



**Roll Call Number**

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**Agenda Item Number**

8-II

**Date** August 4, 2025

**APPROVING 28E AGREEMENT BETWEEN THE CITY OF DES MOINES, IOWA,  
AND IOWA STATE FAIR AUTHORITY FOR A TEMPORARY TRAFFIC SIGNAL  
AT EAST 30<sup>TH</sup> STREET AND MAPLE STREET**

**WHEREAS**, the Iowa State Fair Authority (hereinafter “FAIR”) desires to add a new pedestrian access to the State Fairgrounds at the intersection of East 30<sup>th</sup> Street and Maple Street; and

**WHEREAS** to manage traffic operations, including pedestrian traffic utilizing the new access to the State Fairgrounds at the intersection of East 30<sup>th</sup> Street and Maple Street, a temporary traffic signal during the Iowa State Fair is desired by both the FAIR and City of Des Moines, Iowa (hereinafter “CITY”); and

**WHEREAS**, the FAIR desires that the new pedestrian access to the State Fairgrounds at the intersection of East 30<sup>th</sup> Street and Maple Street be opened for the 2025 Iowa State Fair, therefore the temporary traffic signal should be installed and be available for the 2025 Iowa State Fair; and

**WHEREAS**, to have a temporary traffic signal available for the 2025 Iowa State Fair, temporary span wire signals on overhead wires supported by temporary wood poles will be installed for the 2025 Iowa State Fair; and

**WHEREAS**, ultimately, the final temporary traffic signal installation will include temporary span wire signals on overhead wires supported by steel poles; and

**WHEREAS**, the CITY will oversee the design, construction, maintenance and operation of the temporary and final traffic signals; and

**WHEREAS**, the FAIR will be responsible for all costs associated with the design, construction, maintenance and operation (including, but not limited to, power for the signal) of the temporary and final traffic signals; and

**WHEREAS**, the temporary and final traffic signals will only be in operation during the Iowa State Fair and/or any other times only as determined by the CITY.

**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, and the City Engineer is authorized to carry out the terms of the Agreement.

Roll Call Number

Agenda Item Number

8.II

Date August 4, 2025

(Council Communication No. 25-303)

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  
FOR A TEMPORARY TRAFFIC SIGNAL AT EAST 30<sup>TH</sup> STREET AND MAPLE STREET**

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 has added a new pedestrian access to the State Fairgrounds at the intersection of East 30<sup>th</sup> Street and Maple Street; and

WHEREAS to manage traffic operations, including pedestrian traffic utilizing the new access to the State Fairgrounds at the intersection of East 30<sup>th</sup> Street and Maple Street, a temporary traffic signal during the Iowa State Fair is desired by both the FAIR and CITY; and

WHEREAS, the FAIR desires that the new pedestrian access to the State Fairgrounds at the intersection of East 30<sup>th</sup> Street and Maple Street be opened for the 2025 Iowa State Fair, therefore the temporary traffic signal should be installed and be available for the 2025 Iowa State Fair; and

WHEREAS, to have a temporary traffic signal available for the 2025 Iowa State Fair, temporary span wire signals on overhead wires supported by temporary wood poles will be installed for the 2025 Iowa State Fair, hereinafter called the "INTERIM SIGNAL IMPROVEMENTS"; and

WHEREAS, ultimately, the final temporary traffic signal installation will include temporary span wire signals on overhead wires supported by steel poles, hereinafter called the "FINAL SIGNAL IMPROVEMENTS"; and

WHEREAS, the CITY will oversee the design, construction, maintenance and operation of the INTERIM SIGNAL IMPROVEMENTS and FINAL SIGNAL IMPROVEMENTS; and

WHEREAS, the FAIR will be responsible for all costs associated with the design, construction, maintenance and operation (including, but not limited to, power for the signal) of the INTERIM SIGNAL IMPROVEMENTS and FINAL SIGNAL IMPROVEMENTS; and

WHEREAS, the INTERIM SIGNAL IMPROVEMENTS and FINAL SIGNAL IMPROVEMENTS will only be in operation during the Iowa State Fair and/or any other times only as determined by the CITY.

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 INTERIM SIGNAL IMPROVEMENTS and FINAL SIGNAL IMPROVEMENTS ("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 include:
  - a. INTERIM SIGNAL IMPROVEMENTS, which includes temporary span wire signals on overhead wires supported by temporary wood poles; and
  - b. FINAL SIGNAL IMPROVEMENTS, which includes temporary span wire signals on overhead wires supported by steel poles.
3. **Responsibility of FAIR.** FAIR will be responsible for all costs associated with the design, construction, maintenance and operation (including, but not limited to, power for the signal) of the project. FAIR understands that these costs will include costs for consultants and contractors for the design, construction, maintenance and operation of the project. FAIR shall be responsible for timely payment of the project costs (design, construction, etc.) after application of the CITY's payment.
4. **Responsibility of CITY.** CITY will oversee the design, construction, maintenance and operation of the project.
5. **Maintenance.** Upon completion and the CITY's acceptance of the project, the FAIR shall be solely responsible for all costs related to maintenance and operation of the completed TEMPORARY SIGNAL IMPROVEMENTS and FINAL SIGNAL IMPROVEMENTS project, in accordance with City ordinances, policies and regulations, and state and federal law. FAIR understands that these costs will include costs for consultants and contractors used by the CITY for the maintenance and operation of the project. CITY's on-call traffic signal contractor will perform maintenance and operation of the project, including installation of temporary span wire signals on overhead wires prior to the Iowa State Fair, and removal of temporary span wire signals on overhead wires after the Iowa State Fair.
6. **Project Administration.** The project shall be administered by the CITY or their designee. No separate legal or administrative agency is created by this Agreement.
7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **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.
13. **Duration.** This Agreement shall be effective from the effective date herein provided until terminated as provided below.
14. **Method of Termination.** This Agreement shall terminate upon the project being removed if no longer necessary or desired as determined in writing by the CITY.
15. **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:

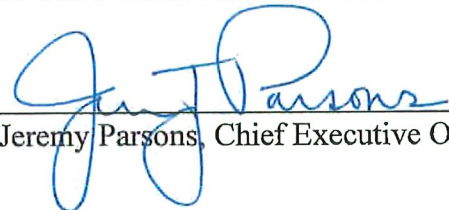
City Engineer  
City of Des Moines  
400 Robert D. Ray Drive  
Des Moines, IA 50309

16. **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.
17. **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.



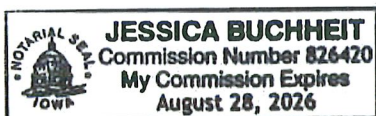
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized therefore.

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