

ANNUAL DISCLOSURE FOR AUTHORITY/BOARD/COMMISSION MEMBER
PURSUANT TO SDCL CHAPTER 3-23

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Name of Member: Larry A. Nelson

Name of Board, Authority or Commission: Transportation Commission

The Member shall disclose below any contract in which the Member has an interest or from which the Member derives a direct benefit if the contract is:

- 1) With the state agency to which the Member's board, authority or commission is attached for reporting or oversight purposes and which contract requires the expenditure of government funds;
- 2) With the state and which contract requires the approval of the Member's board, authority or commission and the expenditure of government funds; or
- 3) With a political subdivision of the state if the political subdivision approves the contract and:
 - a. Is under the regulatory oversight of the authority, board, or commission, or
 - b. Is under the regulatory oversight of the agency to which the Member's board, authority or commission is attached.

The Member shall disclose the contract even though no additional authorization is needed from the Member's board, authority or commission to have an interest or derive a benefit from the contract.

The Member shall also identify every entity in which the Member possesses an ownership interest of five percent or greater if:

- 1) The entity receives grant money from the State, either directly or by a pass-through grant or
- 2) The entity contracts with the State or any political subdivision for services.

1. **Contracts in which you have an interest pursuant to SDCL Chapter 3-23 and which do not violate any other provision of law** - Provide the following for each contract in which you have, or will have, an interest. For further information see SDCL 3-23-2.1 and 3-23-3.1.

Description of the contract	Parties	Description of your interest/role in the contract	Date contract was previously disclosed, if applicable

Attach additional pages, if necessary.

2. **Contracts in which you have a direct benefit pursuant to SDCL Chapter 3-23** - Provide the following for each contract from which you derive, or will derive, a direct benefit. For more information see SDCL 3-23-2, 3-23-2.2 and 3-23-3.1.

Description of the contract	Parties	Description of the direct benefit	Date contract was authorized
Thomas Frieberg is attorney for Daniel Dannen. Mr. Dannen is the owner of the real property being sold to Lewis Hilmer and Sarah Delugosh on Contract for Deed. Mr. Hilmer and Sarah Delugosh are parties to an issue with the DOT for a highway right of way acquisition.	Daniel Dannen, Thomas Frieberg, attorney with Frieberg, Nelson, and Ask, LLP, law firm, Lewis Hilmer, and State of South Dakota.	Larry A. Nelson is a partner in the law firm of Frieberg, Nelson & Ask, LLP	May of 2017. There is a continuing business relationship between Frieberg, Nelson, & Ask, LLP, and Daniel Dannen, as a client.

Attach additional pages, if necessary.

3. Entities in which you possess an ownership interest of five percent or more that receive grant money from the State, either directly or by a pass-through grant, or that contract with the State or any political subdivision for services – Provide the following for each such entity. See SDCL 3-23-3.1.

Description of the contract or grant	Party in which you possess the interest	State agency or subdivision

Attach additional pages, if necessary.

The member shall complete a separate authorization request for any contract identified above that requires authorization from the Member's board, authority or commission in order for the Member to legally derive a direct benefit.

Signature of Member:  Date: 2/12/2018

STATE OF SOUTH DAKOTA

(insert name of board/commission/authority)

REQUEST FOR STATE BOARD WAIVER
PURSUANT TO SDCL CHAPTER 3-23

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Date: 2/12/2018

Name of Board Member or Former Board Member: Larry A. Nelson

Name of Board, Authority or Commission: Transportation Commission

Brief explanation of contract for which a waiver is requested:

- a) Parties to the contract
Daniel Dannen and his attorney, Thomas Frieberg. Mr. Frieberg is an attorney with Frieberg, Nelson & Ask, LLP, law firm. Daniel Dannen is selling certain real property on a contract for deed to Lewis Hilmer and Sarah Delugosh. There is eminent domain dispute between Lewis Hilmer, Sarah Delugosh as it relates to right of way acquisition by the State.
- b) Board Member's role in the contract
Larry A. Nelson is a partner in the law firm of Frieberg, Nelson & Ask, LLP.
- c) Purpose and objective of the contract
Thomas Frieberg is the attorney for Daniel Dannen. Mr. Dannen is the owner of the real property being sold to Lewis Hilmer and Sarah Delugosh on Contract for Deed. Lewis Hilmer and Sarah Delugosh are parties to an issue with the DOT for a highway right of way acquisition.
- d) Consideration or benefit conferred or agreed to be conferred upon each party
Services are provided by Thomas Frieberg to Daniel Dannen in exchange for payment.
- e) Duration of the contract
May of 2017 until the end of the Contract for Deed payments. There is a continuing business relationship between Frieberg, Nelson & Ask, LLP and Daniel Dannen as client.

Signature of Requesting Party:  Date 2-12-2018