



## SOUTH DAKOTA COMMISSION ON GAMING

87 Sherman Street • Deadwood, SD 57732  
(605) 578-3074 • [dor.sd.gov/gaming](http://dor.sd.gov/gaming)

### NOTICE OF PUBLIC HEARING TO AMMEND RULES AND QUARTERLY BUSINESS MEETING

Notice is hereby given that the South Dakota Commission on Gaming will hold its quarterly business meeting and Public Hearing to amend rules on June 25, 2024, in the City Commission Chambers of Deadwood City Hall, 102 Sherman Street, Deadwood, South Dakota beginning at 9:00 AM MDT.

[Join Zoom Meeting](#)

<https://state-sd.zoom.us/j/93220808663>

Meeting ID: 932 2080 8663

[Join by telephone Dial:](#)

+1 669 900 9128 US (San Jose) or

Find your local number: <https://state-sd.zoom.us/j/93220808663>

Meeting ID: 932 2080 8663

When prompted state your name followed by the #

All participants will be muted when joining the meeting.  
Dial in participants \*6 mute/unmute, \* 9 to raise your hand

### AGENDA

Call to Order  
Conflicts of Interest Disclosure  
Election of Chair and Vice Chair for Fiscal Year 2025  
Adoption of Quarterly Business Meeting Agenda

### PROPOSED RULES TO BE AMENDED

RACING RULES: [Page 3](#)

- 1) Proposed amendment to ARSD 20:04:27:12 Penalty for use of illegal substances [Page 4](#)
- 2) Proposed amendment to ARSD 20:04:27:13.13 Maximum threshold for Phenylbutazone (bute) [Page 5](#)
- 3) Proposed amendment to ARSD 20:04:27:14 Restrictions on use of authorized drugs [Pages 6 - 7](#)

## QUARTERLY BUSINESS MEETING

Approval of the minutes of the April 30, 2024 Special Meeting [Pages 8-13](#)

Approval of the minutes of the March 19, 2024 Quarterly Meeting [Pages 14-16](#)

Old Business

Remarks by DGA Executive Director, George Milos

Remarks by Representative of Gaming Laboratories International

Steven May, Client Solutions Executive

Approval of GLI contract for Device Testing and Consulting Services [Pages 17-21](#)

Live Racing Matters

- 1) Approval of Verendrye Benevolent Association Condition Book [Pages 22-28](#)
- 2) Approval of allocations for purse supplements and racing operations [Page 29](#)
- 3) Approval of Jockey Bonus [Page 30](#)
- 4) Approval of required Track bond and insurance [Page 31](#)
- 5) Approval of Verendrye Benevolent Association horse racing officials [Pages 32-34](#)
- 6) Approval of Commission horse racing officials [Pages 35-36](#)
- 7) Approval of horse racing contracts:
  - a) Cooper Animal Clinic [Pages 37-42](#)
  - b) Center for Tox Services [Pages 43-49](#)
  - c) Stanley County Sheriff MOU [Page 50](#)

Deadwood Licensing Matters [Pages 51 - 77](#)

Date of Next Meeting

- September 12, 2024

Executive Session pursuant to SDCL 1-25-2 and 42-7B-8.1

Public Comment

Adjournment

SUSAN CHRISTIAN, CIA  
Executive Secretary

For access, persons with special needs may call the Commission office (605) 578-3074.



## SOUTH DAKOTA COMMISSION ON GAMING

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### CHAPTER 20:04:27 MEDICATION AND DRUGS

#### Section

20:04:27:01 Authorization required for admission to veterinarian's facilities.

20:04:27:02 Tests of winner required.

20:04:27:03 Stewards or commission representative may require tests.

20:04:27:04 Transferred.

20:04:27:05 Person required to be present when specimen taken -- Penalty for failure to appear.

20:04:27:06 Repealed.

20:04:27:07 Persons who may take samples of medicines.

20:04:27:08 When action may be taken on chemist's report.

20:04:27:09 Possession of drugs, hypodermic needles, and illegal devices prohibited.

20:04:27:10 Notice of injections of horses by nonveterinarian required.

20:04:27:11 Interference with testing procedures forbidden.

#### **20:04:27:12 Penalty for use of illegal substances.**

20:04:27:13 Repealed.

20:04:27:13.01 Use of furosemide (lasix) permitted.

20:04:27:13.02 Endoscopic examination and eligibility for treatment.

20:04:27:13.03 Requirement for endoscopic examinations.

20:04:27:13.04 Repealed.

20:04:17:13.05 Repealed.

20:04:27:13.06 Repealed.

20:04:27:13.07 Requirements for administering furosemide (lasix).

20:04:27:13.08 Repealed.

20:04:27:13.09 Time frames for administration of furosemide (lasix).

20:04:27:13.10 Individuals responsible for horse after administration of furosemide (lasix).

20:04:27:13.11 Disciplinary action authorized for violations.

20:04:27:13.12 Repealed.

#### **20:04:27:13.13 Maximum threshold for Phenylbutazone (bute).**

#### **20:04:27:14 Restrictions on use of authorized drugs.**

20:04:27:15 Chemist's test to constitute prima facie evidence.

20:04:27:16 Penalty for violation of permitted drug restriction.

20:04:27:17 Penalties for violations.

The proposed amendments to Horse Racing Rules 20:04:27:12.; 20:04:27:13.13.; 20:04:27:14. incorporates the most recent version of the Association of Racing Commissioners International Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties and updates the references to the most recent version adopted by the aforementioned Association.

Updating the standards to the most recent version will insure uniform compliance for all participants and may promote efficiencies in that participants may experience more uniform enforcement environment should they participate in interstate racing activities.

**20:04:27:12. Penalty for medication violations.** If a urine, saliva, or blood specimen, taken under the supervision of the commission veterinarian, from a horse entered in a race, is analyzed by the official chemist and indicates the presence of a drug, chemical, medicine, analgesic, or injectable, which is not specifically authorized by these rules or is authorized but detected at a threshold in excess of the thresholds stated in the Association of Racing Commissioners International Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December, 2020, or the Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version ~~16.0~~ 18.0 dated ~~April, 2023~~ March, 2024, any of the following penalties may apply:

- (1) The purse for the race may be is redistributed;
- (2) A track record established by the horse in the race may be is declared void;
- (3) The trainer of the horse may be is fined up to five hundred dollars, be is suspended, have has the trainer's license revoked, or any combination of these penalties;
- (4) A horse which has had a positive test for an illegal substances may be substance or an illegal amount of substance is suspended from racing for a period equal to any suspension given to the horse's trainer or owner-trainer for the same incident; and
- (5) In a claiming race, if a claimed horse has a positive test, the stewards at their discretion may void the claim.

Each time a trainer or an owner-trainer has been fined or suspended in South Dakota or any other racing jurisdiction for violation of rules prohibiting the use of illegal substances or regulating the use of controlled therapeutic medications constitutes an offense.

**Source:** 5 SDR 87, effective April 15, 1979; 6 SDR 77, effective February 3, 1980; 7 SDR 70, effective January 27, 1981; 8 SDR 94, effective February 14, 1982; transferred from § 20:04:05:20, 9 SDR 122, effective March 31, 1983; 11 SDR 177, effective July 2, 1985; 12 SDR 108, effective January 8, 1986; 12 SDR 151, 12 SDR 155, effective July 1, 1986; 17 SDR 113, effective February 5, 1991; 23 SDR 126, effective February 13, 1997; 33 SDR 63, effective October 18, 2006; 38 SDR 101, effective December 5, 2011; 43 SDR 150, effective June 1, 2017; 49 SDR 9, effective August 9, 2022; 50 SDR 15, effective August 13, 2023.

**General Authority:** SDCL 42-7-56(4)(13), 42-7-96.

**Law Implemented:** SDCL 42-7-67, 42-7-96.

**Reference:** Association of Racing Commissioners International (ARCI), **ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1** dated December, 2020; and **Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule** Version ~~16.0~~ 18.0 dated ~~April, 2023~~ March, 2024. Copies of both documents may be obtained from the ARCI website at [www.arci.com](http://www.arci.com) [www.arci.com](http://www.arci.com) free of charge.

**Commented [A1]:** Form - Please note the requirements, per ARSD DM, pg. 5, that the rules be presented as double-spaced (all text, including notes), with each rule section appearing on a separate page.

These requirements were noted in two different packets of rules last year.

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**Commented [A2]:** Style - Please recall the need to account for spaces when deleting or adding new content by generally striking through or underlining the space in front of the content to be struck or added. LRC has made these edits in this packet.

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**Commented [A3]:** Clarity - Who renders the penalties? That is not clear. Shouldn't it be specified?

**Commented [A4]:** We have "may" here, but in the subdivision items, we have the use of "may" there as well. Should we consider getting rid of "may" here, and instead say "any of the following penalties apply"?

**Commented [A5R4]:** Clarity - I would recommend that the "may be" in the subdivisions be struck and replaced by "is." The discretion to impose the penalty is the may, but the penalties themselves should be described in definitive terms.

**Commented [A6]:** This is confusing. The highlighted language would seem to say that it's an infraction if a banned substance is *present at all* in the specimen *or* if the banned substance is detected in quantities above a certain threshold.

**Commented [A7R6]:** Clarity - Agreed with your concern

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**Commented [A10]:** Clarity - A positive test of what?

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**Commented [A12]:** Style - The title of materials

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**Commented [A14R13]:** Legality - Agreed. SDCL 1-24

**Commented [A15]:** Style - No active hyperlinks in rules.

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**20:04:27:13.13. Maximum threshold for Phenylbutazone.** The maximum authorized threshold for Phenylbutazone, otherwise known as bute, is 2.0 micrograms per milliliter of plasma or serum when administered in accordance with Controlled Therapeutic Medication Schedule Version 4.2.1 dated December, 2020 and § 20:04:27:14.

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**Source:** 50 SDR 15, effective August 13, 2023.  
**General Authority:** SDCL 42-7-56(4).  
**Law Implemented:** SDCL 42-7-47.

**Reference:** Association of Racing Commissioners International (ARCI), **ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1** dated December, 2020, and ~~Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version 16.0~~ ~~18.0~~ dated April, 2023 ~~March, 2024~~. Copies of both documents may be obtained from the ARCI website at www.arci.com free of charge.

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**Commented [A16]:** Legality/Clarity - Why is this particular publication referenced here when it is not cited in the rule text above as the resource from which these standards derive? This should either be struck, as shown to the left, or this resource specifically added to the rule text above.

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**20:04:27:14. Restrictions on use of authorized medications.** Therapeutic medications authorized by the Association of Racing Commissioners International Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December, 2020, and the Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version ~~16.0~~ 18.0 dated ~~April, 2023~~ ~~March, 2024~~, as follows, may only be used under the following conditions:

(1) Only a licensed veterinarian may administer a medication in injectable form;

(2) A trainer may administer a medication other than with an injection if a veterinarian licensed by this state or another racing jurisdiction has prescribed or approved the use of the medication;

(3) Medications, except furosemide and phenylbutazone, may not be administered to a horse on the day the horse is scheduled to run;

(4) A veterinarian administering furosemide shall submit a written report to the commission veterinarian or the state steward on forms provided by the commission. The use of furosemide or phenylbutazone must be declared at the time of entry;

~~(5)~~ Failure to submit the reports report or to make the declarations required by subdivision (4) may subject the veterinarian and the trainer of the horse involved to disciplinary actions by the stewards or the commission;

~~(6)~~ (5) A horse may be tested if it is noted on the veterinarian list as using an authorized medication but is suspected to be racing without that medication. If a urine or blood sample from the horse fails to disclose the presence of furosemide or phenylbutazone, the horse and its trainer may be subject to disciplinary actions by the stewards or the commission;

~~(7)~~ (6) For a horse being shipped into a licensed track in this state, a report from a licensed veterinarian of another racing jurisdiction certifying that the horse has been treated with an authorized medication in accordance with the provisions of this section may be accepted by the stewards. The report must be filed with the presiding steward or the commission veterinarian before 10:00 a.m. on the day of the race; and

~~(8)~~ (7) Notice of use of furosemide or phenylbutazone must be given to the public.

**Source:** 4 SDR 85, effective June 15, 1978; 5 SDR 87, effective April 15, 1979; 6 SDR 77, effective February 3, 1980; transferred from § 20:04:05:37, 9 SDR 122, effective March 31, 1983; 12 SDR 151, 12 SDR 155, effective July 1, 1986; 16 SDR 129, effective February 4, 1990; 17 SDR 113, effective February 5, 1991; 21 SDR 98, effective November 30, 1994; 37 SDR 70, effective October 20, 2010; 43 SDR 150, effective June 1, 2017; 49 SDR 9, effective August 9, 2022; 50 SDR 15, effective August 13, 2023.

**General Authority:** SDCL 42-7-56(4).

**Law Implemented:** SDCL 42-7-47.

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Commented [A17]: I think this language is missing from this paragraph. Without this change, I'm not sure this paragraph makes sense, does it?

Commented [A18R17]: Clarity - Doug, see your e-mail sent on June 26, 2023, at 10:50am.

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Commented [A19]: Does this need to be its own subdivision item, or would it be better to include this into subdivision (4)?

Commented [A20R19]: Clarity - Unlike the other subdivisions, these two deal with essentially the same subject. Subdivision (4) already comprises two sentences. Agree that it makes logical sense to combine the two.

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**Reference:** Association of Racing Commissioners International (ARCI), **ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1** dated December, 2020, and **Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version 16.0, 18.0** dated April, 2023, March, 2024. Copies of both documents may be obtained from the ARCI website at [www.arci.com](http://www.arci.com) free of charge.

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**UNAPPROVED MINUTES**

**South Dakota Commission on Gaming  
Administrative Hearing, Public Hearing on Proposed Rule Amendment  
and Quarterly Business Meeting  
City Hall, Deadwood, South Dakota**

**MINUTES**

March 19, 2024

At 9:00 a.m. the meeting was called to order. Chairman Karen Wagner, Vice Chairman Harry Christianson, Commissioner Bob Goetz, Commissioner Spencer Hawley, and Commissioner Mark Millage were present. Staff members present for the meeting were Doug Abraham, Commission Attorney; Susan Christian, Executive Secretary; Mark Heltzel, Deputy Executive Secretary; and Brandon Snyder, Enforcement Agent.

The meeting was called to order by Chairman Wagner at 9:00 a.m. a roll call was taken, and a quorum was present.

Vice Chairman Christianson   Aye  
Commissioner Goetz           Aye  
Commissioner Millage        Aye  
Commissioner Hawley        Aye  
Chairman Wagner             Aye

**Conflicts of Interest Disclosure**

On a roll call no conflicts of interest were disclosed.

Vice Chairman Christianson   Nay  
Commissioner Goetz           Nay  
Commissioner Millage        Nay  
Commissioner Hawley        Nay  
Chairman Wagner             Nay

**Adoption of Quarterly Business Meeting Agenda**

Chairman Wagner stated that the only addition to the agenda was the information that the Executive Secretary handed out on the bonus blackjack.

Commissioner Goetz made a motion to adopt the agenda. Vice Chairman Christianson seconded the motion which carried unanimously.

## **Administrative Hearing**

The hearing officer was Chairman Wagner. The following case was scheduled to be heard:

### **In the matter of seized slot machine**

- 1) Caleb Amos
  - One Yamasa Mega Max themed slot machine Serial Number 802721

### **The Matter of one Mega Max themed slot machine**

The purpose of the hearing is to determine if the Mega Max slot machine which was seized by the South Dakota Commission on Gaming, is contraband and may be destroyed pursuant to SDCL 42-7B-39. Caleb Amos was served notice of the hearing by certified mail but was not present for the hearing. Staff recommended that pursuant to 42-7B-39.2 which provides that any slot machine seized pursuant to the provisions of 42-7B-39 may be destroyed after notice and without hearing of the person from whom the slot machine was seized fails to appear at the time and place scheduled in the hearing notice.

Vice Chairman Christianson made a motion to destroy the slot machine. Commissioner Millage seconded the motion which carried unanimously.

## **Proposed Rule Amendment**

### **Proposed amendment ARSD 20:18:15:30.17. Addition Paytable TriLux Bonus Blackjack with Super 3**

Chairman Wagner asked if there were any comments from the audience on the proposed rule amendment. There were no comments noted.

Vice Chairman Christianson made a motion to adopt the rule change with LRC changes for their style and form compliance as presented on pages 22-24 in the meeting packet. Commissioner Goetz seconded the motion which carried unanimously.

The hearing portion of the meeting was concluded at 9:05 a.m.

## **General Meeting**

Chairman Wagner called the general meeting to order at 9:06 a.m.

### **December 12, 2023, Quarterly Meeting**

Commissioner Hawley made a motion to adopt the minutes as drafted for the December 12, 2023, quarterly meeting. Commissioner Millage seconded the motion which carried unanimously.

## **Old Business**

There was no old business to be discussed at the meeting.

## **Comments Executive Secretary Susan Christian**

- Deputy Executive Secretary, Mark Heltzel introduced Clark Hoyt, the new administrative assistant.
- Mike Rodman will no longer be the Executive Director for the Deadwood Gaming Association. Susan Kightlinger and Caleb Arceneaux will be assisting until they have a new Executive Director.
- A reminder to Licensees that it's March Madness and wagering on South Dakota Colleges and Universities is not allowed. Wagers can only be placed on collegiate teams and not on individual collegiate athlete performances. Make sure your sports wagering is in line and will be sending out a memo.
- GLI is in the process of updating cashless wagering Standards 13 and 16. Staff intent to not approve requests that come from the industry for the implementation of cashless wagering until the GLI Standards update is completed.
- Chairman Wagner, Commissioner Hawley, Legal Counsel Doug Abraham, Deputy Executive Secretary Mark Heltzel, and Executive Secretary Susan Christian will be attending a GLI Round table the end of April.
- Staff is working on the annual contracts with the testing lab, commission vet, and working with the VBA on funding requests that will be coming in June.
- Deputy Executive Secretary Mark Heltzel gave the Commissioners an update on the 2024 licensing. In December, our office was able to print licenses remotely in Deadwood. Staff was able to issue over 300 licenses remotely.

## **Stipulation and Assurance of Voluntary Compliances**

### **Dwd Resort, LLC dba The Lodge at Deadwood**

A monetary penalty of \$250.00 was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action that on November 18, 2023, and on December 19, 2023, for conducting a blackjack game with a deck of more or less than 52 cards as required per ARSD 20:18:15:02. An informal consultation was held, and licensee agreed to the complaint. Staff determined that the violations were not caused by Operator error but were from an inexperienced dealer and an employee not following the established policies of The Lodge. The fine was suspended providing licensee has no gaming violations for the next year.

Commissioner Goetz made a motion to accept the Stipulation and Assurance of Voluntary Compliance. Vice Chairman Christianson seconded the motion which carried unanimously.

## **Meghan Olson**

A monetary penalty of \$50.00 was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action on November 18, 2023, for conducting a blackjack game with less than 52 cards in a deck which is in violation of ARSD 20:18:15:02. An informal consultation was held, and licensee agreed to the complaint. Additional consideration was given because licensee is new to gaming and has only been licensed for 6 months, having acknowledged her oversight, and recognizing the importance of the integrity of the game. The fine was suspended providing licensee has no gaming violations for the next year.

Commissioner Goetz made a motion to accept the Stipulation and Assurance of Voluntary Compliance. Commissioner Hawley seconded the motion which carried unanimously.

## **Jeff B. Girard**

A monetary penalty of \$50.00 to be paid not later than February 21, 2024, was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action on December 19, 2023, for allowing a deck with 53 cards to be placed in the shoe which is in violation of ARSD 20:18:15:02. An informal consultation was held, and licensee agreed to the penalty and paid the fine.

Commissioner Goetz made a motion to accept the Stipulation and Assurance of Voluntary Compliance and the imposed penalty. Commissioner Millage seconded the motion which carried unanimously.

## **Sports Wagering Catalog**

### **Removal of USFL**

The United States Football League (USFL) ceased operations on December 31, 2023, and merged into the United Football League (UFL) along with the XFL. On March 14, 2023, at the Quarterly Commission meeting a request to add the XFL was denied due to integrity issues and to the Commission staff's knowledge the issues with the XFL have not been resolved. No request has been submitted to add the UFL to the Sporting Event and Sports Wagering Catalog. Staff is requesting that the USFL be removed from the South Dakota Commission on Gaming Sporting Event and Sports Wagering Catalog.

Commissioner Hawley made a motion to approve the removal of USFL from the Sporting Event and Sports Wagering Catalog. Commissioner Goetz seconded the motion which carried unanimously.



## **Deadwood Licensing Matters**

### **Key License Approvals**

Deputy Executive Secretary Heltzel recommended approval of the following:

- Richard Stone
- Carsten Koeri
- Joseph Lovoie
- Jackson Schoolmeester
- Steven Stone
- Eduard Blonk
- Mark Labay
- Wayne Morris
- Andrew Bimson
- Genney Jones
- Lee Harstad
- Sandra Kane
- Lia Jagow

Commissioner Hawley made a motion to approve the Key licenses as staff recommended. Commissioner Millage seconded the motion which carried unanimously.

### **2024 Key License Renewals**

Deputy Executive Secretary Heltzel recommended approval of the following:

- Jess Allen
- Gaylene Septka
- Tim Karli
- Mary Baudhuin
- Britton Siemonsma
- Dylan Cole
- Lori Keehn
- Ernest Matthews
- William Stearns
- Rosa Gonzalas-Costa

Commissioner Millage made a motion to approve the Key license renewals as staff recommended. Commissioner Goetz seconded the motion which carried unanimously.

### **Business License Approvals**

Deputy Executive Secretary Heltzel recommended approval of the following:

- Approval of Nugget Saloon, LLC for a Gaming Property Owner license
- Approval of Sportradar Solutions, LLC for an Associated Equipment Manufacture/Distributors license
- Approval of Seminole Hard Rock Support Services, LLC for an Associated Equipment Manufacture/Distributors license
- Approval of Seminole Hard Rock Entertainment, Inc. for an Operator license
- Approval to move Retail license 0596-RT from 801 Main Street to an unassigned location
- Approval to move Retail license 12569-RT from an unassigned location to 801 Main Street

Vice Chairman Christianson made a motion to approve the Business licenses as staff recommended. Commissioner Hawley seconded the motion which carried unanimously.

### **Next Quarterly Commission Meeting**

The next quarterly commission meeting is scheduled for June 25, 2024.

### **Public Comment**

There was no participation for the comment period of the meeting.

### **Executive Session**

Commissioner Goetz made a motion to go into Executive Session. Commissioner Millage seconded the motion which carried unanimously.

At 9:27 a.m. the Commissioners went into Executive Session pursuant to SDCL 1-25-2.

The Executive Session was concluded at 9:44 a.m. with no action taken.

### **Adjournment**

With no further business to discuss Commissioner Millage made a motion to adjourn the meeting. Commissioner Goetz seconded the motion which carried unanimously.

The meeting was adjourned at 9:46 a.m.

Respectfully Submitted,

Kathy Beringer

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Karen Wagner, Madam Chairman

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Susan Christian, Executive Secretary



SOUTH DAKOTA COMMISSION ON GAMING

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## UNAPPROVED MINUTES

### South Dakota Commission on Gaming Special Meeting

#### MINUTES

April 30, 2024

The South Dakota Commission on Gaming special meeting was held via Zoom at 10:30 a.m. MDT. Chairman Karen Wagner, Vice Chairman Harry Christianson, Commissioner Bob Goetz, Commissioner Spencer Hawley, and Commissioner Mark Millage were present. Staff members present for the meeting were Doug Abraham, Commission Attorney; Susan Christian, Executive Secretary; Mark Heltzel, Deputy Executive Secretary; Brandon Snyder, Enforcement Agent; and Kathy Beringer, Recorder.

The meeting was called to order by Chairman Wagner at 10:30 a.m. MDT a roll call was taken, a quorum was present, and all voting will be done by roll call.

On a roll call all Commissioners were present.

Vice Chairman Christianson	Aye
Commissioner Goetz	Aye
Commissioner Millage	Aye
Commissioner Hawley	Aye
Chairman Wagner	Aye

#### **Conflicts of Interest Disclosure**

On a roll call no conflicts of interest were disclosed.

Vice Chairman Christianson	Nay
Commissioner Goetz	Nay
Commissioner Millage	Nay
Commissioner Hawley	Nay
Chairman Wagner	Nay

### **Approval of the Special Meeting Agenda**

Commissioner Christianson made a motion to approve the agenda. Commissioner Millage seconded the motion.

On a roll call vote motion carried unanimously.

Vice Chairman Christianson	Aye
Commissioner Goetz	Aye
Commissioner Millage	Aye
Commissioner Hawley	Aye
Chairman Wagner	Aye

### **Deadwood Licensing Matters**

- Approval of Gaming Property Owners License for GLP Capital L.P.
- Approval of Key License for:
  - Peter Michael Carlino
  - Brandon John Moore
  - Desiree Ann Burke

Deputy Executive Secretary Heltzel recommended approval of the following:

- Approval of a Gaming Property License for GLP Capital L.P.

Commissioner Hawley made a motion to approve the Business License as staff recommended. Commissioner Goetz seconded the motion.

On a roll call vote motion carried unanimously.

Vice Chairman Christianson	Aye
Commissioner Goetz	Aye
Commissioner Millage	Aye
Commissioner Hawley	Aye
Chairman Wagner	Aye

Deputy Executive Secretary Heltzel recommended approval of the following:

- Approval of a Key License:
  - Peter Michael Carlino
  - Brandon John Moore
  - Desiree Ann Burke

Commissioner Goetz made a motion to approve the Key Licenses as staff recommended. Commissioner Hawley seconded the motion.

On a roll call vote motion carried unanimously.

Vice Chairman Christianson	Aye
Commissioner Goetz	Aye
Commissioner Millage	Aye
Commissioner Hawley	Aye
Chairman Wagner	Aye

### **Public Comment**

There was no participation for the comment period of the meeting.

### **Adjournment**

With no further business to be discussed Commissioner Christianson made a motion to adjourn the meeting. Commissioner Millage seconded the motion.

On a roll call vote motion carried unanimously.

Vice Chairman Christianson	Aye
Commissioner Goetz	Aye
Commissioner Millage	Aye
Commissioner Hawley	Aye
Chairman Wagner	Aye

The meeting was adjourned at 10:38 a.m. MDT.

Respectfully Submitted,

Kathy Beringer

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Karen Wagner, Madam Chairman

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Susan Christian, Executive Secretary



## **SOUTH DAKOTA COMMISSION ON GAMING**

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(605) 578-3074 • dor.sd.gov/gaming

### **STATE OF SOUTH DAKOTA CONSULTING CONTRACT**

**AGREEMENT** made and entered into this 25th day of June 2024, by and between South Dakota Commission on Gaming, a state agency of 445 East Capitol Avenue, Pierre, SD 57501 (the "State") and Gaming Laboratories International LLC, 600 Airport Road, Lakewood, New Jersey, 08701, (the "Consultant").

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

**1. The Consultant will perform the following services:**

The Consultant will advise, review and draft regulations and test gaming devices as requested by the Commission on Gaming staff for the following fees:

- (1) Professional consulting fees no charge for the first ten (10) hours of consulting during the contract period and then \$170.00 per hour after the first ten (10) hours**
- (2) Regular device testing time \$170.00 per hour**
- (3) Telephone consulting free of charge**
- (4) Random Number Generator testing minimum of \$5,000.00 per RNG**

**2. The consultant's services under this Agreement shall commence on July 1, 2024 and end on June 30, 2025 unless sooner terminated pursuant to the terms hereof.**

**3. The Consultant will not use State equipment, supplies or facilities. The Consultant's Employer Identification Number is 26-1938391.**

**4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$35,000.00. The state will not pay Consultant's travel expense as a separate item. Payment will be made pursuant to itemized invoices.**

**5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not**

require the consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the States, its officers, agents or employees.

**6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:**

**A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

**The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.00.**

**B. Automobile Liability Insurance:**

**The Consultant should maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance should include coverage for owned, hired and non-owned vehicles.**

**C. Worker's Compensation Insurance:**

**The Consultant shall procure and maintain worker's compensation and employers' liability insurance as required by South Dakota Law.**

**Before beginning work under this Agreement, the Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required by this Agreement and which provide that such insurance may be canceled, except upon 30 days' prior written Notice to the State. The Consultant shall furnish copies of insurance policies if requested by the State.**

**7. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.**

**8. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability. Consultant shall report any such event to the State immediately upon discovery.**

**Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications.)**

**Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.**



**9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.**

**10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.**

**11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.**

**12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit court, Sixth Judicial Circuit, Hughes County, South Dakota.**

**13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.**

**14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.**

**15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Susan Christian, Executive Secretary, South Dakota Commission on Gaming on behalf of the State, and by James R. Maida, President, Gaming Laboratories International, on behalf of the Consultant, or such authorized**

designees as either party may from time to time designate in writing Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of the Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

18. **CERTIFICATION OF NO STATE LEGISLATOR INTEREST:** Consultant (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

19. **COMPLIANCE WITH SDCL ch 5-18A:** Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

**20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** By signing this Agreement, Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

In Witness whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

**STATE**

**CONSULTANT**

BY: \_\_\_\_\_  
Susan Christian  
Executive Secretary  
South Dakota Commission on Gaming

BY: \_\_\_\_\_  
James R. Maida  
President  
Gaming Laboratories International, LLC

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

BY: \_\_\_\_\_  
Mike Houdyshell  
Secretary  
Department of Revenue and Regulation

\_\_\_\_\_  
(DATE)

**State Agency Coding (MSA Center) 0293000633**  
**State Agency MSA Company for which contract will be paid 52041300**  
**Object/sub object MSA account to which voucher will be coded \_\_\_\_\_**  
**Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Susan Christian Acting Executive Secretary**

2024

Fort Pierre, SD Horse Racing  
Condition Book & Track Rules

Saturday      Sunday  
October 5th    October 6th  
Post Time 1:00 PM CST Both Days

Stanley County Fairgrounds, Ft. Pierre, SD

Verendrye Benevolent Association  
PO Box 426  
Fort Pierre, SD 57532

**Entry Phone Numbers:**

Melissa Cross (605)280-1767  
Or                      (605)295-4878

Entry Contact Info:

Melissa Cross (605)280-1767

Owner and Trainer Account Funds will **NOT** be released until the week after the race meet concludes or until all test results are in for any horses that were tested.

A \$500 Jockey Bonus will be available for all Riders who have met the eligibility requirements at the conclusion of the 2024 VBA Race Meet.

The SD Commission on Gaming will be available to begin providing various racing licenses that are required to participate in this race meet on October 3rd at the Expo Center Meeting Room. You **must** have your 2023 SD License in hand to be eligible for a 2024 license renewal or else it will be treated as a new application.

**Verendrye Benevolent Association Track Rules for 2024**

1. Only horses which have successfully completed at least one race within the last year at a recognized Track or successfully completed two (2) timed works within the last six months either or both of which must be recorded on Equibase, will be eligible to enter races offered at this race meet.

2. All horses competing at this race meet must be identified accurately by whichever means is deemed necessary by the Track Identifier before saddling in the paddock area. Any horse which is not readily identifiable will not be allowed to compete at this race meet. Final discretion in these matters will be offered by the Track Identifier after consultation with the Stewards.
3. All races in this condition book will be written for a weight of 128 pounds unless otherwise specified or stated.
4. All races offered will be with SD Bred Preference unless otherwise specified in the Race Conditions. Certain races will be offered with High Weights as a secondary factor in determining eligibility and will be clarified in the Race Conditions. Accumulated earnings in specified year(s) in condition will be considered when determining High Weight Preference.
5. No horse will be allowed to compete more than one time within a 48 hour time period during this race meet.
6. Stalls available to all horses upon arrival at the Stanley County Fairgrounds beginning October 1st, 2024. Stall assignments will be offered in a cooperative manner under the discretion of the Stall Manager after presentation of a current and legitimate Certificate of Vet Inspection and Coggins. No stall fee will be assessed but rather a **\$50 entrance fee will be assessed to all competing horses and paid to the VBA General either by cash or bankable check and presented to the VBA Bookkeeper. The Entrance Fee Cannot be combined in payment with Jock Mount of Other Fees.**
7. Nomination Fees and Pass The Box Fees are Due at Time Of Entry and need to be paid to the VBA Bookkeeper.
8. It is strongly recommended by the SD State Veterinarian and the Track Veterinarians that all horses be vaccinated for infectious diseases, specifically Equine Herpes Virus. All horses entering the Stanley County Fairgrounds must be accompanied by a Certificate of Vet Inspection (CVI) from a licensed and accredited Veterinarian. Proof of a negative Coggins Test within the last twelve months and other relevant and important information must be listed on the CVI. An import permit number from the SD Animal Industry Board is required if a horse is entering a state with active cases of Vesicular Stomatitis. The CVI must be current and issued within the last 10 Days of entry into the Stanley County Fairgrounds. All CVI's will be checked at the barn area by VBA Personnel that have received the proper training from our Track Veterinarians in this area. No horses will be allowed to unload until this process has been completed. If an inspection is needed you may contact our Track Veterinarian, Murray Kettler at (605)222-0456 and arrange an appointment or contact the Veterinarian of your choice. Horses will be allowed admittance to the Stanley County Fairgrounds on Tuesday October 1st, 2024.
9. VBA will take entries for Saturday, October 5th on Tuesday October 1st and entries for Sunday, October 6th on Wednesday, October 2nd. Entries will be taken between the hours of 9:00 AM and 12:00 PM CST both days. Entries may be submitted by contacting Melissa Cross at (605)280-1767. The VBA is requesting that an electronic photo of an entry registration document be submitted via text message to Melissa. We understand that this is not an option for all but do believe it may provide a bit of clarification in the entry process. ALL Papers for competing horses MUST be in the Racing Office no later than 12:00 PM CST on the day the horse is scheduled to compete. Failure to do so may result in a Scratch. VBA Officials will be present to begin receiving registration papers on Monday, September 30<sup>th</sup>, 2024 at 10:00 AM CST.
10. Officials of this VBA hosted race meet reserve the right to delay, postpone, modify or cancel any or all races which they deem necessary in order to preserve the safety of all involved due to adverse conditions. If overnight "scratches" result in a field of four (4) or less equine participants then in all likelihood that entire race will be cancelled.
11. The decisions of the Racing Stewards, in all related matters, are final, while entries are accepted only on the condition that all individuals entering/starting a horse in a race agree to abide by the decisions of the Racing Stewards.
12. Any change in horse ownership within 48 hours of entries must be approved by the Track Stewards.
13. Claiming Races. For a claim to be viable it must be placed in the Claim Box prior to the first horse with a rider aboard leaving the paddock area and entering the race track for the race in which the claim is being made. Funds to claim a horse MUST be Cash, Cashiers Check or Certified Check. These funds MUST be deposited into the Owners Account that specifically and identically matches the name on the claim card.
14. All wins of all races will be recorded by the Racing Secretary on the registration papers of race winning equine participants.
15. All Exercise Riders, Jockeys and Outriders must obtain a current 2024 SD Racing License before entering the race track. All Exercise Riders, Jockeys, Outriders, Gate Crew, Owners, Trainers, Grooms, Pari Mutual Workers, and Track Officials are required to obtain a current 2024 SD Racing License to be in compliance with SDCG and VBA Track Rules. You must have your 2023 SD Racing License in order to be eligible for renewal in 2024 or it will be treated as a new application.
16. All Exercise Riders and Jockeys MUST Wear Flack Jackets and Helmets while performing on the race track in any capacity.
17. We follow ARCI's most recent guidelines regarding Controlled Therapeutic Medication Schedule which provides the permitted quantitative amounts. I.E. the threshold for phenylbutazone is 0.3 micrograms milliliter of plasma or serum.

## 2024 FORT PIERRE HORSE RACING OFFICIALS

<b>General Manager:</b>	Shane Kramme PO Box 426 Fort Pierre, SD 57532 (605) 280 -0213	
<b>Assistant Manager:</b>	Scott Hoyt Harrold, SD (605) 220 -1546	
<b>Racing Secretary:</b>	Melissa Cross Pierre, SD (605) 295-4878	
<b>Presiding Steward:</b>	Larry Eliason Pierre, SD	
<b>State Steward:</b>	Mike Shaw Pierre, SD	This will be Brandon Snyder Spearfish SD
<b>Track Steward:</b>	James Pettie Bottineau, ND	
<b>Starter:</b>	Shane Kramme	
<b>Entries:</b>	Melissa Cross (605) 295-4878 (605) 280-1767	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Fischer, Rounds & Assoc. - Pierre  
PO Box 218  
Pierre SD 57501-0218

CONTACT NAME:  
PHONE (A/C No. Ext): 605-224-9223 FAX (A/C No.): 605-224-5831  
E-MAIL ADDRESS: Pierre@fischerrounds.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
VEREBEN-01  
Verendrye Benevolent Association; Ft Pierre Chamber of Commerce  
Ft. Pierre Chamber Of Commerce  
PO Box 426  
Ft. Pierre SD 57532

### COVERAGES

CERTIFICATE NUMBER: 360106566

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	RS200GL0066-1	4/7/2024	4/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NTA			OCCURRENCE LIMIT \$ ANNUAL AGGREGATE \$ 1,000,000 \$ 2,000,000
A	LIQUOR LIABILITY		RS200GL0066-1	4/7/2024	4/7/2025	OCCURRENCE LIMIT \$ 1,000,000 ANNUAL AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
It is agreed the Commission on Gaming & its agents & employees are to be shown as Additional Insureds as respects the General Liability coverage.

### CERTIFICATE HOLDER

SD Department of Revenue  
Commission on Gaming  
445 East Capitol Avenue  
Pierre SD 57501

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## LEASE AND AGREEMENT

THIS INDENTURE made this 20<sup>th</sup> day of May, 2024, by and between Stanley County, a governmental subdivision of the State of South Dakota, party of the first part, hereinafter referred to as the "Lessor," and the Verendrye Benevolent Association, a non-profit organization, organized under the statutes of the State of South Dakota, party of the second part, and hereinafter referred to as the "Lessee."

### WITNESSETH:

That the Lessor in consideration of the rents and covenants hereinafter mentioned, does hereby lease, and let unto said Lessee, and said Lessee does hire and take from the Lessor, the following described premises situated in Stanley County, South Dakota:

All of block 121, 122, 124, 125, 126 and the S2 Block 147 and 148, parts of Blocks 120 and 149, City of Fort Pierre, Stanley County, South Dakota, comprising of the Stanley County Fairgrounds, and specifically includes any portion of any property owned by Stanley County which comprises and is used as part of the Stanley County Fairgrounds.

This lease includes the race track, grandstands and its interior structures, the infield, the paddock area, the entire infield and its structures, electrical hook-ups, parking areas, the barns, and stalls, and connecting area, the fairground. This lease specifically excludes the Schomer Barn. It is understood that Lessee will seek and obtain access for the Expo building offices separately.

The Lessee shall have and hold the above premises for and during the full term of September 30, 2024 through October 7, 2024 (8 days).

The Lessee agrees to pay as rent for the above-mentioned premises the sum of Four Thousand Dollars (\$4,000.00).

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the Lessee shall have the authority and privilege to sublet the above premises, for stalls, electrical hook-ups, or any part thereof, without the consent of the Lessor for a period up to 8 days (September 30-October 7, 2024). Any sublease exceeding 8 days must be approved by the Lessor.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the Lessee is hereby authorized to collect all receipts, pay all expenses, costs, premiums, and purses, and after payment of said items, it is mutually agreed that the net profits will be kept and maintained by the Lessee.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee shall clean the Fairgrounds and dispose of all refuse after each performance or series of performances.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee shall maintain the grounds and provide such repairs as may be necessary to keep the grounds and facilities in a state



# STANLEY COUNTY SHERIFF

STANLEY COUNTY COURTHOUSE  
08 E. 2nd Ave.  
P.O. Box 818  
FORT PIERRE, SOUTH DAKOTA 57532  
PHONE: (605) 223-7792  
FAX: (605) 223-7794

Bradley J. Rathbun  
Sheriff

April 9, 2024

Verendrye Benevolent Association  
PO Box 426  
Fort Pierre, SD 57532

Dear Shane Kramme & the Verendrye Benevolent Association,

Under the terms of this agreement, the Stanley County Sheriff's Office, located in Fort Pierre, SD, agrees to provide Money Room security, as well as Money Transportation security for the Verendrye Benevolent Association.

Security services will be provided for the live horse racing event that is scheduled to take place on October 5, 2024 and October 6, 2024 at the Stanley County Fairgrounds in Fort Pierre, SD. Security will be provided for these services to be billed at an hourly rate, as regularly charged for this type of security. This specified rate will be determined by the Stanley County Sheriff's Office and billed to Verendrye Benevolent Association, PO Box 426, Fort Pierre, SD 57532, (605) 280-0213 for security services rendered.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley J. Rathbun".

Bradley J Rathbun  
Stanley County Sheriff  
08 East 2<sup>nd</sup> Avenue  
PH: (605)223-7792  
FX: (605)223-7794



**SOUTH DAKOTA COMMISSION ON GAMING**

87 Sherman Street • Deadwood, SD 57732  
(605) 578-3074 • dor.sd.gov/gaming

**RESOLUTION NUMBER 06-25-24-01**

The South Dakota Commission on Gaming hereby makes the following allocations for purse supplements and racing operations to the Verendrye Benevolent Association for the 2024 live horse racing season:

From the South Dakota Bred Racing Fund:

\$50,000.00 for purses for races that are restricted to South Dakota Bred horses including stakes races;

\$6,000.00 for purses for open races

\$625.00 per racing day from the South Dakota Bred Racing Fund, not to exceed a maximum of \$1,250.00 for point money for South Dakota bred horses that compete in races that are not restricted to South Dakota bred horses and on which pari mutuel wagers are accepted at the Stanley County Fairgrounds

\$1,500.00 per racing day from the South Dakota Bred Racing Fund, not to exceed a maximum of \$3,000.00, for bonuses paid to the breeder of the winner of every race won by a South Dakota Bred horse

From the Special Racing Revolving Fund:

\$77,775.00 from for racing operations

\$30,000.00 from Special Racing Revolving Fund for purses

None of the allocated funds above may be used as purse supplements to any race in which less than five (5) qualified horses have been entered under the supervision of a state steward.

Track management is authorized to make adjustments in the above categories with prior approval of the Executive Secretary of the Commission.

These funds shall be made available to the race tracks upon approval of vouchers by the Executive Secretary and the purpose for which these funds are used shall be subject to an audit by the Commission's audit staff after the financial reports required by ARSD 20:04:20:10 have been furnished to the Commission. Any funds that are disbursed to the corporation or association that are not used as specified above are required to be returned to the South Dakota Commission on Gaming and made available for 2024 race season's allocation.

The Executive Secretary is authorized to withhold \$ 3,200.00 from the distribution of the \$77,500.00 allocated to the Verendrye Benevolent Association for operations as a guaranteed payment of taxes and fees to the Commission until such time as the association has paid in full all taxes and fees due the Commission for the 2024 racing season.



## SOUTH DAKOTA COMMISSION ON GAMING

445 E. Capital Avenue • Pierre, SD 57501  
(605) 773-6051 • [dor.sd.gov/gaming](http://dor.sd.gov/gaming)

### RESOLUTION NUMBER 06-25-24-02

**Section 1.** The executive Secretary is authorized to reimburse the Verendrye Benevolent Association from the Special Racing Revolving Fund for longevity payments to licensed jockeys who participate in races in South Dakota for the 2023 season according to the following criteria:

**Section 2.** Any jockey who has filed with the Commission staff proof of having been given a physical examination within the last year and has earned a jockey fee in at least four races per day or has been available to ride in races throughout each racing day (unless excused by the stewards in their sole discretion for a period of time not to exceed 1 racing day) at the Fort Pierre Race track shall be eligible to receive a longevity payment of Five Hundred Dollars (\$ 500.00) to be paid at the time of jockey fees for the last racing day at the fort Pierre Race Track.

**Section 3.** A list of jockeys who are eligible to receive longevity payments shall be provided to the Horsemen's Bookkeeper by the Presiding Steward.



## SOUTH DAKOTA COMMISSION ON GAMING

87 Sherman Street • Deadwood, SD 57732  
(605) 578-3074 • [dor.sd.gov/gaming](http://dor.sd.gov/gaming)

### RESOLUTION 6-25-24-03

**Section 1.** The Verendrye Benevolent Association obtain an insurance policy or policies with limits of \$1 million naming the South Dakota Commission on Gaming and its agents and employees as additional insured. The policy or policies shall include general liability, liquor liability, jockey insurance and horse racing activities.

**Section 2.** The Verendrye Benevolent Association is required to obtain a bond, deposit in lieu of bond, or letter of credit to be used if necessary, to pay purses, salaries, wages and payments to vendors for good and services provided to the corporation or association in conducting its racing operations in the amount \$25,000.00





**SOUTH DAKOTA COMMISSION ON GAMING**

87 Sherman Street • Deadwood, SD 57732  
(605) 578-3074 • [dor.sd.gov/gaming](http://dor.sd.gov/gaming)

To: Commissioners  
FROM: Susan Christian, Executive Secretary  
DATE: June 25, 2024  
SUBJECT: Approval 2024 Verendrye Benevolent Association Racing Official-Ft. Pierre

Pursuant to 20:18:20:17 staff recommends the Commission approve the following persons to serve as the Verendrye Benevolent Association Racing Officials:

General Manager and Starter - Shane Kramme

Assistant General Manager - Scott Hoyt

Racing Secretary and Handicapper – Mellissa Cross

Secretary Assistant – Sue Bourk

Horsemen's Bookkeeper-Kacee Etkorn

Clerk of Scales - David Kramme

Starter – Shane Kramme

Assistant Starter – Scott Hoyt

Horse Identifier - Jerry Duncan

Paddock Judge - Jerry Duncan

Parimutuel Manager – Linda Brown

Money room manager – Kristi Severson

Jockey Room Custodian – David Kramme



Timer-Tony Harris

Track Maintenance - Younger Kramme

VBA Track Steward – James Pettie

Outriders - Bryon Biber and Everett Longland

Veterinarian – Murray Ketteler, DVM



**SOUTH DAKOTA COMMISSION ON GAMING**

87 Sherman Street • Deadwood, SD

57732

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**20:04:20:17. Officials of the race.** The officials of a race meeting are as follows: three stewards, two of whom are state stewards; assistant state stewards, as needed; clerk of scales; starter; assistant starter; handicappers; timers; paddock judges; identifier; veterinarian; racing secretary; mutuel manager; custodian of the jockey room; and not less than two outriders.

**Source:** 5 SDR 87, effective April 15, 1979; transferred from § 20:04:04:03, 9 SDR 122, effective March 31, 1983; 12 SDR 151, 12 SDR 155, effective July 1, 1986; 13 SDR 95, effective January 11, 1987; 16 SDR 129, effective February 4, 1990; 17 SDR 113, effective February 5, 1991; 23 SDR 126, effective February 13, 1997; 33 SDR 63, effective October 18, 2006; 44 SDR 65, effective October 16, 2017.

**General Authority:** SDCL 42-7-56(13).

**Law Implemented:** SDCL 42-7-56(13).



## SOUTH DAKOTA COMMISSION ON GAMING

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TO: Commissioners  
FROM: Susan Christian, Executive Secretary  
DATE: June 25, 2024  
SUBJECT: Appointment of SDCG Horse Racing Officials

Pursuant to ARSD 20:04:20:18 staff recommends the Commission approve the following persons to serve as Commission racing officials for the 2024 racing season:

Presiding Steward	Larry Eliason
State Steward	Brandon Snyder
Commission Veterinarian	Roger Cooper, DVM



## SOUTH DAKOTA COMMISSION ON GAMING

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**20:04:20:18. Appointment of officials.** The state stewards, assistant state stewards, and state veterinarian for each race meeting shall be named by the commission and paid from the special racing fund. All other officials designated in § 20:04:20:17 shall be appointed by the association, subject to the approval of the commission. The commission may require a change of personnel for good reason, and the replacements are subject to the approval of the commission.

**Source:** 5 SDR 87, effective April 15, 1979; transferred from § 20:04:04:04, 9 SDR 122, effective March 31, 1983; 12 SDR 151, 12 SDR 155, effective July 1, 1986; 16 SDR 129, effective February 4, 1990; 17 SDR 113, effective February 5, 1991.

**General Authority:**SDCL [42-7-56\(13\)](#).

**Law Implemented:**SDCL [42-7-56\(10\)\(13\)](#).



## **SOUTH DAKOTA COMMISSION ON GAMING**

445 E. Capitol Avenue • Pierre, SD 57501  
(605) 951-9173 • [dor.sd.gov/gaming](http://dor.sd.gov/gaming)

### **STATE OF SOUTH DAKOTA CONSULTING CONTRACT**

**Agreement made and entered into this 25th day of June, 2024, by and between the South Dakota Commission on Gaming, a state agency, of 445 East Capitol Avenue, Suite 101, Pierre, South Dakota, 57501 (the "State") and Cooper Animal Clinic, 39224 133<sup>rd</sup> Street, Aberdeen, South Dakota, 57401 phone number (605) 225-3500 (the "Consultant").**

**The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.**

- 1. The Consultant will perform those services described in the Scope of Work, attached hereto as Exhibit A and by this reference incorporated herein.**
- 2. The consultant's services under this Agreement shall commence on October 1, 2024 and end on December 31, 2024 unless sooner terminated pursuant to the terms hereof.**
- 3. The Consultant will not use State equipment, supplies or facilities. The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.**
- 4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$21,000.00. The State will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.**
- 5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder This section does not require the consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the States, its officers, agents or employees.**
- 6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:**
  - A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**  
**The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.00.**

**B. Automobile Liability Insurance:**

**The Consultant should maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident Such insurance should include coverage for owned, hired and non-owned vehicles.**

**C. Worker's Compensation Insurance:**

**The Consultant shall procure and maintain worker's compensation and employers' liability insurance as required by South Dakota Law.**

**Before beginning work under this Agreement, the Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required by this Agreement and which provide that such insurance may be canceled, except upon 30 days' prior written Notice to the State. The Consultant shall furnish copies of insurance policies if requested by the State.**

**7. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.**

**8. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability Consultant shall report any such event to the State immediately upon discovery.**

**Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications.)**

**Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.**

**9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement If after the State terminates for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.**

**10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.**

**11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.**

**12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit court, Sixth Judicial Circuit, Hughes County, South Dakota.**

**13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.**

**14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.**

**15. The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.**

**16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Susan Christian, Executive Secretary, South Dakota Commission on Gaming on behalf of the State, and by and to Roger D. Cooper on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or**

termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of the Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. **CERTIFICATION OF NO STATE LEGISLATOR INTEREST:** Consultant (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

20. **COMPLIANCE WITH SDCL ch 5-18A:** Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.



**21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** By signing this Agreement, Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

In Witness whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

**STATE**

**CONSULTANT**

BY: \_\_\_\_\_  
Susan Christian  
Executive Secretary  
South Dakota Commission on Gaming

BY: \_\_\_\_\_  
Roger D. Cooper, DVM  
Cooper Animal Clinic

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

BY: \_\_\_\_\_  
Mike Houdyshell  
Secretary  
Department of Revenue

\_\_\_\_\_  
(DATE)

***State Agency Coding (MSA Center) 0293000633***  
***State Agency MSA Company for which contract will be paid 3037***  
***Object/sub object MSA account to which voucher will be coded 52041000***  
***Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Susan Christian, Executive Secretary South Dakota Commission on Gaming.***

**EXHIBIT A**

**SCOPE OF WORK**

**During the term of this contract Roger D. Cooper, DVM will perform the duties of the commission veterinarian as described in ARSD Chapter 20:04:18 and Chapter 20:04:27.**

**Cooper Animal Clinic will provide sufficient personnel to supervise the test barns and to take and secure blood and urine samples from races horses on the grounds of the Fort Pierre Racetrack as required by racing rules or as requested by the Stewards.**

**During the period October 5, 2024 through October 6, 2024, Roger D. Cooper and Cooper Animal Clinic will not treat any horses that are competing or being trained to compete at the Fort Pierre Racetrack except to render immediate treatment or euthanasia to an injured horse with the consent of the owner or trainer of the horse.**



## **SOUTH DAKOTA COMMISSION ON GAMING**

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### **STATE OF SOUTH DAKOTA CONSULTING CONTRACT**

**AGREEMENT made and entered into this 25<sup>TH</sup> of June 2024, by and between South Dakota Commission on Gaming, a state agency, of 445 East Capitol Avenue, Pierre, South Dakota 57501 (the "State") and Center for Tox Services, 1819 West Drake Drive, Suite 102, Tempe, Arizona 85283 (the "Consultant"), phone (480) 345-7454.**

**The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.**

- 1. The Consultant will perform those services described in the Work Plan, attached hereto as Exhibit A and by this reference incorporated herein.**
  
- 1. The consultant's services under this Agreement shall commence on October 1, 2024 and end on December 31, 2024 unless sooner terminated pursuant to the terms hereof.**
  
- 2. The Consultant will not use State equipment, supplies or facilities. The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.**
  
- 4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$22,500.00. The State will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.**
  
- 5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder This section does not require the consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the States, its officers, agents or employees.**
  
- 6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:**
  - A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.00.**

**B. Automobile Liability Insurance:**

The Consultant should maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident Such insurance should include coverage for owned, hired and non-owned vehicles.

**C. Worker's Compensation Insurance:**

The Consultant shall procure and maintain worker's compensation and employers' liability insurance as required by South Dakota Law.

Before beginning work under this Agreement, the Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required by this Agreement and which provide that such insurance may be canceled, except upon 30 days' prior written Notice to the State. The Consultant shall furnish copies of insurance policies if requested by the State.

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**12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit court, Sixth Judicial Circuit, Hughes County, South Dakota.**

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**15. The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.**

**16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Susan Christian, Executive Secretary, South Dakota Commission on Gaming on behalf of the State, and by and to Jeanne B. Mahoney, President, Center for Tox Services on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail,**

provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of the Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. **CERTIFICATION OF NO STATE LEGISLATOR INTEREST:** Consultant (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

20. **COMPLIANCE WITH SDCL ch 5-18A:** Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

**21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** By signing this Agreement, Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

In Witness whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

**STATE**

**CONSULTANT**

BY: \_\_\_\_\_

**Susan Christian  
Executive Secretary  
South Dakota Commission on Gaming**

\_\_\_\_\_

**(DATE)**

BY: \_\_\_\_\_

**Jeanne B. Mahoney  
President/Director  
Center for Tox Services**

\_\_\_\_\_

**(DATE)**

BY: \_\_\_\_\_

**Mike Houdyshell  
Secretary  
Department of Revenue**

\_\_\_\_\_

**(DATE)**

***State Agency Coding (MSA Center) 0293000633***

***State Agency MSA Company for which contract will be paid 3037***

***Object/sub object MSA account to which voucher will be coded 52042800***

***Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Susan Christian, Executive Secretary South Dakota Commission on Gaming.***

## EXHIBIT A

Consultant will provide official laboratory testing services for the South Dakota Commission on Gaming for the 2024 live horse racing season at Fort Pierre , South Dakota 57532.

All routine screening will be completed within 72 hours of receipt of the samples. Routine screening will involve the use instrumental screening and at a minimum, thirty ELISA kits per urine sample. All required confirmatory tests will be completed three business days from the date the sample was declared "pending".

Results of routine test samples will be e-mailed or telefaxed to the Executive Secretary of the Commission within 72 hours of the lab's receipt of the sample, excluding Saturdays, Sundays, and Holidays. The original reports will be mailed on the same day that the e-mail or telefax is submitted or on the next business day.

Results determined from additional testing such as investigative samples will be reported, documented, and invoiced separately from routine test results.

Center for Tox Services (CTS) will maintain records and invoices pertaining to the work performed to the extent and in such detail to properly reflect:

- the nature and number of analyses performed on each sample
- the results of each negative and positive test analysis, and
- the data generated from the positive test samples.

The records will be stored for a period of one year after final payment is made. Records which exceed the contract period but relate to appeals, litigation, or the settlement of claims will be maintained until such cases are resolved. Records will be available only to the Executive Secretary and the staff of the Commission on Gaming under this contract.

CTS will provide the Commission's official veterinarian with the following supplies for the collection of urine samples :

- 12 ounce sterile, leak proof, tamper evident plastic specimen containers
- insulated, padlocked shipping containers to maintain security and sample integrity at nor more than four degrees centigrade for a minimum of 48 hours;
  
- "catch sticks" or other devices designed to hold the specimen container during the collection process.
  
- evidence seal tape
- sample number cards
- chain of custody forms



## **EXHIBIT A Continued**

- At least 3 ice packs per shipping container

CTS will pay for the shipping of the above supplies and equipment to the official veterinarian's office and the shipment of samples from the veterinarian's office or track to the laboratory.



**SOUTH DAKOTA COMMISSION ON GAMING**

445 E. Capitol Avenue • Pierre, SD 57501  
(605) 951-9173 • dor.sd.gov/gaming

**COOPERATIVE AGREEMENT**

STANLEY COUNTY SHERIFF'S OFFICE  
and  
SOUTH DAKOTA COMMISSION ON GAMING

The South Dakota Commission on Gaming agrees to reimburse the Stanley County Sheriff's Office for providing additional law enforcement services on the Stanley County Fairgrounds from 12:00 noon until 8:00 PM(CDT) on Saturday, October 5, 2024 and from 12:00 noon until 6:00 PM (CDT) on Sunday, October 6, 2024.

The Sheriff will assign one deputy sheriff and one patrol vehicle to the Stanley County Fairgrounds during the time and dates listed above for the purpose of enforcing state laws and local ordinances. At all times while performing these duties those personnel who are assigned by the Sheriff will remain employees of the Stanley County Sheriff.

The South Dakota Commission on Gaming agrees to reimburse the Stanley County Sheriff's Office a total amount not to exceed One Thousand One Hundred and Twenty Dollars (\$1,120.00) for the cost of providing these additional laws enforcement services.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

---

BRADLEY RATHBUN  
SHERIFF  
STANLEY COUNTY

---

SUSAN CHRISTIAN  
EXECUTIVE SECRETARY  
S.D. COMMISSION ON GAMING



**SOUTH DAKOTA COMMISSION ON GAMING**

87 Sherman Street • Deadwood, SD 57732  
(605) 578-3074 • dor.sd.gov/gaming

Licensing matters for the June 25th, 2024  
Commission meeting.

**Key License (new):**

Matthew Schuffert	Thomas Mertens	William Martinez	Randall Knust
Richard Garza	Alton Schoppe	Andrew Cardno	Simon Burgess
Timothy Conrad	Michael Freeman	Marc Masi	Jennifer Masi
Melissa Stennes	Harjinder Chana	Matthew Gorman	Amanda Roth
Jacqueline Mattingley		Tristan Sjoeborg	Michael Knutsson

**Key License (renewal):**

Emily Sheridan

**Business License (new):**

Data Financial Inc.	(Manufacture Distributor)
Game Changing Technologies	(Associated Equipment Manufacturer / Distributor)
Genesis Gaming Solutions Inc.	(Associated Equipment Manufacturer / Distributor)
TCS John Huxley America, Inc.	(Associated Equipment Manufacturer / Distributor)
Deadwood Gaming, BHCI LLC.	Operator License (13520), Gaming Property Owners license (13534) and 3 Retail Licenses (1351, 13532, 13533)
SGMSD, LLC.	6 Retail Licenses (14020,14022,14023, 14024, 14025,14026) assigned at 1906 Deadwood Mt. Drive, Deadwood SD.

**Business License (renewal):**

Please see the attached 2-page Business License Renewal sheets for 2024-2025.

**BUSINESS LICENSE RENEWAL – 2024-2025**

**OPERATOR, ROUTE OPERATOR & RETAIL LICENSES**

AGT- ACES FULL INC	11022-OP	GR DWD LLC	0187-OP
	11159-RO	MINERAL PALACE 1	0299-RT
MR. WU'S 1	11575-RT	MINERAL PALACE 2	0300-RT
MR. WU'S 2	11576-RT	MINERAL PALACE 3	0301-RT
MR. WU'S 3	11577-RT	MINERAL PALACE 4	0540-RT
		MINERAL PALACE 5	0541-RT
BLACK DIAMOND CAPITAL LLC	0231-OP	MINERAL PALACE 6	0542-RT
	14101-RO	MINERAL PALACE 7	0543-RT
GOLD DUST 1	0588-RT	MINERAL PALACE 8	0544-RT
GOLD DUST 2	0589-RT	MINERAL PALACE 9	0545-RT
GOLD DUST 3	0590-RT	MINERAL PALACE 10	0546-RT
GOLD DUST 4	0591-RT	MINERAL PALACE 11	0547-RT
GOLD DUST 5	0592-RT	MINERAL PALACE 12	0548-RT
GOLD DUST 6	0593-RT		
GOLD DUST 7	0594-RT	MAIN LEDGE LLC -MIDNIGHT STAR	12782-OP
GOLD DUST 13 (777)	0610-RT	MIDNIGHT STAR 1	12783-RT
GOLD DUST 14 (777)	0611-RT	MIDNIGHT STAR 2	12784-RT
GOLD DUST 15 (777)	0612-RT		
		SALOON GAMBLING INC	0103-OP
BLUE SKY GAMING INC	0199-OP	SALOON GAMBLING INC 1	0011-RT
TIN LIZZIE 1	0313-RT	SALOON GAMBLING INC 2	0063-RT
TIN LIZZIE 2	0314-RT	SALOON GAMBLING INC 3	0393-RT
TIN LIZZIE 3	0315-RT		
TIN LIZZIE 4	0524-RT	SGMSD, LLC	13176-OP
TIN LIZZIE 5	0525-RT	SILVERADO 1	13177-RT
TIN LIZZIE 7	0604-RT	SILVERADO 2	13178-RT
TIN LIZZIE 8	0605-RT	SILVERADO 3	13179-RT
TIN LIZZIE 12	0609-RT	SILVERADO 4	13180-RT
TIN LIZZIE 13	0613-RT	SILVERADO 5	13181-RT
		SILVERADO 6	13182-RT
BY DEVELOPMENT INC	0196-OP	SILVERADO 7	13183-RT
CADILLAC JACKS 1	0302-RT	FRANKLIN 1	13184-RT
CADILLAC JACKS 2	0303-RT	FRANKLIN 2	13185-RT
CADILLAC JACKS 3	0304-RT	FRANKLIN 3	13186-RT
CADILLAC JACKS 4	0526-RT	FRANKLIN 4	13187-RT
CADILLAC JACKS 5	0527-RT	FRANKLIN 5	13188-RT
CADILLAC JACKS 6	0528-RT	FRANKLIN 6	13189-RT
CADILLAC JACKS 7	0529-RT	DEADWOOD MT GRAND 1	14020-RT
CADILLAC JACKS 8	0530-RT	DEADWOOD MT GRAND 2	14022-RT
CADILLAC JACKS 9 (SHS4)	0597-RT	DEADWOOD MT GRAND 3	14023-RT
CADILLAC JACKS 10	10860-RT	DEADWOOD MT GRAND 4	14024-RT
		DEADWOOD MT GRAND 5	14025-RT
		DEADWOOD MT GRAND 6	14026-RT
DGR-ERNEST HOSPITALITY	12042-OP		
DGR 1	12175-RT		
DGR 2	12176-RT	THE LANDMARK-SPORTSBOOK DWD	12415-OP
DGR 3	12177-RT	THE LANDMARK 1	12416-RT
DGR 4	12178-RT	THE LANDMARK 2	12417-RT
DGR 5	12179-RT	THE LANDMARK 3	12418-RT
		THE LANDMARK 4	13145-RT
DEALS PUBLICATIONS	0197-OP		
CELEBRITY 1	11567-RT	THE LODGE AT DWD -DWD RESORTS LLC	0217-OP
CELEBRITY 2	11568-RT	THE LODGE AT DEADWOOD 1	0469-RT
CELEBRITY 3	12311-RT	THE LODGE AT DEADWOOD 2	0470-RT
		THE LODGE AT DEADWOOD 3	0471-RT
FIRST GOLD INC	0120-OP	THE LODGE AT DEADWOOD 4	0533-RT
	0011-RO	THE LODGE AT DEADWOOD 5	0534-RT
HORSESHOE 1	0079-RT	THE LODGE AT DEADWOOD 6	0535-RT
BLACKJACK 2	0081-RT	THE LODGE AT DEADWOOD 7	0536-RT
FIRST GOLD 3	0208-RT	THE LODGE AT DEADWOOD 8	0537-RT
FIRST GOLD 4	0567-RT	THE LODGE AT DEADWOOD 9	0538-RT
FIRST GOLD 5	0568-RT	THE LODGE AT DEADWOOD 10	0539-RT
FIRST GOLD 6	0569-RT		
FIRST GOLD 7	0570-RT		
FIRST GOLD 8	0571-RT		
FIRST GOLD 9	0572-RT		
FIRST GOLD 10	0573-RT		
FIRST GOLD 11	0584-RT		

**OTHER ASSIGNED LICENSES**

MIDWEST MOTELS OF DWD	11330-OP
BODEGA 1 – MIDWEST MOTELS OF DWD	11331-RT
BODEGA 2 – MIDWEST MOTELS OF DWD	11332-RT
BODEGA 3 – MIDWEST MOTELS OF DWD	11333-RT
BULLOCK 1 –DBUH, LLC	11985-RT
BULLOCK 2 –DBUH, LLC	11964-RT
CLARK & APEX, LLC	12150-OP
CLARK & APEX, LLC	12135-RT
CLARK & APEX, LLC	12134-RT
DOOR 4, LLC-FAIRMONT 1	12187-RT
DOOR 4, LLC-FAIRMONT 2	12188-RT
DOOR 4, LLC-FAIRMONT 3	12567-RT
DEADWOOD MINERS(GCI)	12569-RT
ROCKSINO 1-DHIH, LLC	11965-RT
ROCKSINO 2-DHIH, LLC	11966-RT
ROCKSINO 3-DHIH, LLC	11967-RT
MARTIN MASON BLDG 1	0317-RT
MARTIN MASON BLDG 2	0318-RT
WOODEN NICKEL CASINO	0316-RT
SUPER 8 1 – GOLD RUN LLC	11110-RT
SUPER 8 2 – GOLD RUN LLC	11111-RT
SUPER 8 3 – GOLD RUN LLC	11112-RT
VFW	0017-RT
CALEDONIA LEDGE, LLC	12785-PO
DEADWOOD PARKING LOTS, LLC	0003-PO
GLP CAPITAL	13727-PO
KR DEADWOOD	12419-PO
NUGGET BUILDING	13476-PO
OPTIMA LLC-DBA TRUE BY HILTON	0005-PO

**SPORTS WAGERING SERVICE PROVIDERS**

BETMGM. LLC	12269-SW
IGT	12241-SW
INTERNET SPORTS INTERNATIONAL	12253-SW
RUSHMORE GAMING	12216-SW
RUSHMORE GAMING	13398-OP
RUSHMORE GAMING	12626-RO

**OPERATOR,ROUTE OPERATOR & UNASSIGNED LICENSES**

AGT-MICHAEL TRUCANO	0230-OP
AGT-MICHAEL TRUCANO	10858-RO
MICHAEL TRUCANO-OLD IRON HORSE INN	0583-RT
SHARON GOULD	10355-OP
SEMINOLE HARD ROCK ENTERTAINMENT	13401-OP
DAKAM MOHAMED DAKAM	0264-RT
CHRIS GOULD	0440-RT
SRK DEVELOPMENT	11623-RT
DEADWOOD LEGACY HOLDINGS	12000-RT
TIM & MONICA CONRAD	0108-OP
ZCN LLC	11382-OP
DEADWOOD MT GRAND 1	11383-RT
DEADWOOD MT GRAND 2	11384-RT
DEADWOOD MT GRAND 3	11385-RT
DEADWOOD MT GRAND 4	11386-RT
DEADWOOD MT GRAND 5	11387-RT
DEADWOOD MT GRAND 6	11388-RT

**MANUFACTURERS**

AGS, LLC	0130-MA
AINSWORTH GAMING TECHNOLOGY	11549-MA
ARISTOCRAT TECHNOLOGIES INC	0108-MA
BLUBERI GAMING	11968-MA
DYNAMIC GAMING SOLUTIONS SD LLC	11328-MA
EMPIRE TECHNOLOGY	11755-MA
EVERI GAMES INC (MULTIMEDIA)	0131-MA
HARMS VENDING	0129-MA
IGT	0101-MA
INCREDIBLE TECHNOLOGIES INC	10735-MA
INTERBLOCK D.D.	0124-MA
JCM AMERICAN CORP	0132-MA
KONAMI GAMING INC	0128-MA
LIGHT & WONDER	0114-MA
NOVOMATIC AG	11561-MA
NRT TECHNOLOGY CORP	0125-MA
PATRIOT GAMING & ELECTRONIC INC	10044-MA
TABLE TRAC INC	0127-MA
UNIVERSAL GAMING RESOURCES, LLC	0121-MA

**ASSOCIATED EQUIPMENT MANUFACTURER**

AVALON GAMING INC	10877-AE
COUNTR GMBH	11376-AE
EVERI PAYMENTS	12300-AE
GAMING PARTNERS INTERNATIONAL USA	10983-AE
GAMING & ENTERTAINMENT TOUCH TECH	11146-AE
M3 TECHNOLOGY SOLUTIONS LLC	11293-AE
OVERLAY GAMING	12634-AE
PAVILION PAYMENTS GAMING SERVICES	11790-AE
QUANTUM SYSTEMS SOLUTIONS	11617-AE
SEMINOLE HARD ROCK SUPPORT SERVICES	13514-AE
STADIUM TECH	12342-AE
SPORTRADAR	13259-AE



**SOUTH DAKOTA COMMISSION ON GAMING**

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March 4, 2024

**MEMORANDUM**

**DATE:** 03/04/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Matthew Schuffert/13830-23-KY

**Name of Gaming Business associated with:**

The applicant is currently the property President of Hard Rock Casino Northern Indiana and has been there since 2020. He has held a gaming license in Indiana for about 18 years with no disciplinary action on his license.

He is seeking a license for his current position with Seminole Hard Rock Entertainment, Inc. and their association with the Rocksino in Deadwood.

**Past Employment:**

The applicant worked for an engineering firm after college. In 2005 he began working in the gaming industry as a Financial Accounting Manager for the property that eventually became the Ameristar East Chicago. He worked his way up to the General Manger. He served in that position for 8 years until 2020.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that Matthew Schuffert be approved as a Key licensee.





**SOUTH DAKOTA COMMISSION ON GAMING**

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March 20, 2024

**MEMORANDUM**

**DATE:** 03/20/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Thomas Joseph Mertens/13805-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently an Independent Director at Table Trac, Inc.

Table Trac, Inc. was founded in 1995, they created and patented Table Trac™, a table games management system that provided accounting and reporting, player tracking, and rewarding, and could integrate with other third-party casino management systems.

Table Trac™ is a publicly traded company under the ticker symbol TBTC.

**Past Employment:**

The applicant worked for Macquire Air-Ser Holdings, Inc. from 2004 to 2012, where he served as the Chief Financial Officer and is currently the Chief Financial Officer and Treasurer for the Archdioceses of St. Paul/Minneapolis. He has served in this position since 2012.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that Thomas Mertens be approved as a Key licensee.



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March 20, 2024

**MEMORANDUM**

**DATE:** 03/20/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** William Martinez/13806-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently an Independent Director at Table Trac, Inc.

Table Trac, Inc. was founded in 1995, they created and patented Table Trac™, a table games management system that provided accounting and reporting, player tracking, and rewarding, and could integrate with other third-party casino management systems.

Table Trac™ is a publicly traded company under the ticker symbol TBTC.

**Past Employment:**

The applicant worked for the City of Saint Paul as a Police Officer. He retired from the Saint Paul Police Department as the Assistant Chief of Detectives in 2015.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that William Martinez be approved as a Key licensee.





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March 27, 2024

**MEMORANDUM**

**DATE:** 03/27/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Randall Lee Knust/13377-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently the President/Treasurer/Secretary for Genesis Gaming Solutions, Inc. He has been in that position since 1999.

Genesis Gaming Solutions, Inc. develops hardware and software solutions for casino pit and poker room management and player tracking operations.

The company also offers a line of table game products to the casino industry including gaming tables and furniture, casino chips, dice, playing cards, table layouts, roulette wheels, roulette and baccarat displays, and table game accessories.

Genesis Gaming Solutions, Inc. has gaming licenses nationwide.

**Past Employment:**

The applicant has worked as the President of Genesis Tax Solutions, Inc. since 1998. He is the current CEO for Genesis Interactive Technologies, Inc. and has been since 2012.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that Randall Knust be approved as a Key licensee.



**SOUTH DAKOTA COMMISSION ON GAMING**

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March 27, 2024

**MEMORANDUM**

**DATE:** 03/27/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Richard Garza/13379-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently an Owner and Director for Genesis Gaming Solutions, Inc and has been since 1999.

Genesis Gaming Solutions, Inc. develops hardware and software solutions for casino pit and poker room management and player tracking operations.

The company also offers a line of table game products to the casino industry including gaming tables and furniture, casino chips, dice, playing cards, table layouts, roulette wheels, roulette and baccarat displays, and table game accessories.

Genesis Gaming Solutions, Inc. has gaming licenses nationwide.

**Past Employment:**

The applicant worked for Genesis Tax Solution, Inc as a partner since and has served as a Director for Genesis Interactive Technologies, Inc. since 2012.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that Richard Garza be approved as a Key licensee.



## SOUTH DAKOTA COMMISSION ON GAMING

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March 27, 2024

### MEMORANDUM

**DATE:** 03/27/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Alton Eric Schoppe/13378-23-KY

#### **Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently the VP of Product Development and a Director for Genesis Gaming Solutions, Inc.

Genesis Gaming Solutions, Inc. develops hardware and software solutions for casino pit and poker room management and player tracking operations.

The company also offers a line of table game products to the casino industry including gaming tables and furniture, casino chips, dice, playing cards, table layouts, roulette wheels, roulette and baccarat displays, and table game accessories.

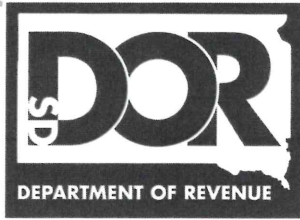
Genesis Gaming Solutions, Inc. has gaming licenses nationwide.

#### **Past Employment:**

The applicant was a Partner at Cimarron Systems, Inc, from 1998 to 2019. He is also a Director for Genesis Interactive Technologies and has been since 2012.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that Alton Schoppe be approved as a Key licensee.



**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

DATE: March 27<sup>th</sup>, 2024  
TO: South Dakota Commission on Gaming  
FROM: S/A John Cargill  
SUBJECT: Andrew Cardno/ 13763-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is the CEO, Chairman and Founder of Game Changing Technologies, Inc. Game changing Technologies, Inc is a data monitoring and business intelligence company that is applying for licensure in South Dakota.

**Past Employment:**

Andrew is an inventor and has founded several businesses to include Game Changing Technologies Inc, Quick Custom Intelligence LLC, Speed of You Inc, Innovation Gaming Group Inc, Patents for Fun LLC, Coin Animals, VizExp Inc, American Kiwi Inc and Compudigm. Andrew also currently works at Context Networks as the Chief Technology Advisor, Strong Force Intellectual Capital LLC as the chief inventor, Currently Andrew holds gaming licenses in several jurisdictions around the United States. They are all in good standing.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is recommended that Andrew Cardno be approved as a Key Licensee with Game Changing Technologies, Inc.



**SOUTH DAKOTA COMMISSION ON GAMING**

87 Sherman Street • Deadwood, SD 57732  
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**MEMORANDUM**

DATE: March 27<sup>th</sup>, 2024  
TO: South Dakota Commission on Gaming  
FROM: S/A John Cargill  
SUBJECT: Simon Burgess/ 13764-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is the Director of Compliance for Game Changing Technologies, Inc. Game changing Technologies, Inc is a data monitoring and business intelligence company that is applying for licensure in South Dakota.

**Past Employment:**

Simon worked for Shuffle Master Gaming, VendingData Corporation, PDS Gaming and Azure Gaming American prior to working for Game changing Technologies, Inc. Simon also currently works at Quick Custom Intelligence as the CAO. Currently Simon holds gaming licenses in several jurisdictions around the United States. They are all in good standing.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is recommended that Simon Burgess be approved as a Key Licensee with Game Changing Technologies, Inc.



**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: 04/19/2024  
TO: South Dakota Commission on Gaming  
FROM: Brandon Snyder  
SUBJECT: Timothy Conrad  
LIC. #: 13832-24-KY

The applicant currently owns Deadwood Electric, Trails Head Cannabis Co., Dungeon Bar, and 4% of the Bullock Hotel and Casino. The applicant and his wife have had an operator license since 1990. He has had a support license since 2023.

Concerns: Applicant has a history of alcohol use resulting in poor decision making.

Recommendation: Approval





## SOUTH DAKOTA COMMISSION ON GAMING

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### MEMORANDUM

**DATE:** May 15<sup>th</sup>, 2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** Michael R Freeman / **13732-23-KY**

#### **Applicant Summary:**

Michael has had a support license since November 24<sup>th</sup>, 2021 with no violations reported. Michael is currently working as a Player's Club Manager for Cadillac Jack's Gaming Resort.

**Concerns:** None

#### **Recommendations:**

It is recommended that Michael be **approved** for his South Dakota Commission on Gaming Key License.



**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

DATE: May 10th, 2024  
TO: South Dakota Commission on Gaming  
FROM: S/A John Cargill  
SUBJECT: Marc A. Masi / 13343-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is the owner and the President of Data Financial, Inc. Data Financial, Inc specialized wholesaling equipment manufacturing company that caters to the gaming and financial industries.

**Past Employment:**

The applicant is a veteran of the US Navy and has worked several service industry- based jobs prior to becoming the owner and the President of Data Financial, Inc. Currently he holds gaming licenses in several jurisdictions around the United States. They are all in good standing.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is recommended that Marc Masi be approved as a Key Licensee with Data Financial, Inc.





**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

DATE: May 10th, 2024  
TO: South Dakota Commission on Gaming  
FROM: S/A John Cargill  
SUBJECT: Jennifer L. Masi / 13344-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because she is an owner and the Vice President of Data Financial, Inc. Data Financial, Inc specialized wholesaling equipment manufacturing company that caters to the gaming and financial industries.

**Past Employment:**

The applicant spent over 20 years in medical field. The applicant spent most of those years working as an RN for various hospitals in Wisconsin. The applicant also worked for a pharmaceutical company and worked in a bar prior to becoming an owner and the Vice President of Data Financial, Inc. Currently she holds gaming licenses in several jurisdictions around the United States. They are all in good standing.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is recommended that Jennifer Masi be approved as a Key Licensee with Data Financial, Inc.



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**MEMORANDUM**

DATE: 05/10/2024  
TO: South Dakota Commission on Gaming  
FROM: John Cargill  
SUBJECT: Melissa Stennes  
LIC. #: 13451-23-KY

The applicant is a college student at Dakota State University. The applicant has had a support license since May of 2023, with no derogatory action on her license. She is seeking a key license for future considerations in employment after college.

**Concerns: NO**

**Recommendation: Approval**



**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: 05/24/2024  
TO: South Dakota Commission on Gaming  
FROM: Brandon Snyder  
SUBJECT: Harjinder Chana  
LIC. #: 13535-23-KY

The applicant currently owns the Deadwood Comfort Inn in Deadwood, SD and is the sole owner of the property. The applicant has had a gaming license in Montana since 2021, the licenses are still active and in good standing.

The applicant stated he is seeking a key license and an operator license to install slot machines in the Comfort Inn which he plans on being route operated.

Concerns: None

Recommendation: Approval



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**MEMORANDUM**

**DATE:** May 29<sup>th</sup>, 2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** Matthew L Gorman / **13818-23-KY**

**Applicant Summary:** Applicant is seeking licensure for his current role as floor supervisor at Cadillac Jack's Casino. The applicant has had a Support License since August of 2022. He has had no derogatory information while having his Support License.

**Concerns:** None

**Recommendations:** It is recommended that Matthew L Gorman be **approved** for a Key License. No derogatory information was discovered during this background investigation that would prevent the applicant from obtaining a license.



**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

DATE: May 29, 2024  
TO: South Dakota Commission on Gaming (SDCG)  
FROM: S/A Angela J. Wilkerson  
SUBJECT: Amanda June Roth

Amanda Roth is presently employed with Cadillac Jack's Gaming Resort in Deadwood, SD as the Food & Beverage Director. Ms. Roth has worked for Cadillac Jack's for about 10 years total and has applied for this license at her employer's request.

Ms. Roth held a Support License with the SDCG from May of 2011 through December of 2012, and then from January of 2016 through December of 2019. Ms. Roth has never held a gaming license in any other gaming jurisdiction.

**Recommendation:** Upon completion of this background investigation, it is recommended that Amanda J. Roth be **approved** for a Key license with the SDCG.



**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

DATE: 05/26/2024  
TO: South Dakota Commission on Gaming  
FROM: John Cargill  
SUBJECT: Jacqueline L. Mattingley  
LIC. #: 13749-23-KY

The applicant is a Floor Supervisor at The Landmark Casino in Deadwood, SD. The applicant has had a support license since October of 2023, with no derogatory action on her license. She is seeking a key license for her current position.

**Concerns: NO**

**Recommendation: Approval**



**SOUTH DAKOTA COMMISSION ON GAMING**

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May 29, 2024

**MEMORANDUM**

**DATE:** 05/28/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Tristan Sjoeberg/13311-23-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently the Chairman, Director, and President for TCS John Huxley America, Inc.

TCS John Huxley is a manufacturer and supplier of end-to-end live gaming solutions and services. They have offices all over the world providing personal service and technical support.

TCS John Huxley is licensed worldwide.

**Past Employment:**

Applicant has served in his current position since 2012. He started his career serving as the scientific officer at the Plymouth Marine Laboratory.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is Recommended that Tristan Sjoeberg be approved as a Key licensee.





**SOUTH DAKOTA COMMISSION ON GAMING**

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May 29, 2024

**MEMORANDUM**

**DATE:** 05/29/2028  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Michael Knutsson/13765-KY

**Name of Gaming Business associated with:**

The applicant is seeking licensure because he is currently on the Board of Directors for the parent company of TCS John Huxley America.

TCS John Huxley is a manufacturer and supplier of end-to-end live gaming solutions and services. They have offices all over the world providing personal service and technical support.

TCS John Huxley is licensed worldwide.

**Past Employment:**

Applicant served in the Sweden Air Force from 1980 to 1981 as part of compulsory military service. Applicant is currently the CEO of Knutsson Holdings AB and has been in this position since 2003.

**Concerns:** None

**Recommendations:** As a result of this background investigation, it is recommended that Michael Knutsson be approved as a Key licensee.





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**MEMORANDUM**

**DATE:** 05/10/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** John Cargill  
**SUBJECT:** Data Financial, Inc  
**LIC#:** 13342-MA

Data Financial, Inc is a specialized wholesaling equipment manufacturing company that caters to the Gaming and financial industries. Data Financial, Incorporated provides security solutions in cash handling. They sell cash counters and coin sorters, shredders, scanners, encoders, endorsers, and supplies, as well as signage, kiosks, cloud-based security, smart lockers, and other gaming specific items. Data Financial serves customers in the United States and mainly serves Tribal entities.

**Concerns:** None

**Recommendations:** It is recommended that the applicant be approved for a Manufacturer/Distributor License. Nothing derogatory was found in the applicant's background investigation that would prevent them from obtaining a SDCG license.



## SOUTH DAKOTA COMMISSION ON GAMING

120 Industrial Drive Suite 1 • Deadwood, SD 57732  
(605) 578-3074 • dor.sd.gov/gaming

### MEMORANDUM

**DATE:** 03/14/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** John Cargill  
**SUBJECT:** Game Changing Technologies, Inc  
**LICENSE:** 13762-AE

Game Changing Technologies, Inc is a data monitoring company that also distributes software and business intelligence. Game Changing Technologies, Inc plans to work with Tin Lizzie Gaming Resort and are hoping to gain more customers as they become more familiar with Deadwood, SD.

Game changing Technologies, Inc is licensed in numerous other jurisdictions throughout the United States, including but not limited to California, Florida, Maryland, Wisconsin, and various tribal agencies.

**Concerns:** None

**Recommendations:** It is recommended that the applicant be approved for an Associated Equipment Manufacturer/Distributor License. Nothing derogatory was found in the applicant's background investigation that would prevent them from obtaining a SDCG license.



## SOUTH DAKOTA COMMISSION ON GAMING

120 Industrial Drive, Suite 1 • Spearfish, SD 57783  
(605) 578-3074 • [dor.sd.gov/gaming](http://dor.sd.gov/gaming)

### MEMORANDUM

**DATE:** 03/27/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Genesis Gaming Solutions, Inc.  
**LICENSE:** 13376-AE

Genesis Gaming Solutions is owned by Randall Knust (60%), Richard Garza (20%), and Alton Schoppe (20%).

Genesis Gaming Solutions, Inc. develops hardware and software solutions for casino pit and poker room management and player tracking operations.

The company also offers a line of table game products to the casino industry including gaming tables and furniture, casino chips, dice, playing cards, table layouts, roulette wheels, roulette and baccarat displays, and table game accessories.

Genesis Gaming Solutions, Inc. has gaming licenses nationwide.

**Concerns:** None

**Recommendations:** It is recommended that the applicant be approved for an Associated Equipment Manufacturer/Distributor License. Nothing derogatory was found in the applicant's background investigation that would prevent them from obtaining a SDCG license.



## SOUTH DAKOTA COMMISSION ON GAMING

120 Industrial Drive, Suite 1 • Spearfish, SD 57783  
(605) 578-3074 • dor.sd.gov/gaming

### MEMORANDUM

**DATE:** 05/29/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** TCS John Huxley America, Inc.  
**LICENSE:** 13317-AE

TCS John Huxley is a manufacturer and supplier of end-to-end live gaming solutions and services. They have offices all over the world providing personal service and technical support.

Some of the products they offer include chipper champ, cards, dice, table displays, chips, chairs, gaming tables, table layouts, table game accessories, roulette wheels, shufflers, big 6 wheels, dice shakers, electronic gaming, and igaming.

TCS John Huxley America, Inc. is owned 50% by Tristan Nenne Sjoeborg and 50% by Michael Bertil Knutsson.

TCS John Huxley is licensed worldwide.

**Concerns:** None

**Recommendations:** It is recommended that the applicant be approved for an Associated Equipment Manufacturer/Distributor License. Nothing derogatory was found in the applicant's background investigation that would prevent them from obtaining a SDCG license.



**SOUTH DAKOTA COMMISSION ON GAMING**

120 Industrial Drive, Suite 1 • Spearfish, SD 57783  
(605) 578-3074 • dor.sd.gov/gaming

**MEMORANDUM**

**DATE:** 05/24/2024  
**TO:** South Dakota Commission on Gaming  
**FROM:** Brandon Snyder  
**SUBJECT:** Deadwood Gaming, BHCI, LLC  
**LICENSE:** 13530-OP, 13534-PO, 13531-RT, 13532-RT, 13533-RT

Deadwood Gaming, BHCI, LLC (Operator), and Deadwood Land Company, BHCI, LLC (Property Owner) are 100% owned by Harjinder Chana.

Deadwood Gaming, BHCI, LLC currently holds a liquor licenses and video lottery license for the Deadwood Comfort Inn and will be the operator of the property. Deadwood Land Company, BHCI, LLC owns the real estate of the Deadwood Comfort Inn.

The plan for the Deadwood Comfort Inn, if approved for a gaming license, is to install up to 90 slot machines at the retail locations historically assigned to the property. The machines will be route operated by a licensed route operator in Deadwood.

**Concerns:** None

**Recommendations:** It is recommended that the applicant be approved for an Operator/Property Owner/Retail Licenses. Nothing derogatory was found in the applicant's background investigation that would prevent them from obtaining a SDCG license.