

**SOUTH DAKOTA TRANSPORTATION COMMISSION MEETING MINUTES**  
**Thursday, July 29, 2021, at 9:00 a.m. CDT**

Becker-Hansen Building/Commission Room - 700 East Broadway Avenue, Pierre, SD

**COMMISSIONERS PRESENT:** Larry Nelson, Chairman  
Ron Rosenboom  
Mike Vehle  
Don Roby  
Rod Fouberg

**COMMISSIONERS PRESENT  
VIA CONFERENCE CALL:** Bruce Cull, Vice Chairman  
Jaf Karim  
Kathy Zander

**DOT STAFF PRESENT:** Joel Jundt, Karla Engle, Mike Behm, Becky Hoffman, Christine  
Bennett, Joel Gengler, Tammy Williams, Scott Rabern, Mark  
Leiferman, Kyle Weinman, and Kari Kroll

**DOT STAFF PRESENT  
VIA CONFERENCE CALL:** Craig Smith

**OTHERS PRESENT:** Rachel Oglesby – Governor’s Office

**OTHERS PRESENT  
VIA CONFERENCE CALL:** Mark Clausen – Federal Highway Administration (FHWA)

Chairman Larry Nelson called the meeting of the South Dakota Transportation Commission (the “Commission”) to order at 9:00 a.m. CDT.

A roll call was taken, and a quorum was determined.

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Nelson opened the floor to the Commission members to disclose potential conflicts of interest and to present requests for waiver pursuant to South Dakota Codified Law (SDCL) chapters 3 – 23.

Karla Engle, Office of Legal Counsel, presented the annual conflict of interest disclosures received from Commissioners Don Roby, Rod Fouberg, Larry Nelson, and Jaf Karim, which were included as a handout to the Commission. A copy of each of the written disclosure forms are attached to and incorporated into these minutes as **ATTACHMENT A**.

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Nelson asked for a motion to approve the June 23 – 24, 2021 Commission meeting minutes.

A MOTION WAS MADE by Roby and seconded by Vehle to approve the June 23 – 24, 2021 Commission meeting minutes. All present voted aye by roll call vote. The motion carried.

Nelson asked for a motion to approve the July 13, 2021 Commission meeting minutes.

A MOTION WAS MADE by Rosenboom and seconded by Fouberg to approve the July 13, 2021 Commission meeting minutes. All present voted aye by roll call vote. The motion carried.

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Secretary Joel Jundt presented the following items as the Secretary's Report:

1. Federal funding status update.
2. Location of September *On the Road* meeting of the Commission. After discussion of proposed tour options, the Commission decided to go to the Yankton area and plans to tour a road that received a state highway trust fund loan.
3. State highway fund loans. The Secretary indicated these loans will be a topic of discussion at future meetings. The Commission asked the department to gather information about past loans and add an agenda item a Commission at a future meeting for further discussion.
4. Introduction of Rachel Oglesby of the Governor's Office.

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Engle requested the Commission to set a hearing date of August 26, 2021 to consider amendments to Administrative Rules of South Dakota (ARSD) 70:01:02:27 – Fall River County speed zone rules.

A MOTION WAS MADE by Roby and seconded by Vehle to set the administrative hearing date for August 26, 2021. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.1 was adopted.**

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Craig Smith, Division of Operations Director, presented the following Construction Change Orders (CCOs) for the month of June to the Commission:

CCOs completed in June contain a decrease of approximately \$158,219.03.

Over the past 12 months, the overall contract increase is 2.95%.  
The following projects have a CCO amounting to a contract change more than \$50,000.

## ABERDEEN REGION

- I. Project: NH 0012(218)387, Grant County, PCN 05EK  
Location: US12 From Milbank to the Minnesota state line  
Contractor: Central Specialties, Inc.  
Type of Work: Cold Milling Asphalt Concrete, Asphalt Concrete Resurfacing and Pipe Work

Original Contract Amount: \$ 5,352,180.90  
Change on CCO No. 1: \$ 77,127.00  
Net Change to Date: \$ 77,127.00

Explanation of Change on CCO No. 1: This increase is the result of the Department compensating the Contractor for extra work performed to place pit run material where saturated soils were encountered during construction. The saturated soils were originally planned to be reused on the project but due to the change of conditions, the extra work and new material was recommended by the Department's Materials and Surfacing staff.

- II. Project: P 0022(63)370, Deuel County, PCN 05U9  
Location: SD22 From SD15 to the Minnesota state line  
Contractor: Duininck, Inc.  
Type of Work: Cold Milling Asphalt Concrete, Asphalt Concrete Resurfacing and Spot Grading

Original Contract Amount: \$ 4,664,200.70  
Change on CCO No. 3F: \$ 63,299.45  
Net Change to Date: \$ (367,655.16)

Explanation of Change on CCO No. 3F: This increase is the result of the Department making incentive payments for asphalt concrete mix quality and pavement smoothness. The Department made the incentive payments in accordance with the contract.

**MITCHELL REGION**

- III. Project: NH PH 0018(180)420, Lincoln and Turner County, PCN 036A  
Location: US18 From SD19 to I-29  
Contractor: Runge Enterprises, Inc.  
Type of Work: Shoulder Widening, Grading, Structure Replacement

Original Contract Amount: \$ 13,022,756.77  
Change on CCO No. 4: \$ 382,764.70  
Net Change to Date: \$ 392,216.09

Explanation of Change on CCO No. 4: This increase is the result of the Department compensating the Contractor for extra work and rework caused by a flood event on March 15, 2019. Water overtopped a portion of the completed work resulting in erosion and the need to repair, replace, and rework a portion of the project.

**IV. Project: NH PH 0018(180)420, Lincoln and Turner County, PCN 036A**

Location: US18 From SD19 to I-29

Contractor: Runge Enterprises, Inc.

Type of Work: Shoulder Widening, Grading, Structure Replacement

|                           |    |               |
|---------------------------|----|---------------|
| Original Contract Amount: | \$ | 13,022,756.77 |
| Change on CCO No. 5:      | \$ | 221,645.66    |
| Net Change to Date:       | \$ | 613,861.75    |

Explanation of Change on CCO No. 5: This increase is the result of the Department adjusting the contract quantities of asphalt concrete and asphalt binder. The Department ordered more extensive removal of the existing asphalt surfacing to allow for changes to the design identified and determined necessary during construction. Additionally, the Department ordered a lift of asphalt concrete placement over a temporary traffic diversion frequently impacted by heavy rain events to accommodate traffic.

**V. Project: PH 0020(181), Davidson, Lincoln, Minnehaha, and Yankton County, PCN 06C4**

Location: Various Routes in the Mitchell Region

Contractor: Muth Electric, Inc.

Type of Work: Reflective Signal Backplates

|                           |    |            |
|---------------------------|----|------------|
| Original Contract Amount: | \$ | 395,420.42 |
| Change on CCO No. 2:      | \$ | 105,073.16 |
| Net Change to Date:       | \$ | 152,073.16 |

Explanation of Change on CCO No. 2: This increase is the result of the Department compensating the Contractor for extra work and new materials. A plan error identified during construction resulted in the need for the Contractor to order different backplates for signals than originally included in the plans. The incorrect sizes were already ordered when the error was discovered. The Department agreed to purchase the original size back plates at the invoiced costs for use on future projects.

**VI. Project: IM NH P 0022(77), Brookings, Minnehaha, and Moody County, PCN 06Y8**

Location: Various Routes in Sioux Falls Area

Contractor: Asphalt Surface Technologies Corporation

Type of Work: Asphalt Surface Treatment

|                           |    |              |
|---------------------------|----|--------------|
| Original Contract Amount: | \$ | 2,255,248.00 |
| Change on CCO No. 2F:     | \$ | (63,066.47)  |
| Net Change to Date:       | \$ | (60,600.32)  |

Explanation of Change on CCO No. 2F: This decrease is the result of the Department adjusting the contract quantities of sand for fog seal, asphalt for surface treatment, and cover aggregate to match the quantities used during construction.

## PIERRE REGION

## VII. Project: IM-FP 0903(108)163, Jackson County, PCN 04D7

Location: I-90 EBL from east of Belvidere exit to west of Jackson/Jones county line

Contractor: Complete Concrete Inc. dba Complete Contracting Sol

Type of Work: Grading, PCC Surfacing, Cold Milling, Asphalt Concrete Resurfacing, Pipe Work, Approach Slabs, and Remove Asphalt Membrane Overlay

|                           |    |               |
|---------------------------|----|---------------|
| Original Contract Amount: | \$ | 22,771,269.16 |
| Change on CCO No. 2:      | \$ | 81,563.50     |
| Net Change to Date:       | \$ | 736,215.11    |

Explanation of Change on CCO No. 2: This increase is the result of the Department compensating the Contractor for performing extra work not originally included in the contract. The Department identified significant erosion and material loss at a structure at MRM 207 on I-90 EBL. The Department's Office or Bridge Design staff inspected the damage and determined emergency repairs were necessary.

## VIII. Project: NH EM 0083(74)55, Jones and Mellette County, PCN 04E7

Location: US83 North of White River to North of Mellette/Jones County Line

Contractor: Foothills Contracting, Inc.

Type of Work: Grading, Structures, and Interim Surfacing

|                           |    |               |
|---------------------------|----|---------------|
| Original Contract Amount: | \$ | 25,965,988.45 |
| Change on CCO No. 9:      | \$ | 97,668.00     |
| Net Change to Date:       | \$ | 461,184.20    |

Explanation of Change on CCO No. 9: This increase is the result of the Department compensating the Contractor for additional hours of flagging and pilot car to provide 24-hour flagging of pipe installations in deep fills. In addition, the Department added water for dust control on the project.

## IX. Project: P 1806(12)149, Stanley County, PCN 038Z

Location: SD1806 From the Lyman/Stanley County Line North 14.7 miles, Structure 11.2 miles Southeast of US 83 over Antelope Creek

Contractor: Morris, Inc.

Type of Work: Cold Milling, Asphalt Concrete Resurfacing, Pipe Work, Deck Overlay

|                           |    |              |
|---------------------------|----|--------------|
| Original Contract Amount: | \$ | 6,830,151.64 |
| Change on CCO No. 3:      | \$ | 51,935.00    |
| Net Change to Date:       | \$ | 45,556.90    |

Explanation of Change on CCO No. 3: This increase is the result of the Department compensating the Contractor for extra work performed to place cured in place pipe culverts inside 2 existing pipe culverts on the project. During construction, the Department noted excessive corrosion of the existing pipes and ordered a more extensive and more expensive treatment to the pipe culverts.

- X. Project: NH 0083(82)25, Mellette and Todd County, PCN 03RR  
Location: US83 from West of the Junction of US18 to North of the Junction of SD44  
Contractor: Bituminous Paving, Inc.  
Type of Work: Cold Milling Asphalt Concrete, Asphalt Concrete Resurfacing

Original Contract Amount: \$ 9,319,298.67  
Change on CCO No. 19F: \$ (189,048.08)  
Net Change to Date: \$ 640,890.19

Explanation of Change on CCO No. 19F: This decrease is the result of the Department making a fuel cost adjustment to the contract. The Department made the adjustment in accordance with the contract.

- XI. Project: NH 0083(86)0, Todd County, PCN 068G  
Location: US83 From Nebraska State Line to Mission  
Contractor: Bituminous Paving, Inc.  
Type of Work: Cold Milling Asphalt Concrete, Asphalt Concrete Resurfacing

Original Contract Amount: \$ 6,950,879.72  
Change on CCO No. 9F: \$ (140,095.96)  
Net Change to Date: \$ 770,142.71

Explanation of Change on CCO No. 9F: This decrease is the result of the Department making a fuel cost adjustment to the contract. The Department made the adjustment in accordance with the contract.

**RAPID CITY REGION**

- XII. Project: P 1774(00)6, Pennington County, PCN 02SF  
Location: East Boulevard and East North Street from St. Joseph Street North and East to Herman Street in Rapid City  
Contractor: Simon Contractors  
Type of Work: Grading, Intersection Improvement, Traffic Signals, Curb & Gutter

Original Contract Amount: \$ 11,333,766.37  
Change on CCO No. 9: \$ (112,252.03)  
Net Change to Date: \$ (43,975.05)

Explanation of Change on CCO No. 9: This decrease is the result of the Department adjusting the contract quantities of woven separator fabric, remove sediment, remove silt fence, high flow silt fence, and floating silt curtain. The Rapid City Engineer determined the items would not be necessary to successfully complete the project.

**XIII.** Project: P 1774(00)6, Pennington County, PCN 02SF  
 Location: East Boulevard and East North Street from St. Joseph Street North and East to Herman Street in Rapid City  
 Contractor: Simon Contractors  
 Type of Work: Grading, Intersection Improvement, Traffic Signals, Curb & Gutter

Original Contract Amount: \$ 11,333,766.37  
 Change on CCO No. 10: \$ 107,439.85  
 Net Change to Date: \$ 63,464.80

Explanation of Change on CCO No. 10: This increase is the result of the Department compensating the Contractor for extra work performed to work in cold weather, extra traffic control, and provide temporary surfacing to tie partially completed work into the existing surfacing. The Contractor experienced an amount of adverse weather days in 2019 exceeding the expected adverse weather days shown in the contract. As a result, this extra work was necessary to prepare the project for the winter of 2019/2020 for completion in 2020.

**XIV.** Project: NH 0079(75)27, Custer and Fall River County, PCN 05EM  
 Location: SD79N From North of the Custer/Fall River County Line to the end of the divided highway South of Hermosa & SD79S From North of US18 to North of the Fall River/Custer County Line  
 Contractor: Simon Contractors of SD, Inc.  
 Type of Work: Micro Milling Asphalt Concrete, Asphalt Concrete Resurfacing, and Pipe Work

Original Contract Amount: \$ 7,686,320.26  
 Change on CCO No. 2: \$ (880,390.48)  
 Net Change to Date: \$ (879,509.48)

Explanation of Change on CCO No. 2: This decrease is the result of the Department adjusting the contract quantities of dig outs, asphalt removal, salvaged base course, and asphalt concrete composite. The actual as constructed quantities of these items were significantly reduced due to the original road being in better condition than anticipated.

**XV.** Project: PH 014A(19)31, Lawrence County, PCN 04XJ  
 Location: US14A 2 miles East of US85 (Cheyenne Crossing)  
 Contractor: Zandstra Construction, Inc.  
 Type of Work: Grading & Asphalt Concrete Surfacing

Original Contract Amount: \$ 3,796,363.37  
 Change on CCO No. 5: \$ (391,021.78)  
 Net Change to Date: \$ (539,367.73)

Explanation of Change on CCO No. 5: This decrease is the result of the Department adjusting the contract quantities of base course and Contractor furnished topsoil. The amount of salvaged base course and available topsoil on site were enough to eliminate the need for additional virgin base course and Contractor furnished topsoil.

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Becky Hoffman, Office of Project Development, presented the following bid letting results:

July 21, 2021

**Pavement Restoration**

3 07KX NH-P 0011(150) Day, Marshall County  
Diamond Surface, Inc \$1,332,032.82  
Various Routes in the Aberdeen Area

**PCC Pavement Grinding, Asphalt Concrete Crack Sealing**

4 07NW IM 0907(88)309 Aurora, Davison County  
Diamond Surface, Inc \$2,538,076.06  
I90 EBL - Fm Plankinton to Mitchell

A MOTION WAS MADE by Rosenboom and seconded by Fouberg to approve bids #3 and #4. All present voted aye by roll call vote. The motion carried.

**Bridge Slope Protection Rehabilitation**

1 04UR IM-NH 0020(00) Brule, Davison, Lincoln, McCook, Minnehaha County  
BX Civil & Construction, Inc. \$643,274.41  
Various routes in the Mitchell and Sioux Falls Areas

A MOTION WAS MADE by Vehle and seconded by Roby to approve bid #1. All present voted aye by roll call vote. The motion carried.

**Culvert, Drop Inlet & Ditch Cleanout**

2 06EP IM-NH-P 0022(00) Lincoln, Miner, Minnehaha, Moody, Turner County  
REJECTED BY SDDOT COMMISSION  
Various Locations Throughout the Sioux Falls Area

A MOTION WAS MADE by Fouberg and seconded by Roby to reject bid #2. All present voted aye by roll call vote. The motion carried.

**Zone Painting, Diaphragm Weld Repair, Cover Plate**

5 04W4 IM-P 0901(193)7 Lawrence, Meade County  
Pacific Painting Co., Inc. \$1,712,124.00  
Various Locations Along I-90

A MOTION WAS MADE by Vehle and seconded by Rosenboom to approve bid #5. All present voted aye by roll call vote. The motion carried.

Hoffman explained to the Commission that the Mitchell bid letting (noted as *Attachment #6*) was withdrawn and no action is needed.

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Joel Gengler, Program Manager for the Office of Right of Way, presented the following items for the Commissions consideration:

1. Request Transportation Commission approval to transfer by resolution to the city of Hot Springs the following property acquired for highway right-of-way:

A segment of current U.S. Highway 18 (also known as University Avenue) extending from the east edge of the intersection with the northbound U.S. Highway 18 bypass to the west edge of the intersection with U.S. Highway 385 (also known as Chicago Street), all in Hot Springs, South Dakota.

This resolution will transfer a portion of Hwy 18 located in the city of Hot Springs in accordance with Joint Powers Agreement #717144. The city of Hot Springs will accept possession, jurisdiction, operational and maintenance responsibilities of the above described segment of current U.S. Highway 18 (also known as University Avenue). Custer Area DOT recommends the transfer.

A MOTION WAS MADE by Fouberg and seconded by Rosenboom to approve the transfer of property to the city of Hot Springs. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021-7.2 was adopted.**

2. Request Transportation Commission approval to transfer by resolution to the city of Sioux Falls the following property acquired for highway right-of-way:

A portion of N. Cliff Avenue from Benson Rd. to E. 10th St. in Sioux Falls, Minnehaha County, South Dakota:

This resolution will transfer a portion of N. Cliff Avenue from Benson Rd. to E. 10th St. in Sioux Falls in accordance with Agreement #710142 between the City of Sioux Falls and Department of Transportation. The highway right of way described above would be transferred to the city of Sioux Falls and the city of Sioux Falls would accept ownership, jurisdiction, operational and maintenance responsibilities of the above described portion of N. Cliff Avenue from Benson Rd. to E. 10th Street. Sioux Falls Area DOT recommends the transfer.

A MOTION WAS MADE by Roby and seconded by Fouberg to approve the transfer of property to the city of Sioux Falls. All present voted aye by roll call vote.

**RESOLUTION #2021-7.3 was adopted.**

3. Request Transportation Commission approval to transfer by resolution to the city of Wagner the following property acquired for highway right-of-way:

Lot H1 in the SW1/4 SW1/4 of Section 33, Township 96 North, Range 63 West, of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 1.88 acres, more or less, Deed and Plat Book 61, Page 202.

The Northerly 50 feet of the 200-foot Chicago, Milwaukee, St. Paul and Pacific Railroad ROW across the W1/2 SW1/4 SW1/4 of Section 33, Township 96 North, Range 63 West of 5th P.M., Charles Mix County, South Dakota. This railroad encroachment parcel contains 0.8 acre, more or

less; And, that portion of the Chicago, Milwaukee, St. Paul and Pacific Railroad ROW crossing SW1/4 SW1/4 of Section 33 Township 96 North, Range 63 West of the 5th PM, Charles Mix County, South Dakota, Particularly described as follows: starting at a point in the northerly boundary line of said right of way distant 470 feet westerly, measured along said boundary line from its intersection with the east line of the NW1/4 SE1/4 of Section 32; thence easterly on a straight line 1,246 feet to a point in a line parallel to and 30 feet northerly, measured at right angles from the centerline of the present main track of Chicago, Milwaukee, St. Paul and Pacific Railroad; thence easterly along said parallel line, which is also parallel to and 50 feet southerly measured at right angles, from the center line of the highway, 2,251.6 feet to the beginning of a curve to the left with a radius of 1,960.08 feet; thence easterly along said curve 410 feet, more or less to its intersection with a line parallel to and 50 feet northerly, measured at right angles from the centerline of said main track; thence westerly parallel to said centerline of main track, to the place of beginning, containing 1.45 acres, more or less. Deed Book 61, Pages 411-413; Plat Book 61, Page 202.

Lots E1, E2, and C1 in the SW1/4 SW1/4 and SE1/4 SW1/4 of Section 33, Township 96 North, Range 63 West, of 5th P.M., Charles Mix County, South Dakota. Said Lot E1 contains 0.22 acre, more or less; Said Lot E2 contains 0.14 acre, more or less; Said Lot C1 contains 0.36 acre, more or less. Deed Book 107; Page 360.

Lot H1 in the W1/2 SE1/4 SW1/4 of Section 33, Township 96 North, Range 63 West, of the 5th P.M., except for the portion of Lot AB in the W1/2 SE1/4 SW1/4 of Section 33, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota, SDDOT Abandonment Resolution 15341, Misc. Book 39, Page 318; Plat Book C-106, Slide 55; and except that portion of Lot H1 lying south of Lot AB containing 0.3 acre, more or less. The remainder of Lot H1 west of Lot AB of Lot H1 contains 0.14 acre, more or less, Deed Book 62, Page 254; Plat Book 1, Page 11.

Lot H2 of Parcel D in the Blaha's Subdivision of the SW1/4 SW1/4 of Section 33, Township 96 North, Range 63 West, of the 5th P.M., Charles Mix County, South Dakota. Said Lot H2 contains 0.02 acre, more or less. Deed Book 105, Page 895; Plat Book C57, Slide 30.

Lot H2 in the SE1/4 SW1/4 of Section 33, Township 96 North, Range 63 West, of the 5th P.M., Charles Mix County, South Dakota. Said Lot H2 contains 0.19 acre, more or less. Deed Book 105, Page 915; Plat Book C67, Slide 35.

This resolution will transfer the property in accordance with Jurisdiction Transfer Agreement #716152. The highway right of way described above would be transferred to the City of Wagner and the City of Wagner would accept ownership, jurisdiction, operational and maintenance responsibilities of the above described right-of-way. Mitchell Area DOT recommends the transfer.

A MOTION WAS MADE by Fouberg and seconded by Rosenboom to approve the transfer of property to the City of Wagner. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021-7.4 was adopted.**

4. Request Transportation Commission approval to transfer by resolution to Charles Mix County the following property acquired for highway right-of-way:

Lot H1 in the N1/2 NW1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 0.32 acres, more or less. Deed Book 61, Page 208; Plat Book 61, Page 217.

Lot H1 in the S1/2 NW1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 4.7 acres, more or less. Deed and Plat Book 61, Page 206.

The Northerly 50 feet of the 200-foot Chicago, Milwaukee, St. Paul and Pacific Railroad ROW across the SE1/4 NW1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. This railroad encroachment parcel contains 1.49 acres, more or less. Deed and Plat Book 61, Pages 411-413.

Lot H1 in the NE1/4 SW1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 0.11 acre, more or less. Deed and Plat Book 61, Page 209.

The Northerly 50 feet of the 200-foot Chicago, Milwaukee, St. Paul and Pacific Railroad ROW across the NE1/4 SW1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. This railroad encroachment parcel contains 0.24 acre, more or less. Deed Book 61, Pages 411-413; Plat Book 61, Page 209.

Lot H1 in the NW1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 3.43 acres, more or less. Deed and Plat Book 61, Page 208.

Lot H1 in the NE1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 2 acres, more or less. Deed Book 61, Page 219; Plat Book 61, Page 220.

Encroachment on Chicago, Milwaukee, St. Paul and Pacific Railroad ROW across the NE1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. This railroad encroachment parcel contains 0.29 acre, more or less. Deed Book 61, Pages 411-413; Plat Book 61, Page 220.

Lot H1 in the SE1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Said Lot H1 contains 0.28 acre, more or less.

An easement lying north of the RR ROW on the NE corner of the SE1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. Easement contains 1 acre, more or less. Deed Book 13, Page 10.

The Northerly 50 feet of the 200-foot Chicago, Milwaukee, St. Paul and Pacific Railroad ROW across the SE1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota. This railroad encroachment parcel contains 0.85 acre, more or less. And, that portion of the Chicago, Milwaukee, St. Paul and Pacific Railroad ROW within the SE1/4 SE1/4 of Section 32, Township 96 North, Range 63 West of the 5th P.M., Charles Mix County, South Dakota, Particularly described as follows: starting at a point in the northerly boundary line of said right of way distant 470 feet westerly, measured along said boundary line from its intersection with the east line of the NW1/4 SE1/4 of Section 32; thence easterly on a straight line 1,246 feet to a point in a line parallel to and 30 feet northerly, measured at right angles from the centerline of the

present main track of Chicago, Milwaukee, St. Paul and Pacific Railroad; thence easterly along said parallel line, which is also parallel to and 50 feet southerly measured at right angles, from the center line of the highway, 2,251.6 feet to the beginning of a curve to the left with a radius of 1,960.08 feet; thence easterly along said curve 410 feet, more or less to its intersection with a line parallel to and 50 feet northerly, measured at right angles from the centerline of said main track; thence westerly parallel to said centerline of main track, to the place of beginning, containing 1.45 acres, more or less. Deed Book 61, Pages 411-413; Plat Book 61, Page 202.

This resolution will transfer the property in accordance with Jurisdiction Transfer Agreement #716151. The highway right of way described above would be transferred to Charles Mix County and Charles Mix County would accept ownership, jurisdiction, operational and maintenance responsibilities of the above described right-of-way. Mitchell Area DOT recommends the transfer.

A MOTION WAS MADE by Vehle and seconded by Fouberg to approve the transfer of property to Charles Mix County. All present vote aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.5 was adopted.**

5. Request Transportation Commission approval to abandon by resolution the following properties acquired for highway right-of-way:

Lot H1 in the SW1/4 of Section 30, Township 96 North, Range 63 West of the 5th P.M, excepting all that area within 75 feet of the West border of Section 30, Township 96 North, Range 63 West of the 5th P.M, Charles Mix County, South Dakota. Said Lot H1 contains 7.38 acres, more or less. Deed Book 63, Page 14; Plat Book 1, Page 21.

The Northerly 25 feet of the 150-foot Chicago, Milwaukee, St. Paul and Pacific Railroad ROW across the SE1/4 SW1/4 of Section 30, Township 96 North, Range 63 West of the 5th P.M, Charles Mix County, South Dakota. Said parcel contains 0.86 acre, more or less. Deed Book 61, Pages 411-413; Plat Book 1, Page 21.

Lot H1 in the W1/2 SE1/4 of Section 30, Township 96 North, Range 63 West of the 5th P.M, Charles Mix County, South Dakota. Said Lot H1 contains 0.99 acre, more or less. Deed Book 62, Page 363; Plat Book 1, Page 23.

Lot H1 in the NW1/4 NE1/4 of Section 31, Township 96 North, Range 63 West of the 5th P.M, Charles Mix County, South Dakota. Said Lot H1 contains 2.17 acres, more or less. Deed Book 61, Page 207; Plat Book 61, Page 207.

Lot H1 in the NE1/4 NE1/4 of Section 31, Township 96 North, Range 63 West of the 5th P.M, Charles Mix County, South Dakota. Said Lot H1 contains 3.43 acres, more or less. Deed Book 61, Page 219; Plat Book 61, Page 218.

The above described right of way properties are located along SD Hwy 50 approximately one mile west of Wagner. The properties are no longer needed for highway purposes and abandonment is recommended by DOT Mitchell Area.

A MOTION WAS MADE by Fouberg and seconded by Rosenboom to abandon the property in Charles Mix County. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.6 was adopted.**

6. Request Transportation Commission approval to abandon by resolution the following property acquired for highway right-of-way:

Part of Lot H1 in Tract B lying east of a 100' line from the centerline of US 16 in the NE1/4 NE1/4 of Section 33, Township 3 South, Range 4 East of the B.H.M., Custer County, South Dakota, containing 0.15 acre.

The above property is no longer needed for highway purposes and abandonment is recommended by DOT Custer Area.

A MOTION WAS MADE by Vehle and seconded by Roby to approve the abandonment of property in Custer County. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.7 was adopted.**

7. Abandonment – Jones County

Request Transportation Commission approval to abandon by resolution the following property acquired for highway right-of-way:

Lot A in the 66' previously acquired highway right of way located in the SW1/4, Lot H2 in the SW1/4, Lot H3 in the SW1/4 and Lot H4 in the SW1/4; all of Section 17, Township 3 South, Range 29 East of the B.H.M, Jones County, South Dakota.

Said Lot A contains 12.27 acres

Lot H-2 in the S1/2 NW1/4 of Section 20, Township 3 South, Range 29 East of the B.H.M, Jones County, South Dakota.

Said Lot H-2 contains 6.14 acres

The above described right of way properties are located along US Hwy 83 approximately five miles north of the White River. The properties are no longer needed for highway purposes and abandonment is recommended by DOT Pierre Area.

A MOTION WAS MADE by Roby and seconded by Vehle to approve the abandonment of the properties in Jones County. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.8 was adopted.**

8. Request Transportation Commission approval to abandon by resolution the following property acquired for highway right-of-way:

Former Hwy 79 right of way located west of Tract E in the NE1/4 SE1/4 and the SE1/4 SE1/4 and west of the present Hwy 79 right of way line; all in Section 19, Township 2 South, Range 8 East of the B.H.M., Pennington County, South Dakota, containing 0.7 acre.

The above property is no longer needed for highway purposes and abandonment is recommended by DOT Rapid City Area.

A MOTION WAS MADE by Rosenboom and seconded by Roby to approve the abandonment of property in Pennington County. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.9 was adopted.**

9. Abandonment – Harding County

Request Transportation Commission approval to abandon by resolution the temporary easements on Harding County DOT Project NH 0085(97)99, PCN 05EL.

A MOTION WAS MADE by Roby and seconded by Rosenboom to approve the abandonment of temporary easements in Harding County. All present vote aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.10 was adopted.**

10. Condemnation – Project EM 0295(45)130, PCN 020V, Brookings County

Request Transportation Commission resolution determining that the taking and damaging of real property interests in and to the following property is necessary for a public purpose and authorizing condemnation:

- Parcel 1 – John H. Mills
- Parcels 3 and 3X – Access Holdings, LLC (Jacob Mills)
- Parcel 4 – RCS Development, Inc., a South Dakota Corporation; Mortgage MetaBank
- Parcel 7 – Lake Platinum, LLC

To date, the Department of Transportation has been unable to acquire the real property interests through negotiations for the project known as EM 0295(45)130, PCN 020V, Brookings County, Interstate 29; includes portions of 20<sup>th</sup> Street South in the City of Brookings and over I-29; and 214<sup>th</sup> Street, from I-29 to 473<sup>rd</sup> Avenue in the County of Brookings; Structure # 16-083-011 and 16-328-018; Replace Structures (Bridges), Bridge Approach Grading, lighting, asphalt, concrete surfacing, curb and gutter, storm sewer.

A MOTION WAS MADE by Fouberg and seconded by Rosenboom to approve the condemnation of properties in Brookings County. All present voted aye by roll call vote. The motion carried.

**RESOLUTIONS #2021 – 7.11, 2021 – 7.12, 2021 – 7.13, and 2021 – 7.14 were adopted.**

11. Condemnation – Project NH 0212(174)377, PCN 027D, Codington County

Request Transportation Commission resolution determining that the taking and damaging of real property interests in and to the following property is necessary for a public purpose and authorizing condemnation:



Parcels 29 and 29A – First Federal Savings and Loan Association of Watertown n/k/a Wells Fargo Bank, N.A.

To date, the Department of Transportation has been unable to acquire the real property interests through negotiations for the project NH 0212(174)377, PCN 027D, Codington County, US212 - From US81 to 19th Street SE in Watertown; Urban Grading, PCC Surfacing, Curb & Gutter, ADA, Lighting.

Commission Don Roby disclosed a previous appointment to the Watertown City Council that has recently ended. He did not believe this previous appointment was a disqualifying conflict.

A MOTION WAS MADE by Vehle and seconded by Fouberg that Commissioner Roby's previous appointment to the Watertown City Council was not a conflict of interest that required recusal. All present voted aye by roll call vote, except Roby who abstained. The motion carried.

A MOTION WAS MADE by Rosenboom and seconded by Fouberg to approve the condemnation of properties in Codington County. All present voted aye by roll call vote. The motion carried.

**RESOLUTION #2021 – 7.15 was adopted.**

12. Condemnation – Project P-PH 0015(82)167, PCN 05D9, Grant County

Request Transportation Commission resolution determining that the taking and damaging of real property interests in and to the following property is necessary for a public purpose and authorizing condemnation:

Parcel 27 – Jerry D. Anderson and Jenelle L. Anderson; Mortgage - Great Western Bank; Judgments 1) Bank of America, NA 2) Midland Credit Management, Inc. 3) Discover Bank 4) Barclays Bank Delaware

Parcel 35 – Wade King; Mortgage - Wells Fargo Home Mortgage, Inc.; Judgments to 1) Arrow Financial Services LLC 2) Accounts Management Inc. 3) Midwest Credits Inc. 4) Milbank Eyecare Center.

To date, the Department of Transportation has been unable to acquire the real property interests through negotiations for the project P-PH 0015(82)167, PCN 05D9, Grant County, US12 - Structures 7.9 miles East of the Perkins County Line and 0.2 miles West of SD65S over the BNSF RR. Structure # 16-083-011 and 16-328-018. Replace Structures (Bridges), Bridge Approach Grading.

A MOTION WAS MADE by Roby and seconded by Vehle to approve the condemnation of properties in Grant County. All present voted aye by roll call vote. The motion carried.

**RESOLUTIONS #2021 – 7.16 and 2021 – 7.17 were adopted.**

\*\*\*\*\*

Mark Leiferman, Program Manager for the Office of Project Development, presented the following STIP revisions for the Commission information:

**INFORMATIONAL REVISIONS FOR THE COMMISSION**

(Work Type change, Cost update, Move FY's within the 4-year construction STIP)

REV 21-046 This revision eliminated Federal Funding, therefore switching the cost to 100% State funded of a 2021 Areawide Pipe Work Projects in the Sioux Falls Area in the Mitchell Region. (Sequence #4, Page 42 in the 2021-2024 STIP Book).

FY 2021 No Change

REV 21-047 This revision increased the cost of a Remove & Replace PCC, Pipe Work, Replace Str Bridge, Approach Grading project on I90 WBL from 2 miles west of Salem Interchange to 2 miles west of Humboldt and two Remove & Replace PCC projects on I90 from Humboldt to Hartford in the Mitchell Region (Sequence #523, 526, & 535, Page 136 & 138 in the 2021-2024 STIP Book).

FY 2021 Plus \$5,605,000  
FY 2022 Plus \$4,547,000  
FY 2024 Plus \$3,949,000

REV 21-048 This revision increased the cost of an Urban Reconstruction project on US18 & SD44 in Winner in the Pierre Region (Sequence #978, Page 197 in the 2021-2024 STIP Book).

FY 2021 Plus \$8,791,000

REV 21-049 This revision increased the cost of a Mill, AC Resurfacing, Structure Preservation project on I90 EBL & WBL from Presho to Reliance in the Pierre Region. (Sequence # 492, Page 130 in the 2021-2024 STIP Book).

FY 2021 Plus \$3,360,000

\*\*\*\*\*

Commissioner Bruce Cull left the meeting at 10:59 a.m.

Tammy Williams, Program Manager for the Office of Administration, presented to the Commission a follow-up to the June 24, 2021 meeting request for a map showing the location of the 127 structures that are on the 12-month inspection cycle.

\*\*\*\*\*

The Commission took a break from 11:03 – 11:11 a.m.  
Kathy Zander and Jaf Karim left the meeting at 11:03 a.m.



Mike Behm, Division of Planning & Engineering Director, presented a PowerPoint presentation to the Commission titled "Electric Vehicle Corridors" regarding the status of South Dakota's electronic charging stations.

Commissioner Karim rejoined the meeting at 11:33 a.m.

\*\*\*\*\*

Secretary Jundt stated the Singing Bridge, which received funding from the Commission for emergency repairs, would be open on July 29, 2021.

Nelson opened the floor to public input. No members of the public addressed the Commission or offered input.

\*\*\*\*\*

With no further business to come before the Commission, Nelson adjourned the meeting at 11:47 a.m. CDT.

DRAFT

# ATTACHMENT A

July 21, 2021

Mr. Larry Nelson  
Chairman  
South Dakota Transportation Commission  
South Dakota Department of Transportation  
700 East Broadway Avenue  
Pierre, SD 57501

Re: Conflict of Interest Disclosure

Chairman Nelson:

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.

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: Joel Jundt, Secretary of Transportation, SDDOT  
Karla Engle, Chief Legal Counsel, SDDOT

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

**THIS IS A PUBLIC DOCUMENT**

Name of Member: Rodney Fouberg

---

Name of Board, Authority, or Commission: South Dakota 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.

# ATTACHMENT A

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. **Contract 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 |
|--|--|---|------------------------------|
| <p>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 1/24/18 SDDOT letting. 0296 acres 5' wide by 2,581' long. Dated 16<sup>th</sup> day of January 2017. Easement donated. One dollar (\$1.00) and other good and valuable consideration.</p> | <p>Glenna N. Fouberg-Donor<br/><br/>City of Aberdeen, SD-Donee</p> | <p>I, Rodney Fouberg was the husband of Glenna N. Fouberg Donor on January 6, 2017. Glenna N. Fouberg died on January 5, 2021. The real estate subject to the perpetual easement is now owned by a trust. I, Rodney Fouberg am both a trustee and a beneficiary of the above-mentioned trust.</p> | <p>1/16/2017</p>             |

*Attach additional pages, if necessary.*

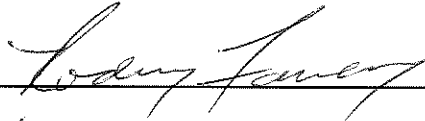
**ATTACHMENT A**

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: 7/23/21

**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. 5<sup>th</sup> 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 23, 2021

Joel Jundt, Secretary of Transportation  
South Dakota Transportation Commission  
South Dakota Department of Transportation  
700 East Broadway Avenue  
Pierre, SD 57501

Re: *Conflict of Interest Disclosure*

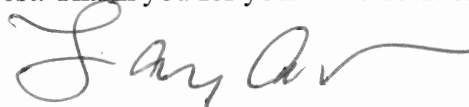
Dear Secretary Jundt:

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 employed with the law firm of Frieberg, Nelson & Ask, L.L.P. The law firm is appointed as City Attorney for the municipalities of Hartford, Worthing, Canton, Alcester, Beresford, Baltic, 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 disclosure of any potential conflict will be made 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  
Commission Chair  
South Dakota Transportation Commission

LAN/src  
CC: 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 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 – original contract date with subsequent renewals |
| Legislative Contract Lobbyist   | Larry A. Nelson, Samuel J. Nelson, & The Economic Development Professionals Association                                      | Hired lobbyist paid by The Economic Development Professionals Association for lobbying services.                                    | 2020 – original contract date, subsequent yearly renewals.        |

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.

| <b>Description of the Contract</b>                                 | <b>Parties</b>  | <b>Description of the direct benefit</b>   | <b>Date contract was authorized</b>   |
|--|---|--|---|
| 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  |
| Hired Attorney   | University of South Dakota Foundation and Thomas Frieberg of Frieberg, Nelson & Ask, law firm | Hired Attorney for University of South Dakota Foundation for legal services  | Contract 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                     |

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 Baltic, South Dakota & Thomas Frieberg of Frieberg, Nelson & Ask, law firm  | Hired Attorney paid by the City of Baltic for legal services   | 2020 – original contract date with subsequent yearly renewals                  |
| 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   |

STATE OF SOUTH DAKOTA

TRANSPORTATION COMMISSION

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

**THIS IS A PUBLIC DOCUMENT**

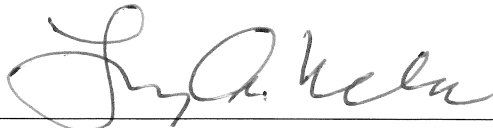
Date: \_\_\_\_\_

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 7/23/2021

Brief explanation of contract for which a waiver is requested:

1.
  - a) Thomas H. Frieberg, Frieberg, Nelson & Ask, LLP, law firm and City of Baltic, South Dakota.
  - b) Larry A. Nelson is an employee in the law firm of Frieberg, Nelson & Ask, LLP.
  - c) Thomas Frieberg is retained as City Attorney for the City of Baltic, South Dakota.
  - d) Lobbying services are provided in exchange for payment.
  - e) March 2021 with automatic yearly renewal.
  
2.
  - a) Samuel J. Nelson and Larry A. Nelson, Frieberg, Nelson & Ask, LLP, law firm and the Economic Development Professionals Association of South Dakota.
  - b) Larry A. Nelson is an employee in the law firm of Frieberg, Nelson & Ask, LLP.
  - c) The Economic Development Professionals Association of South Dakota is represented and lobbied on behalf of during each South Dakota Legislative Session.
  - d) Lobbying services are provided in exchange for payment.
  - e) 2020, until no longer serving as Lobbyist by The Economic Development Professionals Association.
  
3.
  - a) Thomas H. Frieberg, Frieberg, Nelson & Ask, LLP, law firm and USD Foundation.
  - b) Larry A. Nelson is an employee in the law firm of Frieberg, Nelson & Ask, LLP.
  - c) Thomas Frieberg is retained as Attorney for USD Foundation.
  - d) Lobbying services are provided in exchange for payment.
  - e) 2020 with automatic yearly renewal.

July 27, 2021

Mr. Larry Nelson  
Chairman, South Dakota Transportation Commission  
South Dakota Department of Transportation  
700 East Broadway  
Pierre, SD 57501

RE: Conflict of Interest Disclosure

This letter is in reference to SDCL § 3-23-1 and § 3-23-2, and is intended to certify that neither I, my spouse, nor any entity in which we have an ownership interest 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 employed by Black Hills Service Company, LLC ("BHSC"). While my employer is not party to any agreement that would require disclosure under South Dakota law, an electric utility affiliate of BHSC, Black Hills Power, Inc., may enter into agreements from time to time related to crossing South Dakota highways, or transmission right of way agreements. These agreements would occur in the normal course of business and generally do not involve the exchange of financial consideration.

Please be advised that I will continue to review the agenda items for upcoming SDDOT commission meetings and will be forthcoming in disclosing any potential conflict of interest, including any potential conflicts of interest involving my employer, or an affiliate of my employer.

Sincerely,



Jafar J. Karim  
Commissioner  
South Dakota Transportation Commission

CC: Joel Jundt, Secretary of Transportation, SDDOT  
Karla Engle, Chief Legal Counsel, SDDOT



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

THIS IS A PUBLIC DOCUMENT

Name of Member:

JAFAR J. KARIM

Name of Board, Authority, or Commission:

SD 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.

| Description of the contract | Agency | Relationship to the contract | Ownership interest | Date contract was terminated |
|-----------------------------|--------|------------------------------|--------------------|------------------------------|
|                             |        |                              |                    |                              |

Form 1-03-3 F  
 This form is provided for your convenience only. It is not intended to constitute an offer of insurance or any other financial product. For more information, please contact your insurance agent or the Department of Insurance, South Dakota, at 605-773-3333. This form is not to be used for any other purpose.

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 |
|--|---|--|---|
| <p>SD: This contract was entered into by the State of South Dakota and the City of Rapid City. The contract is for the purchase of goods and services for the City of Rapid City. The contract was entered into on 1/1/2018.</p> | <p>City of Rapid City and State of South Dakota</p> | <p>As a member of the City of Rapid City, I have an interest in the contract as it relates to the City's financial health.</p> | <p>None</p>   |

Attach additional pages, if necessary.

2. Contract 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 3-23-2.2, 3-23-2.2, and 3-23-3.1.

| Description of the contract  | Parties   | Description of the direct benefit   | Date contract was authorized |
|--|---|---|------------------------------|
| <p>SD: This contract was entered into by the State of South Dakota and the City of Rapid City. The contract is for the purchase of goods and services for the City of Rapid City. The contract was entered into on 1/1/2018.</p> | <p>City of Rapid City and State of South Dakota</p> | <p>As a member of the City of Rapid City, I have a direct benefit from the contract as it relates to the City's financial health.</p> | <p>1/1/2018</p>              |

Attach additional pages, if necessary.

7 Years 7/1/2018  
 THIS IS A PUBLIC DOCUMENT

IN ACCORDANCE WITH SDCL CHAPTER 3-23  
 I HEREBY CERTIFY THAT THIS DOCUMENT IS A PUBLIC DOCUMENT



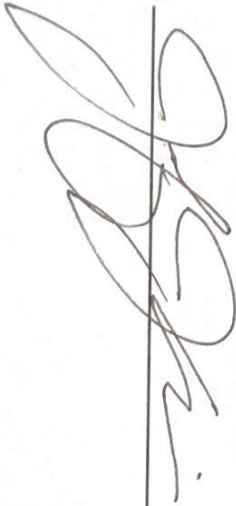
3. Entities in which you possess an ownership interest of five percent or more that receive grant money from the State, either directly or by a pass-through grant, or that contract with the State or any political subdivision for services – Provide the following for each such entity. See SDCL 3.23-3.1.

| 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

7-25-2021