



Date August 4, 2025

**APPROVING OF 28E AGREEMENT  
BETWEEN THE CITY OF DES MOINES, IOWA, AND IOWA STATE FAIR  
AUTHORITY TO CONSTRUCT A SIDEWALK ALONG EAST 30<sup>TH</sup> STREET  
FROM EAST UNIVERSITY AVENUE TO EAST GRAND AVENUE**

**WHEREAS**, the Iowa State Fair Authority (hereinafter “FAIR”) desires to construct a six (6) feet wide sidewalk/trail along East 30<sup>th</sup> Street from East University Avenue to East Grand Avenue with the segment from East University Avenue north for approximately nine-hundred (900) feet at a wider width of ten (10) feet wide sidewalk/trail to accommodate peak pedestrian traffic during fairground events and to comply with the City of Des Moines, Iowa’s (hereinafter “CITY”) transportation planning that identifies East 30<sup>th</sup> Street which identifies it being on the Core Bike Network; and

**WHEREAS**, the FAIR staff has worked with the CITY on plans for such new sidewalk/trail and has completed the design and construction plans for a sidewalk/trail along East 30<sup>th</sup> Street from East University Avenue to East Grand Avenue, and proposes the sidewalk/trail will be constructed by the FAIR; and

**WHEREAS**, the FAIR desires that construction of such sidewalk/trail be completed and be available for the 2025 Iowa State Fair; and

**WHEREAS**, the FAIR will be responsible for all maintenance of the sidewalk/trail, and to construct the sidewalk in accordance with the Statewide Urban Design and Specifications (SUDAS); and

**WHEREAS**, the CITY desires to cooperate with the FAIR by allowing construction of such improvements within East 30<sup>th</sup> Street right-of-way and providing additional funding for such construction.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Moines, Iowa, the attached Agreement between the City and the Iowa State Fair Authority, is hereby approved and the Mayor is hereby authorized and directed to sign the Agreement, the City Clerk is hereby authorized and directed to attest to the Mayor’s signature, the City Finance Director is authorized and directed to make payment to the Iowa State Fair Authority in accordance with the terms of the Agreement, and the City Engineer is authorized to carry out the terms of the Agreement.

Roll Call Number

Agenda Item Number

8-I

Date August 4, 2025

(Council Communication No. 25-302)

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

FORM APPROVED: /s/ Chas M. Cahill  
Chas M. Cahill  
Assistant City Attorney

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

MOTION CARRIED

APPROVED

\_\_\_\_\_  
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.

\_\_\_\_\_  
City Clerk

**28E AGREEMENT  
BETWEEN THE CITY OF DES MOINES, IOWA,  
and  
IOWA STATE FAIR AUTHORITY  
TO CONSTRUCT A SIDEWALK ALONG EAST 30<sup>TH</sup> STREET  
FROM EAST UNIVERSITY AVENUE TO EAST GRAND AVENUE**

This Agreement made and entered into this 30 day of JULY, 2025, by and between the City of Des Moines, Iowa, hereinafter called the "CITY" whose address for the purpose of this Agreement is City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309, and the Iowa State Fair Authority, hereinafter called the "FAIR", an Iowa non-profit corporation whose address for the purpose of this Agreement is State Fairgrounds, Des Moines, Iowa 50317-0003.

NOW WITNESSETH:

WHEREAS, the FAIR desires to construct a six (6) feet wide sidewalk/trail along East 30<sup>th</sup> Street from East University Avenue to East Grand Avenue with the segment from East University Avenue north for approximately nine-hundred (900) feet at a wider width of ten (10) feet wide sidewalk/trail to accommodate peak pedestrian traffic during fairground events and to comply with the CITY's transportation planning that identifies East 30<sup>th</sup> Street which identifies it being on the Core Bike Network; and

WHEREAS, the FAIR staff has worked with the CITY on plans for such new sidewalk/trail and has completed the design and construction plans for a sidewalk/trail along East 30<sup>th</sup> Street from East University Avenue to East Grand Avenue, as shown in the attached Exhibit A ("Bid Plans"), and proposes the sidewalk/trail will be constructed by the FAIR; and

WHEREAS, the FAIR desires that construction of such sidewalk/trail be completed and be available for the 2025 Iowa State Fair; and

WHEREAS, the FAIR will be responsible for all maintenance of the sidewalk/trail, and to construct the sidewalk in accordance with the Statewide Urban Design and Specifications (SUDAS); and

WHEREAS, the CITY desires to cooperate with the FAIR by allowing construction of such improvements within East 30<sup>th</sup> Street right-of-way and providing additional funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the CITY and FAIR hereto in connection with the sidewalk/trail construction project ("project") hereinafter described pursuant to the provisions of Chapter 28E of the Code of Iowa.



2. **Project.** The term "project" for the purpose of this Agreement shall mean construction of a six (6) feet wide sidewalk/trail along East 30<sup>th</sup> Street from East University Avenue to East Grand Avenue with the segment from East University Avenue north for approximately nine-hundred (900) feet at a wider width of ten (10) feet wide sidewalk/trail, all in accordance with the contract documents. The construction contract for this project (\$146,528.02), plus one change order (\$27,685.00), totaled \$174,213.02.

a. Responsibility of FAIR:

FAIR will be responsible for design, bidding, construction, and undertaking the project through its contractor. Said responsibility is subject to approval of bidding and of construction award by the FAIR in accordance with State and local law. CITY may demonstrate consent to the construction award by written notice from its City Engineer and/or resolution of its City Council. FAIR to notify CITY of the bid results.

The FAIR agrees that all plans and specifications shall be prepared and certified by an engineer or architect licensed to practice in the State of Iowa and shall be approved by the CITY prior to construction, said approval to include the approval of the CITY Engineer, Permit and Development Department. The FAIR agrees that the project shall be completed in strict adherence to the plans and specifications as approved by the CITY. Any deviations from the plans and specifications or substitutions of materials shall be permitted only with the prior written approval of the CITY. FAIR shall also be responsible for maintenance of the project upon completion.

FAIR shall be responsible for timely payment of the remaining project costs (design, construction, etc.) after application of the CITY's payment defined within Section 2.b of this Agreement.

b. Responsibility of CITY:

The CITY shall provide for the staff review and approval of plans and specifications associated with the construction of the project. CITY shall provide a cost share payment to FAIR in the amount \$23,397.20, upon completion of the project and acceptance of the project by the CITY.

3. **Maintenance.** Upon completion and the CITY's acceptance of the project, the FAIR shall be solely responsible for all activities related to and costs of maintenance of the completed sidewalk/trail project, in accordance with City ordinances, policies and regulations, and state and federal law.
4. **Project Administration.** The project shall be administered by the FAIR or their designee. No separate legal or administrative agency is created by this Agreement.
5. **Exercise of Powers.** The FAIR and CITY will exercise its powers and shall retain sole responsibility within each respective jurisdiction in furtherance of the project except as explicitly stated herein.
6. **Finances.** The FAIR and CITY shall finance its share of the cost of the project in such a manner as shall be determined by its respective Board or Council and permitted by law. The

FAIR and CITY agree to cooperate to the extent necessary to allow both to fully comply with all laws applicable to the financing of and contracting for any work or activity contemplated by this Agreement.

7. **Liens and Encumbrances.** Neither the FAIR nor anyone claiming by, through, or under the FAIR shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon the CITY right-of-way or any CITY property. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. For the further security of CITY, FAIR covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor and further agrees to include such a provision in every agreement made with contractors and subcontractors in connection with the sidewalk/trail project.
8. **Method of Approval.** The FAIR and CITY hereto shall approve this Agreement by Resolution, which Resolution shall authorize: (1) the Mayor and the City Clerk to execute this Agreement for the CITY and (2) the FAIR Chief Executive Officer/Manager to execute this Agreement.
9. **Filing with the Secretary of State.** When this Agreement has been approved by the FAIR and CITY hereto, this Agreement shall be filed with the Iowa Secretary of State in accordance with Section 28E.8 of the Code of Iowa.
10. **Effective Date.** This Agreement shall be effective from and after the date on which this Agreement is filed in the office of the Iowa Secretary of State.
11. **Duration.** This Agreement shall be effective from the effective date herein provided until terminated as provided below.
12. **Method of Termination.** This Agreement shall terminate upon acceptance of the project by the Des Moines City Council.
13. **Notices.** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

Notices to FAIR  
shall be addressed to:

State Fairgrounds  
Des Moines, IA 50317  
Attention to:  
Jeremy Parsons, CEO

Notices to CITY  
shall be addressed to:

City Engineer  
City of Des Moines  
400 Robert D. Ray Drive  
Des Moines, IA 50309

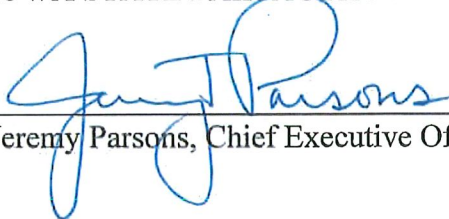
14. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.



15. **Entire Agreement.** This Agreement contains the entire agreement between the FAIR and CITY regarding the project as described herein, and may not be changed except by an amendment in writing signed by them.

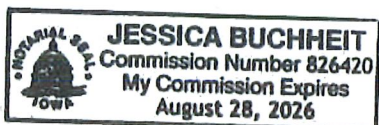
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized therefore.

IOWA STATE FAIR AUTHORITY

  
\_\_\_\_\_  
Jeremy Parsons, Chief Executive Officer/Manager

STATE OF IOWA     )  
                              ) ss:  
COUNTY OF POLK    )

On this 30 day of JULY, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeremy Parsons to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer/Manager of the IOWA STATE FAIR BOARD OFFICERS AND DIRECTORS, that the seal affixed to the foregoing instrument is the seal of the IOWA STATE FAIR AUTHORITY (or no seal has been procured by the Authority); that the instrument was signed (and sealed) on behalf of the Authority, by authority of its Board of Officers and Directors; and that Jeremy Parsons acknowledged the execution of the instrument to be the voluntary act and deed of the IOWA STATE FAIR AUTHORITY, by it and by him voluntarily executed.



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

CITY OF DES MOINES

\_\_\_\_\_  
Connie S. Boesen, Mayor

ATTEST:

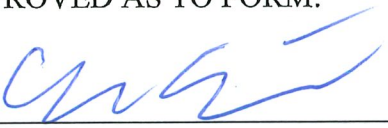
\_\_\_\_\_  
Laura Baumgartner, City Clerk

STATE OF IOWA     )  
                              ) ss:  
COUNTY OF POLK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public, personally appeared Connie S. Boesen and Laura Baumgartner, to me personally know, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, as contained in the Resolution adopted under Roll Call No. \_\_\_\_\_, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chas M. Cahill, Assistant City Attorney