

June 27, 2019

Ms. Kathy Zander
South Dakota Transportation Commission
South Dakota Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501

Re: Conflict of Interest Disclosure

This letter is in response to SDCL 3-23-1 and 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.

Some of the businesses in which we have ownership interests have properties near or bordering state highways in South Dakota. In the event an improvement on a state highway could potentially have a material effect on any of these properties, I would disclose that situation.

Also, I am an elected member of the Watertown City Council. Should a situation arise with a SDDOT contract or transaction with the City of Watertown, I would disclose any potential conflict at that time.

I will continue to review the agenda items for upcoming Transportation Commission meetings and be forthcoming in any potential conflicts of interest.

Sincerely,



Donald L. Roby
Commissioner
South Dakota Transportation Commission

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

State Authorities/Boards/Commissions - Annual Disclosure Form

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

THIS IS A PUBLIC DOCUMENT

Name of Member:

Name of Board, Authority or 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

add row

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
Agreement for Voluntary Right of Way Donation. Perpetual Easement for Shared Use Path/Recreational Trail. Project Number P-TAPU (13) PCN 05C9. Aberdeen SD project number 7 1/24/2018 SDDOT letting.0.296 acres (5' wide by 2,581' long. Dated 16th day of January, 2017. Easement donated. one dollar (\$1.00) and other good and valuable consideration.	Glenna N. Fouberg-Donor City of Aberdeen, SD- Donee	I, Rodney Fouberg am the husband of Glenna N. Fouberg-Donor	1/16/2017

add row

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

add row

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: *Rodney Fouberg*
 Date: 6/28/19

FRIEBERG, NELSON & ASK, L.L.P.

ATTORNEYS AT LAW

ROBERT B. FRIEBERG
THOMAS H. FRIEBERG
LARRY A. NELSON
BRENDA M. ASK (SD & IA)
SAMUEL J. NELSON

Sender's Address:
206 E. 5th Street
P.O. Box 38
Canton, SD 57013-0038

AUGUST FRIEBERG (1863-1932)
ROSCOE A. FRIEBERG (1903-1982)
BLAINE O. RUDOLPH (1925-2016)

PHONE: (605) 987-2686
FAX: (605) 987-5779
EMAIL: lnelson@frieberglaw.com

July 16, 2019

Ms. Kathy Zander, Chairman
South Dakota Transportation Commission
South Dakota Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501

Re: *Conflict of Interest Disclosure*

Dear Chairman Zander:

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 a Partner in the law firm of Frieberg, Nelson & Ask, L.L.P. The partnership is appointed as City Attorney for the municipalities of Hartford, Worthing, Canton, Alcester, and Beresford, 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

STATE OF SOUTH DAKOTA

TRANSPORTATION COMMISSION

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

THIS IS A PUBLIC DOCUMENT

Date: July 16, 2019

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:

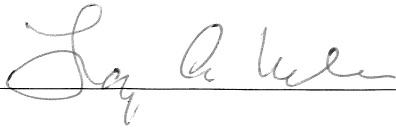
- a) Parties to the contract
Please see attached document

- 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 7-16-19

Brief explanation of contract for which additional waiver is requested:

1.
 - a) City of Alcester, South Dakota & Samuel J. Nelson, attorney with Frieberg, Nelson & Ask, LLP, law firm.
 - b) Provides legal services to the City of Alcester.
 - c) Provide legal services to the City of Alcester.
 - d) Legal services are provided in exchange for payment.
 - e) 2018, until no longer serving in capacity as City Attorney

2.
 - a) City of Wakonda, South Dakota & Thomas H. Frieberg, attorney with Frieberg, Nelson & Ask, LLP, law firm.
 - b) Provides legal services to the City of Wakonda.
 - c) Provide legal services to the City of Wakonda.
 - d) Legal services are provided in exchange for payment.
 - e) 2018, until no longer serving in capacity as City Attorney

3.
 - a) City of Wagner, South Dakota & Thomas H. Frieberg, attorney with Frieberg, Nelson & Ask, LLP, law firm.
 - b) Provides legal services to the City of Wagner.
 - c) Provide legal services to the City of Wagner.
 - d) Legal services are provided in exchange for payment.
 - e) 2014, until no longer serving in capacity as City Attorney

4.
 - a) Samuel J. Nelson, Frieberg, Nelson & Ask, LLP, law firm and Turner County, South Dakota.
 - b) Larry A. Nelson is a partner in the law firm of Frieberg, Nelson & Ask, LLP.
 - c) Samuel J. Nelson has been previously appointed, and has the possibility of being appointed again, by the Court of Turner County as a court appointed attorney for legal services.
 - d) Legal services are provided in exchange for payment.
 - e) There is no contract on file, as services are performed by the request of the Court.

5.
 - a) Samuel J. Nelson, Frieberg, Nelson & Ask, LLP, law firm and Clay County, South Dakota.
 - b) Larry A. Nelson is a partner in the law firm of Frieberg, Nelson & Ask, LLP.
 - c) Samuel J. Nelson has been previously appointed, and has the possibility of being appointed again, by the Court of Clay County as a court appointed attorney for legal services.
 - d) Legal services are provided in exchange for payment.
 - e) There is no contract on file, as services are performed by the request of the Court.

6.
 - a) Beresford School District, South Dakota & Thomas H. Frieberg, attorney with Frieberg, Nelson & Ask, LLP, law firm.
 - b) Provides legal services to the Beresford School District.
 - c) Provide legal services to the Beresford School District.
 - d) Legal services are provided in exchange for payment.
 - e) Approximately 1960, until no longer serving in capacity as Attorney for the School District.

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.

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 case 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 & 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	Thomas Frieberg of Frieberg, Nelson & Ask, LLP, law firm, with assistance of Samuel J. Nelson, 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, 2018, contract with Union County
Mental Health Board Chairman appointed by Lincoln County Commission, South Dakota	Brenda M. Ask and Lincoln County Commission	Appointed as 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
Council of the Disciplinary Board of South Dakota Bar Association	Robert Frieberg and South Dakota Bar Association	Appointed to and paid by Disciplinary Board of South Dakota Bar Association, which Association receives money from the Attorney General's office	Appointed in 2000 and reappointed by President of the Board as determined by President of the Board
Hearing Examiner for the South Dakota Board of Medical and Osteopathic Examiners	Thomas Frieberg and South Dakota Board of Medical and Osteopathic Examiners	Hired by South Dakota Board of Medical and Osteopathic Examiners as a Hearing Examiner	2004- original contract and renews yearly
Hearing Examiner for the South Dakota Pharmacy Board	Thomas Frieberg and South Dakota Pharmacy Board	Hired by South Dakota Pharmacy Board as a Hearing Examiner	January 2018
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	Last appointed September 2018, appointed as needed by Court

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.

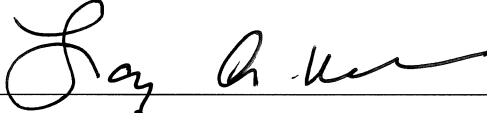
Description of the Contract	Parties	Description of the direct benefit	Date contract was authorized
Clay County Court Appointments for criminal legal services	Samuel J. Nelson of Frieberg, Nelson & Ask, LLP, and Clay County	Hired by Clay County as Court Appointed Attorney paid by Clay County for legal 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
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
Hired Attorney	Thomas Frieberg of Frieberg, Nelson & Ask, LLP & Beresford School District	Hired Attorney paid by the Beresford School District	Approximately 1960 – 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: 7/17/019