the Agreement shall remain unamended and in full force and effect. In the event of a conflict between the terms and conditions of this Amendment and the Agreement, this Amendment shall govern and control. The definitions of all defined terms as set forth in the Agreement shall apply to such terms as used in this Amendment unless specifically provided herein to the contrary.
9. **COUNTERPART SIGNATURES.** This Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signature of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Amendment, (a) the signature pages taken from the separate individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts, and (b) a facsimile or other electronic transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Amendment shall be deemed originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.
10. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. **ENTIRE AGREEMENT.** This Amendment sets forth all the covenants, agreements and understandings between City and Principal with respect to the subject matter hereof, and

there are no other covenants, conditions or understandings, whether written or oral, between the parties hereto except as set forth in this Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

(Signature Pages Following)

**CITY OF DES MOINES, IOWA**

ATTEST:

By: \_\_\_\_\_  
Laura Baumgartner, City Clerk

By: \_\_\_\_\_  
Connie Boesen

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas G. Fisher Jr.  
Deputy City Attorney

STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF POLK    )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared CONNIE BOESEN and LAURA BAUMGARTNER, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 25-\_\_\_\_\_ of City Council on the \_\_\_ day of \_\_\_\_\_, 2025, and that CONNIE BOESEN and LAURA BAUMGARTNER acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

