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July 29, 2020

Mr. Mike Vehle, Chair
South Dakota Transportation Commission
South Dakota Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501

Re: *Conflict of Interest Disclosure*

Dear Chairman Vehle:

This letter is in response to SDCL § 3-23-1 and SDCL § 3-23-2, and is intended to address whether I, my wife, or any entity in which we have ownership interests derives any direct benefit from a contract or transaction with the State of South Dakota that specifically relates to the South Dakota Department of Transportation and my involvement as an active SDDOT Commissioner.

I am an employee in the law firm of Friberg, Nelson & Ask, L.L.P. The law firm is appointed as a City Attorney for legal services for the municipalities of Hartford, Worthing, Canton, Alcester, Salem, Beresford, Wakonda, and Wagner, all of which are located in South Dakota. Should a situation arise with a SDDOT contract or transaction with any of these municipalities I would disclose any potential conflict at that time.

I have enclosed the completed Annual Disclosure for Commission Member pursuant to SDCL Chapter 3-23, and Request for State Board Waiver pursuant to SDCL Chapter 3-23.

I will continue to review the agenda items for upcoming Transportation Committee meetings and be forthcoming in any potential conflict of interest. Thank you for your consideration.



LARRY A. NELSON
Commissioner
South Dakota Transportation Commission

LAN/src

CC: Darin Bergquist, Secretary of Transportation, SDDOT
Karla Engle, Chief of Legal Counsel, SDDOT

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

THIS IS A PUBLIC DOCUMENT

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
Hired Attorney	Lincoln County Rural Water Systems, Inc. & Frieberg, Nelson & Ask, LLP, law firm	Hired Attorney paid by LCRW for legal services	1996 - Renews yearly
Hired Attorney	City of Canton, South Dakota & Frieberg, Nelson & Ask, LLP, law firm	Hired Attorney paid by the City of Hartford for legal services	1990 - Renews yearly
Hired Attorney	City of Worthing, South Dakota & Frieberg, Nelson & Ask, LLP, law firm	Hired Attorney paid by the City of Worthing for legal services	1994 - Renews yearly
Hired Attorney	City of Hartford, South Dakota & Frieberg, Nelson & Ask, LLP, law firm	Hired Attorney paid by the City of Hartford for legal services	1996 - Renews yearly

Attach additional pages, if necessary.

Please see additional pages attached

2. **Contacts 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
Hired Attorney	City of Beresford, South Dakota & Frieberg, Nelson & Ask, law firm	Hired Attorney paid by the City of Beresford for legal services	1992 - Renews yearly
Hired Attorney	City of Alcester, South Dakota & Frieberg, Nelson & Ask, law firm	Hired Attorney paid by the City of Alcester for legal services	2018 - Renews yearly
Hired Attorney	City of Salem, South Dakota & Frieberg, Nelson & Ask, law firm	Hired Attorney paid by the City of Salem for legal services	2018 - until services for cases are no longer required
Hired Attorney for Lincoln County Rural Water System, Inc., who has an agreement with City of Harrisburg & City of Sioux Falls for water line relocation project and use of DOT funds	Lincoln County Rural Water System, Inc, City of Harrisburg, City of Sioux Falls & Frieberg, Nelson & Ask, law firm	Hired Attorney paid by Lincoln County Rural Water Systems, Inc. for legal services	1996 - Serves at pleasure of Board
Legislative Contract Lobbyist	Larry A. Nelson, Samuel J. Nelson & Sioux Falls School District 49-5	Hired lobbyist paid by Sioux Falls School District 49-5 for lobbying services	2014 - original contract date, subsequent yearly renewals
Union County Court Appointments for criminal legal services	Samuel J. Nelson of Frieberg, Nelson & Ask, LLP, law firm, with assistance of Thomas H. Frieberg, Attorney, and Union County	Hired Court Appointed Attorney paid by Union County for legal services to criminal defendants who cannot afford a retained Attorney	January 1, 2016, through December 31, 20__, contract with Union County
Mental Health Board Chairman appointed by Lincoln County Commission, South Dakota	Brenda M. Ask and Lincoln County Commission	Appointed as Co-Chair to the Mental Health Board and paid by Lincoln County for mental health services	Appointed June 2009 and reappointed yearly by Lincoln County Commission

2. **Contacts 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
Counsel for the Disciplinary Board of South Dakota Bar Association	Thomas H. Frieberg and South Dakota Bar Association	Hired by and paid by Disciplinary Board of South Dakota Bar Association, which Association receives money from the Attorney General's office	Hired June 2018 by President of the Board as determined by President of the Board
Hired Attorney	University of South Dakota and Thomas Frieberg of Frieberg, Nelson & Ask, LLP, law firm	Hired Attorney for University of South Dakota for legal services	2005 - Renews yearly
Lincoln County Court Appointments for criminal legal services	Brenda M. Ask of Frieberg, Nelson & Ask, LLP, and Lincoln County	Hired by Lincoln County as Court Appointed Attorney paid by Lincoln County for legal services to criminal defendants who cannot afford a retained attorney	Last appointed 2017, appointed as needed by Court
Turner County Court Appointments for criminal legal services	Samuel J. Nelson of Frieberg, Nelson & Ask, LLP, and Turner County	Hired by Turner County as Court Appointed Attorney paid by Turner County for legal services to criminal defendants who cannot afford a retained attorney	Appointed as needed by Court
Hired Attorney	Thomas Frieberg of Frieberg, Nelson & Ask, LLP & Beresford School District	Hired Attorney paid by the Beresford School District	Firm has represented since approximately 1960 – Renews yearly
Hired Attorney	City of Wagner, South Dakota & Thomas Frieberg of Frieberg, Nelson & Ask, law firm	Hired Attorney paid by the City of Wagner for legal services	2014 – Renews yearly

2. **Contacts 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
Clay County Court Appointments for criminal legal services	Samuel J. Nelson of Frieberg, Nelson & Ask, LLP, and Clay County	Hired by Clay County as Court Appointed Attorney paid by Clay County for legal services to criminal defendants who cannot afford a retained attorney	Placed on appointment list December 2018, will be appointed as needed by Court
Hired Attorney	City of Wakonda, South Dakota & Thomas Frieberg of Frieberg, Nelson & Ask, law firm	Hired Attorney paid by the City of Wakonda for legal services	2018 – Renews yearly

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:

7/29/2020
7/29/2020

STATE OF SOUTH DAKOTA

TRANSPORTATION COMMISSION

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

THIS IS A PUBLIC DOCUMENT

Date: _____

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
Please see attached document
- b) Board Member's role in the contract
Please see attached document
- c) Purpose and objective of the contract
Please see attached document
- d) Consideration or benefit conferred or agreed to be conferred upon each party
Please see attached document
- e) Duration of the contract
Please see attached document

Signature of Requesting Party: _____



Date

7-29-2020

Brief explanation of contract for which a waiver is requested:

1.
 - a) Samuel J. Nelson, Frieberg, Nelson & Ask, LLP, law firm and Sioux Falls School District 49-5.
 - b) Larry A. Nelson is an employee in the law firm of Frieberg, Nelson & Ask, LLP.
 - c) Sioux Falls School District 49-5 is represented and lobbied on behalf of during each South Dakota Legislative Session.
 - d) Lobbying services are provided in exchange for payment.
 - e) 2018, until no longer serving as Lobbyist by Sioux Falls School District 49-5.
2.
 - a) Thomas Frieberg, Frieberg, Nelson & Ask, LLP, law firm and Disciplinary Board of South Dakota.
 - b) Larry A. Nelson is an employee in the law firm of Frieberg, Nelson & Ask, LLP.
 - c) Thomas Frieberg is retained as Counsel for the Disciplinary Board of South Dakota and provides legal services.
 - d) Legal services are provided in exchange for payment.
 - e) June 2018, until no longer serving in capacity as Attorney for the University of South Dakota.