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HON. PAUL D. PATE  
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HON. ROBY SMITH  
TREASURER OF STATE

HON. MICHAEL L. NAIG  
SECRETARY OF AGRICULTURE



## Executive Council of Iowa

CAPITOL BUILDING  
DES MOINES, IOWA 50319  
PHONE: 515 281-5368

July 15, 2024

Accounting Department  
Office of the Treasurer  
Lucas Building  
321 E 12<sup>th</sup> Street  
Des Moines, IA, 50319

The Executive Council, in a meeting held on this date, approved the Iowa State Fair's request for an emergency allocation in the amount of \$12,399.00, subject to audit of actual invoices. On December 24, 2023, a vehicle crashed and damaged a flag pole, a gate and landscaping. Request was to cover repair costs.

EXECUTIVE COUNCIL OF IOWA

*Kristi Onstot*

Kristi Onstot  
Executive Secretary

cc: Stacy Jorgensen, Human Resource/Risk Management Director, Iowa State Fair  
Heather Hackbarth, Department of Management  
Matt Bender, Department of Management

AOS Claim # 3674  
TOS Job # \_\_\_\_\_



**OFFICE OF AUDITOR OF STATE**  
**STATE OF IOWA**

Rob Sand  
Auditor of State

State Capitol Building  
Des Moines, Iowa 50319-0004  
Telephone (515) 281-5834 Facsimile (515) 281-6518

April 12, 2024

Victoria Newton  
Executive Council  
L O C A L

Subject: Damages to Flag Pole, Gate and Landscaping due to Crashed Vehicle  
on December 24, 2023  
Iowa State Fair  
Claim dated January 10, 2024  
AOS Claim ID: 3674

In accordance with Executive Council policy, we have examined the claim for 29C.20 funds for the above-mentioned damage. It is our conclusion that the above damage incurred by the Iowa State Fair is covered by Chapter 29C.20 of the Code of Iowa. Therefore, we recommend an Executive Council allocation in the amount of \$12,399.00, subject to an audit of actual invoices.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R. Brustkern".

Brian R. Brustkern, CPA  
Deputy Auditor of State

cc: Stacy Jorgensen, Human Resource/Risk Management Director, Iowa State Fair  
Heather Hackbarth, Department of Management

# Martin's Flag Company

135 5th St.

West Des Moines, IA 50265

Phone: (800) 992-3524

Email: [brettb@martinsflag.com](mailto:brettb@martinsflag.com)

# Sales Quote

Date	Estimate #
1/8/2024	1456

Name / Address
Iowa State Fairgrounds PO Box 57130 Des Moines, IA 50317

Ship To
Iowa State Fairgrounds Frank Robey 3000 East Grand AVE Des Moines, IA 50317

Availability	Terms
	Net 30

Item	Description	Qty	Cost	Total
FPS25	24-Ft. Exposed Height Sentry Model Internal System Aluminum Flagpole, 5" base, .125" wall, Black Powdercoat	1	2,259.00	2,259.00
Shipping Charges*	Shipping	1	460.00	460.00
FPINSTALL	Flagpole Installation	1	1,250.00	1,250.00

<p>Terms and Conditions: Quotations are void unless accepted within 30 days from date of issue. Prepayment in the form of a credit card or check is due upfront unless other arrangements for payment have been made. Shipping quotes may vary due to sudden variation of shipping costs.</p>	<b>Subtotal</b>	\$3,969.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$3,969.00



Des Moines Steel Fence Co. Inc.  
 2045 NE 46th Ave, Ste A  
 Des Moines, Iowa 50313  
 Office: 515-270-6227  
 Fax: 515-270-2462

# COMMERCIAL PROPOSAL

DATE 1/8/2024

TO Iowa State Fair  
 Attn: Frank 515-210-5037  
 Email: frobey@iowastatefair.org

PROJECT NAME & ADDRESS:  
33rd & University Ave

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE EXTENSION
		Furnish labor and materials to replace 6 sections of		
		5' tall 2 rail black ornamental steel fence and 2 line		
		posts.		\$8,430.00

SALES TAX	
DELIVERY	
<b>TOTAL</b>	

\*\* Property lines & any required permits are the responsibility of the owner or general contractor, unless otherwise noted.

\*\* Any private Utilities, including propane & sprinkler lines, must be located by customer. Any damages are not the responsibility of Des Moines Steel Fence.

You are hereby authorized to furnish and install the above described fencing of the prices and upon terms and conditions specified herein. I (we) accept full responsibility for the location of all property lines, and I (we) hereby consent to Company's entry upon the property where the fence is to be installed and to Company's removal of said fence, without notice, if the contract is not paid in full when due. I (we) hereby warrant that I (we) are in and entitled to possession of the property where the fence is to be installed, and I (we) hereby agree to indemnify Company and hold it harmless for any damages to said property because of the removal of said fences as foresaid. I (we) understand that all the terms and conditions set forth herein are subject to act of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain the materials described hereon, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond Company's control, whether or not similar to any of the causes specifically enumerated, and if performance in whole or part is prevented or hindered, or cost is abnormally increased as a result thereof, Company shall not be liable for any losses, damages or delay occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the agreement between the parties in reference to material described herein.

Unless otherwise stated  
quoted valid for 10 days.

- 1.5% monthly interest (18% APR) will be charged on all past due accounts over 30 days.
- Reasonable collection and attorney fees will be assessed on all accounts placed for collection.
- Customer will be responsible for any restocking fees or permit costs incurred if job is cancelled prior to installation. No materials accepted for return without prior authorization.

**IMPORTANT – All owners, principals, partners and senior staff members signing below, by execution of this contract, give their full and unconditional personal guarantee for the entire fulfillment of this contract and its contract conditions and terms.**

Must be signed by owner, proprietor, or corporate officer.

## Onstot, Kristi [TOS]

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**From:** Stacy Jorgensen <sjorgensen@iowastatefair.org>  
**Sent:** Tuesday, January 9, 2024 9:43 AM  
**To:** Hollingsworth, Tammy [AOS]; ExecutiveCouncil [TOS]  
**Subject:** ISF Property Damage  
**Attachments:** 1582\_001.pdf; Est\_1456\_from\_Martins\_Flag\_Company\_LLC\_21960.pdf; Fence Repair Estimate at E 33rd & University.pdf; Estimate to repair damages at E 33rd and University.pdf; Gate2 PTZ\_20231224\_112230.mov

Hello,

We sustained property damage due to a vehicle crash. I found out yesterday that the owner of the vehicle cancelled his insurance through State Farm and they are denying the claim. It's about \$22K in damage. It happened on 12/24/2023. I know this well outside of the 24 hour notice. DMPD also has a report, but they have not yet forwarded it to me. I've attached the ISF police report, estimates of damage and also a video. We have not yet started on repairs. If this is something that could be covered under 29C.20 please let me know I will put together something more formal.

Thank you

***Stacy Jorgensen***

H.R., Admissions and Camping Director  
515.401.1513  
Iowa State Fair  
August 08-18, 2024



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**From:** Stacy Jorgensen  
**Sent:** Monday, January 8, 2024 4:17 PM  
**To:** statefarmclaims@statefarm.com  
**Subject:** Claim # 1561M638Q

Hello,

Please see the attached Iowa State Fair Police report, estimates of damage replacement and video of the crash. Please let me know if you have any questions.

***Stacy Jorgensen***

H.R., Admissions and Camping Director  
515.401.1513  
Iowa State Fair  
August 08-18, 2024



**AUGUST**  
**8-18, 2024**