

**NOTICE OF PUBLIC HEARING TO AMEND RULES
AND QUARTERLY BUSINESS MEETING**

Notice is hereby given that the South Dakota Commission on Gaming will hold its quarterly business meeting on Tuesday, June 17, 2025, beginning at 9:00 a.m. MDT in the City Commission Chambers at Deadwood City Hall located at 102 Sherman Street, Deadwood, South Dakota.

Join Zoom Meeting

<https://state-sd.zoom.us/j/92608924500>

Meeting ID: 926 0892 4500

Join by Telephone Dial:

• +1 669 900 9128 US (San Jose)

Find your local number: <https://state-sd.zoom.us/u/azLIDHiff>

Meeting ID: 926 0892 4500

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

Approval of Meeting Agenda

Proposed Rules to be Amended

- 1) ARSD 20:04:27:12 Penalty for use of illegal substances
- 2) ARSD 20:04:27:14 Restrictions on use of authorized drugs

Pages 4-8

QUARTERLY BUSINESS MEETING

Approval of the minutes of the quarterly business meeting of March 18, 2025. Pages 9-16

Election of Chair and Vice Chair for Fiscal Year 2026

Old Business:

Remarks by Representative of Gaming Laboratories International, Steve May

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 22-30
- 2) Approval of allocations for purse supplements and racing operations **Resolution Number 06-25-01** Pages 31-38
- 3) Approval of Jockey Bonus / **Resolution Number 06-25-02** Pages 39-40
- 4) Approval of the required Track bond and insurance **Resolution Number 06-25-03** Pages 41-44
- 5) Approval of Verendrye Benevolent Association horse racing officials Pages 48-51
- 6) Approval of the Commission horse racing officials Pages 52-53
- 7) Approval of horse racing contracts
 - 1) Dr. Cooper DVM Pages 54-59
 - 2) Center for Tox Services Pages 60-65
 - 3) Stanley County Sheriff's Office Page 66

Approval of Stipulation and Assurance of Voluntary Compliance:

- Aces Full Inc. DBA Mr. Wu's – SDCG Complaint # 25-02-85A Pages 67-69
- Brinton Hamm – SDCG Complaint #25-02-085B Pages 70-72
- Clark and Apex, LLC – SDCG Complaint 20-01-001 Pages 73-75
- Internet Sports International (ISI) – SDCG Complaint # 25-02-008 Pages 76-78

Licensing matters:

- Approval of New Key licenses. Pages 79-105
- Approval of New Business License. Pages 106-110
- Approval of Business license renewals. Pages 111-112

Exclusion list: Page 113

Removal of Pamela Potter – Obituary

Comments by Tim Stupka from OTB, LLC DBA Railbirds

Comments by DGA Executive Director George Milos.

Public Comments:

Approval of the next quarterly business meeting on Tuesday, September 16, 2025.

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

Adjournment.

SOUTH DAKOTA COMMISSION ON GAMING
Notice of Public Hearing to Adopt Rules

A public hearing will be held at the City Hall, 102 Sherman Street, Deadwood, South Dakota, on Tuesday, June 17, 2025, at 9:00 a.m., MT, to consider the adoption and amendment of proposed rules numbered:

HORSE RACING RULES: 20:04:27:12.; 20:04:27:14.

- (1) Proposed rule amendment: ARSD 20:04:27:12. Penalty for use of illegal substances.

This amendment incorporates the most recent version of the Association of Racing Commissioners International Uniform Clarification Guidelines for Foreign Substances and Recommend Penalties as applied to authorized drugs. It is not anticipated that this change will increase or decrease the current violation volume.

- (2) Proposed rule amendment: 20:04:27:14. Restrictions on use of authorized drugs.

This amendment incorporates the most recent version of the Association of Racing Commissioners International Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties as applied to authorized drugs. It is not anticipated that this change will increase or decrease the current violation volume.

Persons interested in presenting amendments, data, opinions, and arguments for or against the proposed rules may appear in-person at the hearing, or mail or e-mail them to South Dakota Commission on Gaming, 120 Industrial Drive, Suite 1, Spearfish, South Dakota, 57783 and mark.heltzel@state.sd.us. The deadline to submit any such written comments for consideration by the South Dakota Commission on Gaming is seventy-two hours before the date of the public hearing. After the written comment period, the South Dakota Commission on Gaming will consider all written and oral comments it receives on the proposed rules. The South Dakota Commission on Gaming may modify or amend a proposed rule at that time to include or exclude matters that are described in this notice.

For Persons with Disabilities: This hearing will be located at a physically accessible place. Please contact South Dakota Commission on Gaming at least 48 hours before the public hearing if you have special needs for which special arrangements can be made by calling 605-578-3074.

The text of the above-proposed rules are available on the South Dakota Administrative Rules website at: <http://rules.sd.gov/>. Copies of the proposed rules may be obtained without charge from:

South Dakota Commission on Gaming
120 Industrial Drive, Suite 1
Spearfish, South Dakota 57783
Telephone: (605) 578-3074

Published at the approximate cost of \$_____.

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 ~~18-019.0~~ dated ~~March, 2024~~ May, 2025, any of the following penalties may be imposed:

- (1) The purse for the race is redistributed;
- (2) A track record established by the horse in the race is declared void;
- (3) The trainer of the horse is fined up to five hundred dollars, is suspended, has the trainer's license revoked, or any combination of these penalties;
- (4) A horse which has had a positive test for an illegal substance or an illegal amount of substance may be 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.

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 18.019.0** dated ~~March, 2024~~ May, 2025. Copies of both documents may be obtained from the ARCI website at www.arci.com free of charge.

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 ~~18.0~~ 19.0 dated ~~March, 2024~~ May, 2025, 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. Failure to submit the report may subject the veterinarian and the trainer of the horse involved to disciplinary actions by the stewards or the commission;
- (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;
- (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

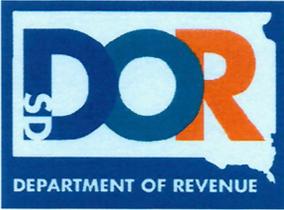
(7) Notice of use of furosemide or phenylbutazone must be given to the public.

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; 51 SDR 16, effective August 18, 2024.

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 ~~18-019.0~~ dated ~~March, 2024~~ May, 2025. Copies of both documents may be obtained from the ARCI website at www.arci.com free of charge.



SOUTH DAKOTA COMMISSION ON GAMING

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UNAPPROVED MINUTES

South Dakota Commission on Gaming Public Hearing on Proposed Rules and Quarterly Business Meeting

MINUTES

March 18, 2025

The quarterly business meeting was held via Zoom at 9:00 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; Mark Heltzel, 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 there were two changes to the agenda.

- 1) On page 2 under licensing matters to change Deadwood Badlands request to 606 Main Street instead of 608 Main Street.
- 2) On page 2 remove comments by Internet Sports International (ISI) from the agenda.

Commissioner Millage made a motion to adopt the agenda with the changes. Commissioner Hawley seconded the motion.

On a roll call vote motion carried.

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

Mark Heltzel requested a point of personal privilege and presented Chairman Karen Wagner with a plaque as her term will end before the June meeting. Thanked her for her years of service and everything that she has done for the Commission.

Proposed Rules

A demonstration of the game variations was provided by Matt Booth, representing Light and Wonder.

ARSD 20:18:15:30.20 Game Variation Double Down Madness with side bet push 22

Prior to action, Chairman Wagner provided an opportunity for public comment and no comment was offered.

Commissioner Hawley made a motion to adopt the proposed rules with LRC changes. Commissioner Goetz seconded the motion.

On a roll call vote motion carried.

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

ARSD 20:10:16:15.24 Game Variation Run'em Twice Poker with side bet Ultimate Pairs Bonus and 5 Card Bonus

Prior to action, Chairman Wagner provided an opportunity for public comment and no comment was offered.

Commissioner Millage made a motion to adopt the proposed rules with LRC changes. Vice Chairman Christianson seconded the motion.

On a roll call vote motion carried.

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

The hearing portion of the meeting was concluded at 9:23 a.m.

General Meeting

Chairman Wagner called the general meeting to order at 9:24 a.m.

December 10, 2024, Quarterly Meeting

Commissioner Hawley made a motion to adopt the minutes as drafted for the December 10, 2024, quarterly meeting. Commissioner Goetz seconded the motion.

On a roll call vote motion carried.

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

Old Business

Mark Heltzel, Executive Secretary addressed the commission on GLI standards from the December 10, 2024, meeting. Do we want to implement the standards as sections or incorporate the entire rule book as a whole and when to move forward on the process.

GLI 13 Standards for monitoring, control system and validation system

GLI 16 Standards for cashless wagering systems and technologies

GLI-GSF-1 Gaming information security and control audit

GLI-GSF-2 Gaming technical security assessment

Vice Chairman Christianson made a motion to direct staff to begin the process on adopting rules for the GLI standards as listed above. Commissioner Millage seconded the motion.

On a roll call vote motion carried.

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

Stipulation and Assurance of Voluntary Compliances

James Skalsky

A monetary penalty of \$125.00 to be paid not later than March 11, 2025, was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action. On February 5, 2025, the Defendant placed into service 5 slot machines that required video surveillance coverage before Commission approval violating ARSD 20:28:29:10. An informal consultation was held, and licensee agreed to the complaint and paid the fine.

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

On a roll call vote motion carried.

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

Deadwood Licensing Matters

Key License Approvals

Executive Secretary Heltzel recommended approval of the following:

- Matthew Wilson
- Brent Pritchett
- Daniel Cohen
- David Sambur
- Christina Allen
- Debra Nutton
- Maria Pinelli
- Craig Toner
- Cathy WIndau
- Ashley Hunter-Osterberg
- Germaine Garnier
- Gavin Woldt
- Francis Chesky III
- Enrico Drago
- Nicholas Khin
- Simon Zinger
- Neisha Luckman

Chairman Wagner made a motion to approve the Key licenses as staff recommended. Commissioner Hawley seconded the motion.

On a roll call vote motion carried.

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

2025 Key License Renewals

Executive Secretary Heltzel recommended approval of the following:

- Jesse Allen
- Ryan Comstock
- John Dominellii
- Michael Dominelli
- Chana Harjinder
- Preston Haynes
- Lori Keehn-Moore
- Harald Neumann
- William Stearns
- Jim Vinson

Commissioner Hawley made a motion to approve the Key License renewals as staff recommended. Commissioner Millage seconded the motion.

On a roll call vote motion carried.

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

Hub Key License Approval

Executive Secretary Heltzel recommended approval of the following:

- Ricky McKinney
- Timothy Stupka
- Eric Schofield
- Eric Ward

Commissioner Millage made a motion to approve the Hub Key Licenses as staff recommended. Vice Chairman Christianson seconded the motion.

On a roll call vote motion carried.

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

Business License Approvals

Executive Secretary Heltzel recommended approval of the following:

- Approval of OTB, LLC-DBA Railbirds for a Multi-Jurisdictional totalizator hub -Bond Amount

Decision on OTB, LLC-DBA Railbirds was deferred to Executive Session.

- Approval of Entain Holdings for a Sports Wagering Service Provider License

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

On a roll call vote motion carried.

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

- Approval to transfer Retail license 12134-RT for Deadwood Badlands from 614 Main Street to 606 Main Street.

Commissioner Millage made a motion to approve the Business license transfer as staff recommended. Vice Chairman Christianson seconded the motion.

On a roll call vote motion carried.

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

Exclusion List

Executive Secretary Heltzel recommended removal from the exclusion list for the following individuals as they have passed away:

- Mark Haddad
- Kandy Karuschak

Vice Chairman Christianson made a motion to remove the individuals from the exclusion list. Commissioner Hawley seconded the motion.

On a roll call vote motion carried.

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

Comments by Deadwood Gaming Association Executive Director George Milos

Mr. Milos stated that they appreciated that the commission was going forward on the cashless wagering rules, the bill for sports wagering statewide on the ballot was pulled but will be discussed with the industry this summer, and thanked Chairman Wagner for her years of service with the Commission.

Next Quarterly Commission Meeting

The next quarterly commission meeting is scheduled for June 17, 2025.

Public Comment

Shane Kramme with the Verendrye Benevolent Association stated that bill 1057 passed for the racing fund transfer so will be preparing for the upcoming race meet that has been approved for October 4th and 5th and will have a proposal ready for the June meeting. Thanked Chairman Wagner for her years of service.

Executive Session

Chairman Wagner made a motion to go into Executive Session. Vice Chairman Christianson seconded the motion.

At 10:01 a.m. the Commissioners went into Executive Session pursuant to SDCL 1-25-2.

The Executive Session was concluded at 10:29 a.m. with the following action taken.

Decision OTB-DBA Railbirds

Commissioner Hawley made a motion to approve the OTB-DBA Railbirds for a multi-jurisdictional hub license with a bond amount of one million dollars to be reviewed in a year. Commissioner Millage seconded the motion.

On a roll call vote motion carried.

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

Adjournment

With no further business to discuss Chairman Wagner made a motion to adjourn the meeting. Vice Chairman seconded the motion.

On a roll call vote motion carried.

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

The meeting was adjourned at 10:31 a.m.

Respectfully Submitted,

Kathy Beringer

Karen Wagner, Madam Chairman

Mark Heltzel, Executive Secretary



SOUTH DAKOTA COMMISSION ON GAMING

120 Industrial Drive Suite 1, Spearfish, SD 57783
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STATE OF SOUTH DAKOTA CONSULTING CONTRACT

AGREEMENT made and entered into this ___th day of June 2025, by and between South Dakota Commission on Gaming, a state agency of 120 Industrial Drive Suite 1, Spearfish, SD 57783 (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, 2025 and end on June 30, 2026 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 the 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: _____
Mark Heltzel
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

(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

2025
Fort Pierre, SD
Horse Racing
Condition Book &
Track Rules

Saturday, October 4 Sunday, October 5

Post Time 1:00 PM CST Both Days

Stanley County Fairgrounds
Fort Pierre, South Dakota
Verendrye Benevolent Assoc.
PO Box 426, Fort Pierre, South Dakota 57532

Entry Phone Numbers:
Melissa Cross (605) 280-1767
or (605) 295-4878

Entry Contact Info

Melissa Cross - (605) 280-1767

or (605) 295-4878

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 2025 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 2nd at 2:00 p.m. CDT at the Expo Center Meeting Room.

You **must** have your 2024 SD License in hand to be eligible for a 2025 license renewal or else it will be treated as a new application.

*Additional rules and modifications to existing VBA rules may be added to final copy of the 2025 VBA Condition Book at the discretion of the Executive Secretary of the SD Commission on Gaming.

Verendrye Benevolent Association Track Rules for 2025

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, 2025. 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 or 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, September 30th, 2025.

Verendrye Benevolent Association Track Rules (continued)

9. VBA will take entries for Saturday, October 4th on Tuesday, September 30th and entries for Sunday, October 5th on Wednesday, October 1st. 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 29th, 2025 at 10:00 AM CST. Prior to entry, all digital certificates are required to be assigned to: Fort Pierre Race Track.

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 2025 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 2025 SD Racing License to be in compliance with SDCG and VBA Track Rules. You must have your 2024 SD Racing License in order to be eligible for renewal in 2025 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. Respective of 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. The South Dakota Commission on Gaming rule ARSD 20:04:2713.13. 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, this rule will be followed.

2025 Fort Pierre Horse Racing Officials

General Manager:	Shane Kramme PO Box 426 Ft. Pierre, SD 57532 (605) 280-0213
Assistant Manager:	Scott Hoyt Harrold, SD (605) 220-1546
Racing Secretary:	Melissa Cross Pierre, SD (605) 295-4878
Presiding Steward:	Larry Eliason Pierre, SD
State Steward:	Brandon Snyder Spearfish, SD
Track Steward:	James Pettie Bottineau, ND
Starter:	Shane Kramme
Entries:	Melissa Cross (605) 295-4878 (605) 280-1767

Fort Pierre

Day 1
 Saturday, October 4, 2025
 Enter Thursday, October 2, 2025

*Thoroughbred Claiming***FIRST RACE**

- 1** Purse \$6,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs Older 128 lbs.
 CLAIMING PRICE \$5,000

FIVE FURLONGS*VBA Open QH Futurity
 Quarter Horse Futurity***SECOND RACE**

- 2** Purse \$15,000-Estimated (Includes 100% from Nominations) (Includes \$3,000 from SD Commission on Gaming Revolving Fund) (Includes \$4,000 from Verendrye Benevolent Association) For Two Year olds that Paid \$1,000 Nomination Fee Due at Time of Entry.
 Weight 128 lbs

TWO HUNDRED AND FIFTY YARDS*Thoroughbred Allowance
 Fillies & Mares***THIRD RACE**

- 3** Purse \$8,000 (Includes 100% from Nominations)(Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Fillies And Mares Three Years Old and Upward \$250 Pass The Box Fee Due at Time of Entry.

FIVE FURLONGS*SD Bred QH Futurity
 Quarter Horse Futurity
 Certified South Dakota Bred***FOURTH RACE**

- 4** Purse \$15,000-Estimated. For Two Year Olds that Paid \$500 Nomination Fee at Due at Time of Entry. Purse includes \$12,500 from SD Bred Fund and 100% of Nomination Fees

SD**TWO HUNDRED AND FIFTY YARDS***Thoroughbred Maiden Allowance***FIFTH RACE**

- 5** Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Maidens, Three Years Old and Upward.
 Three Year Olds 128 lbs Older 128 lbs.

FIVE FURLONGS*Governor's Feature
 Thoroughbred Allowance***SIXTH RACE**

- 6** Purse \$8,000. (Includes \$2,000 SD Bred Purse Fund)(Includes 100% from Nominations)(Includes \$2,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. High Weights Preferred by Earnings in 2024 & 2025.
 Three Year Olds 128 lbs Older 128 lbs

SIX AND ONE HALF FURLONGSOver
 ↓

Fort Pierre

Day 1
 Saturday, October 4, 2025
 Enter Thursday, October 2, 2025

*Quarter Horse Claiming***SUBSTITUTE RACE NO 1**

S1 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs Older 128 lbs.
 CLAIMING PRICE \$6,000

TWO HUNDRED AND FIFTY YARDS*Thoroughbred Claiming***SUBSTITUTE RACE NO 2**

S2 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward Non-Winners in 2025.
 Three Year Olds 128 lbs Older 28 lbs.
 CLAIMING PRICE \$5,000

SIX AND ONE HALF FURLONGS*Thoroughbred Allowance***SUBSTITUTE RACE NO 3**

S3 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward Non-Winners of Two Races in 2025.
 Three Year Olds 128 lbs Older 128 lbs.

FIVE FURLONGS*Thoroughbred Claiming***SUBSTITUTE RACE NO 4**

S4 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs Older 128 lbs.
 CLAIMING PRICE \$7,500

FIVE FURLONGS

Fort Pierre

Day 2
 Sunday, October 5, 2025
 Enter Friday, October 3, 2025

*Thoroughbred Claiming
 Fillies & Mares*

FIRST RACE

1 Purse \$6,000 (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Fillies And Mares Three Years Old and Upward.
 Three Year Olds 128 lbs Older 128 lbs
 CLAIMING PRICE \$5,000

FIVE FURLONGS

Thoroughbred Allowance

SECOND RACE

2 Purse \$6,500 (Includes 100% from Nominations)(Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$100 Pass The Box Fee Due at Time of Entry.
 Three Year Olds 128 lbs Older 128 lbs

FIVE FURLONGS

*SD Bred QH Derby
 Quarter Horse Stakes
 Certified South Dakota Bred*

THIRD RACE

3 Purse \$15,000-Estimated. (Includes \$12,500 SD Bred Purse Fund) (Includes 100% from Nominations) For Three Year Olds that Paid \$500 Nomination Fee Due at Time of Entry. Weight 128 lbs

SD

TWO HUNDRED AND FIFTY YARDS

Thoroughbred Allowance

FOURTH RACE

4 Purse \$6,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward NW3L.
 Three Year Olds 128 lbs Older 128 lbs

FIVE FURLONGS

Quarter Horse Allowance

FIFTH RACE

5 Purse \$3,000. (Includes 100% from Nominations)(Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry.
 Three Year Olds 128 lbs Older 128 lbs

TWO HUNDRED AND FIFTY YARDS

Thoroughbred Allowance

SIXTH RACE

6 Purse \$10,000. (Includes \$2,000 SD Bred Purse Fund)(Includes 100% from Nominations)(Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. High Weights Preferred by Money Earned in 2024 & 2025.
 Three Year Olds 128 lbs Older 128 lbs

ABOUT ONE MILE

Over ↓

Fort Pierre

Day 2

Sunday, October 5, 2025

Enter Friday, October 3, 2025

*Thoroughbred Claiming***SUBSTITUTE RACE NO 1**

S1 Purse \$5,000 (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs Older 128 lbs
 CLAIMING PRICE \$5,000

FIVE FURLONGS*Quarter Horse Maiden Allowance***SUBSTITUTE RACE NO 2**

S2 Purse \$5,000 (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Maidens, Three Years Old and Upward.
 Three Year Olds 128 lbs Older 128 lbs

TWO HUNDRED AND FIFTY YARDS*TB Hard Luck Allowance Race
Thoroughbred Allowance***SUBSTITUTE RACE NO 3**

S3 Purse \$3,000 (Includes \$1,500 from SD Commission on Gaming Revolving Fund)(Includes \$1,500 from Verendrye Benevolent Association) For Three Year Olds and Upward For Horses that Have Not Finished Better than 3rd in 2025 Excluding Maidens.
 Three Year Olds 128 lbs Older 128 lbs

FIVE FURLONGS*SD Bred QH Stakes
Quarter Horse Stakes
Certified South Dakota Bred***SUBSTITUTE RACE NO 4**

S4 Purse \$16,500-Estimated. (Includes \$12,500 SD Bred Purse Fund) (Includes 100% from Nominations) For Three Year Olds & Upward Certified SD Bred Horses That Paid The \$500 Nomination Fee Due at Time Of Entry This Race will Only be Considered If the SD Bred QH Derby does not fill.

TWO HUNDRED AND FIFTY YARDS*VBA Open QH Derby
Quarter Horse Stakes***SUBSTITUTE RACE NO 5**

S5 Purse \$12,000-Estimated. (Includes 100% from Nominations) (Includes \$2,000 from SD Commission on Gaming Revolving Fund) (Includes \$2,000 from Verendrye Benevolent Association) For Three Year Olds That Paid the \$1,000 Nomination Fee Due at Time of Entry.

TWO HUNDRED AND FIFTY YARDS

VERENDRYE BENEVOLENT ASSOCIATION
PO BOX 426
FORT PIERRE, SD 57532

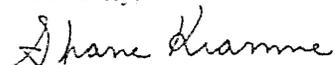
May 19th, 2025

The Verendrye Benevolent Association (VBA) formally submits our 2025 Funding Request to the South Dakota Commission on Gaming in good faith and sincerity. All funding requested and ultimately received will be utilized in conjunction with other funds secured and provided by the VBA, as well as other offers of support to host our 77th year of Fort Pierre Horse Racing at the Stanley County Fairgrounds on October 4th and 5th, 2025.

The VBA looks forward with cautious optimism and excitement to this annual agri-tourism event as we fully understand the benefits that a safe and well managed live racing event provides for our agricultural producers, tourism industry, community and many others, both directly and indirectly.

Furthermore the VBA would like to thank the SDCG and Executive Secretary Heltzel for their past diligence and considerations, which has allowed VBA – Fort Pierre Horse Racing to remain viable.

Sincerely,



Shane Kramme
Verendrye Benevolent Association
General Manager
Vice President

**VERENDRYE BENEVOLENT ASSOCIATION
2025 FORT PIERRE HORSE RACING
Track Operations Budget**

<u>Insurance-</u>	
Jockey Insurance -	\$28,900.00
Exercise Rider -	\$ 1,200.00
Events Cancellation -	\$ 1,375.00
<u>Labor</u>	
Track Management -	\$ 1,500.00
Racing Secretary -	\$ 3,000.00
Horsemen's Book Keeper -	\$ 4,000.00
Accounts Manager -	\$ 4,000.00
Money Manager -	600.00
Track Maintenance -	\$ 500.00
Stall Manager -	\$ 1,000.00
Identifier -	\$ 600.00
Starter and Gate Crew-	\$ 4,000.00
Clerk of Scales -	\$ 600.00
Outriders (2) -	\$ 1,200.00
Track Veterinarian -	\$ 1,000.00
Track Announcer (2)	\$ 1,200.00
Track Steward -	\$ 900.00
Parimutuel Manager -	\$ 1,000.00
Money Room Manager -	\$ 1,000.00
Parimutuel Tellers (10) -	\$ 3,000.00
Program Sales -	\$ 300.00
Admission Sales -	\$ 300.00
Janitorial -	\$ 400.00
<u>Services</u>	
Timer, Tote and Video -	\$ 5,800.00
Ambulance Standby -	\$ 1,900.00
Racing Entry Support -	\$ 1,000.00
Track Repairs -	\$ 500.00
Condition Book Production -	\$ 600.00
Racing Program Production -	\$ 3,500.00
<u>Security</u>	
Money Room -	\$ 900.00
Paddock Gate -	\$ 300.00
Backside -	\$ 500.00
<u>Rentals and Lease</u>	
Stanley County Fairgrounds -	\$ 3,000.00
Expo Center Meeting Room -	\$ 400.00
Copier -	\$ 200.00
Total VBA-FPHR Track Operations Expense -	\$ 79,575.00
Total amount requested from the SD Revolving Fund	\$ 50,000.00

**VERENDRYE BENEVOLENT ASSOCIATION
2025 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$28,500.00 be drawn from the South Dakota Race Revolving Fund and allocated to the VBA. Once received, these funds will be placed in the VBA Horsemen's Account and utilized as guaranteed purse structure for "Open" Races at 2025 VBA – Fort Pierre Horse Racing.

Total request amount = \$28,500.00

**VERENDRYE BENEVOLENT ASSOCIATION
2025 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$25,000.00 be drawn from the **South Dakota Bred Fund** and allocated to the VBA. Once received, these funds will be placed in the VBA Horsemen's Account and will be utilized as guaranteed purse structure to conduct specific SD Bred Races at 2025 VBA – Fort Pierre Horse Racing. These intended races include the SD Bred QH Futurity, SD Bred QH Derby or the SD Bred QH Stakes in the event that it is used as an alternate option. These two proposed races would utilize \$12,500.00 each in SD Bred Funds as guaranteed purse structure. In the event that any of these individual races are not viable, any and all unused funding will be returned to the SDCG so it can be returned to the SD Bred Fund for later requisition.

Total request amount = \$25,000.00

VERENDRYE BENEVOLENT ASSOCIATION
2025 Fort Pierre Horse Racing Funding Request

The Verendrye Benevolent Association formally requests that \$4,000.00 be drawn from the South Dakota Bred Fund and allocated to the VBA. Once received, these funds will be placed in the VBA Horsemen's Account and utilized as guaranteed purse structure for "Open" races at 2025 VBA – Fort Pierre Horse Racing. These requested funds are considered a portion of the allowed 25% utilized allocation from the SD Bred Fund, which are allowed to be used as purse structure for "Open" races. Any funds that are unable to be expended will be returned to the SDCG so they can be returned to the SD Bred Fund for later requisition.

Total request amount = \$4,000.00

**VERENDRYE BENEVOLENT ASSOCIATION
2025 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$2,000.00 from the South Dakota Bred Fund be earmarked as requested funding. One half (50 percent) of these funds will be utilized to compensate qualified owners of certified SD Bred horses which have competed in an "Open" race at 2025 VBA-FPHR, through the SD Bred Points System. The remaining 50 percent of these funds will be utilized to compensate qualified Breeders of certified SD Bred equine as 5% of total purse earnings acquired for winning a specific SD Bred race.

Total amount to be earmarked = \$2,000.00

VERENDRYE BENEVOLENT ASSOCIATION
2025 Fort Pierre Horse Racing Funding Request Totals

SD Race Revolving Fund:

Track Operations Expense -	\$50,000.00
“Open” race purse structure -	\$28,500.00
Total amount of funding requested from the SD Race Revolving Fund:	<u>\$78,500.00</u>

SD Bred Fund:

Specific SD Bred race purse structure (2 races). -	\$25,000.00
Allowed as 25% of utilized SD Bred Funds - to be used as “Open” race purse structur.	\$4,000.00
Total amount of funding requested form the SD Bred Fund:	<u>\$29,000.00</u>

Total amount of funds earmarked from the SD Bred Fund for later requisition:	<u>\$2,000.00</u>
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Total amount of 2025 VBA Funding Request:	<u>\$109,500.00</u>
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SOUTH DAKOTA COMMISSION ON GAMING

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

RESOLUTION NUMBER 06-25-01

The South Dakota Commission on Gaming hereby makes the following allocations for purse supplements and racing operations to the Verendrye Benevolent Association for the 2025 live horse racing season:

From the South Dakota Bred Racing Fund:

\$25,000.00 for purses for races that are restricted to South Dakota Bred horses including stakes races;

\$4,000.00 for purses for open races

\$500.00 per racing day from the South Dakota Bred Racing Fund, not to exceed a maximum of \$1,000.00 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

\$500.00 per racing day from the South Dakota Bred Racing Fund, not to exceed a maximum of \$1,000.00, 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:

\$50,000.00 from for racing operations

\$28,500.00 from Special Racing Revolving Fund for purses

\$7,500 from the Special Racing Revolving Fund for Jockey Bonus.

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 2026 race season's allocation.

The Executive Secretary is authorized to withhold \$ 4,500.00 from the distribution of the \$50,000.00 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 2025 racing season.

**VERENDRYE BENEVOLENT ASSOCIATION
2025 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that a \$500.00 Jockey Bonus be paid to each qualifying jockey that successfully completes the requirements of the Jockey Bonus Incentive Program set forth by the Presiding Steward at 2025 VBA – FPHR. The Presiding Steward shall prepare a final list of eligible recipients, which shall be presented to the VBA as verification for reimbursement at the conclusion of the live racing event with requested funds derived from the **SD Race Revolving Fund**.



SOUTH DAKOTA COMMISSION ON GAMING

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

RESOLUTION NUMBER 06-25-02

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 2025 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.

Document Workflow ID: E6E32753-0951-405E-AC4E-27337E4D3A708



STANDBY SERVICES PURCHASE ORDER

Customer: Veterans Benevolent Association Truck Operations East Point Chapter
AMR Company: American Medical Response Ambulance Service, Inc.
Event or Event: East Point Home Base
Location: 310 Carey Mills St East Point, SD 57532
Date of Event or Event: (a) see attached Schedule At: Saturday October 17 th 2023 and Sunday October 18 th 2023
Start Time (or see attached Schedule At): 12:00
End Time (or see attached Schedule At): 18:30
Customer and AMR agree as follows:
<ol style="list-style-type: none"> AMR will provide the medical transport services ("Services") set forth below to Customer on these terms and conditions for the Event. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the medical transportation services industry. Customer shall allow AMR to tour the Event area prior to the Event in order to determine the appropriate location for AMR personnel and vehicles to be positioned during the Event. The Customer will pay AMR the amount set forth below for the Services. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per month. Additional Services will be charged at the rates set forth below. Either party may terminate this agreement with forty-eight (48) hours written notice to the other party. Termination of this agreement shall not relieve Customer of any charges for Services already incurred or any applicable event cancellation fee (as set forth below) already incurred. AMR shall be solely entitled to bill and/or invoice patients, employees, event performers or other patients requiring medical transportation, and any responsible third party, including workers' compensation carriers, for medical transport that may result from the Services. AMR shall be solely entitled to all collections resulting from such billing. AMR reserves the right to utilize its Event personnel and vehicles to respond to a disaster or catastrophe. The Customer will not be charged for any time that AMR resources are diverted to a disaster or catastrophe. AMR represents that it has comprehensive available insurance, comprehensive general liability insurance and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts. Each party will indemnify and hold the other party harmless from and against any liability, claims or damages, including attorney's fees, resulting from or alleged to result from any negligence or willful or intentional misconduct of the indemnifying party. Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-Kickback Statute. AMR has made available to the Customer a copy of its Code of Conduct, Anti-Kickback policies and other compliance policies, as may be changed from time to time, at AMR's website, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit such persons to order or provide services hereunder. This Agreement: (a) shall be interpreted and enforced in accordance with the laws of the state where the Event takes place; (b) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; and (c) may be amended only by written instrument executed by both parties.

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Confidential and Proprietary

Sent from my iPhone



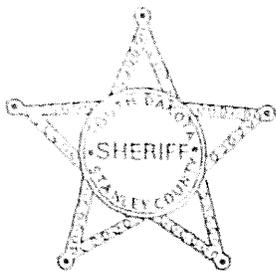
SOUTH DAKOTA COMMISSION ON GAMING

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

RESOLUTION 6-25-03

Section 1. The Verendrye Benevolent Association shall 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 for in the amount \$25,000.00 for 2025. The Executive Secretary and Commissions Legal Counsel will have signatory authority on the account for the South Dakota Commission on Gaming.



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

April 16, 2025

Bradley J. Rathbun
Sheriff

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 4, 2025, and October 5, 2025, at the Stanley County Fairgrounds in Fort Pierre, SD. Security will be provided for approximately 8 hours on each of the scheduled race days stated with compensation 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.

A handwritten signature in cursive script, appearing to read "Bradley J. Rathbun", followed by a horizontal line.

Sincerely,

Bradley J Rathbun
Stanley County Sheriff
08 East 2nd Avenue
Fort Pierre, SD 57532
PH: (605) 223-7792
FX: (605) 223-7794

LEASE AND AGREEMENT

THIS INDENTURE made this 23rd day of May, 2025, 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. 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 29, 2025 through October 6, 2025 (8 days).

The Lessee agrees to pay as rent for the above-mentioned premises the sum of Three Thousand Dollars (\$3,000.00).

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 29-October 6, 2025). 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 as they were when the lease began, and shall perform said maintenance and repairs in a prompt and orderly manner.

IT IS FURTHER UNDERSTOOD AND AGREED that any additions or modifications of existing facilities must first be approved by the Stanley County Fairgrounds Manager.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee shall pay for all utilities and City charges incurred through the use of the facilities by the Lessee, or sub-lessees.

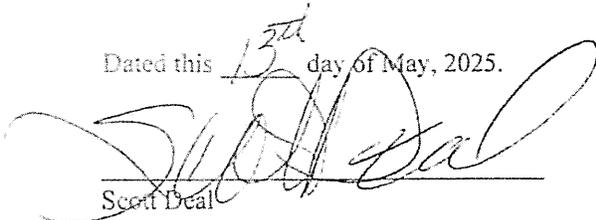
IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee is responsible for maintaining the security necessary to maintain and protect the facilities located on the Fairgrounds, and shall take the necessary steps to prevent vandalism, malicious damage, and all other damages and breakage not normally associated with wear and tear on the facilities.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee shall, during the period of this Lease, and any extensions thereof, secure and keep in force so much insurance as the Lessee may deem necessary to protect the Lessor and their agents from actions for negligence, but shall maintain not less than \$1,000,000 general liability insurance, which includes liquor liability, naming Stanley County, South Dakota, as an additional insured, and shall hold the Lessor harmless in the event of such an action occurring while the Fairgrounds' facilities are subject to the terms of this Lease.

IT IS FURTHER UNDERSTOOD AND AGREED that the lease be terminated, if for some unforeseen circumstance the horse races do not occur.

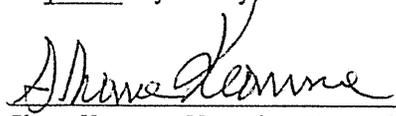
IN WITNESS WHEREOF both parties have hereunto set their hands and seals the day and year first above written.

Dated this 13th day of May, 2025.



Scott Deal
Stanley County Fairgrounds Manager

Dated this 13th day of May, 2025.



Shane Kramme, Verendrye Benevolent
Association Track Manager

**SOUTH DAKOTA COMMISSION ON GAMING**

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

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**

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

To: Commissioners

FROM: Mark Heltzel, Executive Secretary

DATE: June 17, 2025

SUBJECT: Approval 2025 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 Etzkorn

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

Accounts Manager - Pam Sinkey

Asst. Accounts Manager - Shaun Leafgrean

Jockey Room Custodian – David Kramme

Timer-Tony Harris

Track Maintenance - Younger Kramme

VBA Track Steward – James Pettie

Outriders - Guy Kinsella and Kade Kinsella

Track Veterinarian – Murray Ketteler, DVM

**2025 VBA- FPHR Officials
Exhibit A**

General Manager -	Shane Kramme
Asst. General Manager -	Scott Hoyt
Racing Secretary -	Melissa Cross
Secretary Assistant -	Sue Bourk
Horsemen's Book Keeper -	Kacee Etzkorn
Clerk of Scales -	David Kramme
Starter -	Shane Kramme
Assistant Starter -	Scott Hoyt
Identifier – Paddock Judge -	Jerry Duncan
Parimutuel Manager -	Linda Brown
Money Room Manager -	Kristi Severson
Accounts Manager -	Pam Sinkey
Asst. Accounts Manager -	Shaun Leafgrean
Track Maintenance -	Younger Kramme
Outriders -	Guy Kinsella and Kade Kinsella
Track Steward -	James Pettie
Track Announcer -	Robert “Bubby” Haar
Asst. Announcer -	Kolt Hughes
Track Veterinarian -	Murray Ketteler, DVM
Kitchen Manager -	Dawn Kramme



SOUTH DAKOTA COMMISSION ON GAMING

120 Industrial Drive, Suite 1 • Spearfish, SD 57783
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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**

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

TO: Commissioners

FROM: Mark Heltzel, Executive Secretary

DATE: June 17, 2025

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 2025 racing season:

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



SOUTH DAKOTA COMMISSION ON GAMING

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

STATE OF SOUTH DAKOTA CONSULTING CONTRACT

Agreement made and entered into this ___th day of June, 2025, by and between the South Dakota Commission on Gaming, a state agency, of 120 Industrial Drive, Suite 1, Spearfish, South Dakota, 57783 (the "State") and Roger D. Cooper - DVM, 39224 133rd Street, Aberdeen, South Dakota, 57401 phone number (605) 228-4082 (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, 2025 and end on December 31, 2025 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 \$22,050.00. 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 the 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: _____
 Mark Heltzel
 Executive Secretary
 South Dakota Commission on Gaming

BY: _____
 Roger D. Cooper, DVM

 (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.

Roder D. Cooper 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 4, 2025 through October 5, 2025, Roger D. Cooper 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

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

STATE OF SOUTH DAKOTA CONSULTING CONTRACT

AGREEMENT made and entered into this _____TH of June 2025, by and between South Dakota Commission on Gaming, a state agency, of 120 Industrial Drive Suite 1, Spearfish, South Dakota 57783 (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.**
- 2. The consultant's services under this Agreement shall commence on October 1, 2025 and end on December 31, 2025 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 \$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.

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 the 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: _____
Mark Heltzel
 Executive Secretary
 South Dakota Commission on Gaming

BY: _____
Jeanne B. Mahoney
 President/Director
 Center for Tox Services

 (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 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

The consultant will provide official laboratory testing services for the South Dakota Commission on Gaming for the 2025 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 of instrumental screening and, if required, ELISA screening per 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 Tax 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 that 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
- 6-ounce sterile, leak-proof, tamper-evident plastic specimen containers for split samples
- 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
- At least 3 ice packs per shipping container

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



SOUTH DAKOTA COMMISSION ON GAMING

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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 4, 2025 and from 12:00 noon until 6:00 PM (CDT) on Sunday, October 5, 2025.

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 (\$1,200.00) for the cost of providing these additional laws enforcement services.

Dated the _____ day of _____ 2025

Brad Rathbun
Sheriff
Stanley County

Mark Heltzel
Executive Secretary
S.D. Commission on Gaming

Mike Houdyshell
Secretary
Department of Revenue

**SOUTH DAKOTA COMMISSION ON GAMING**

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To: Commissioners and Doug Abraham
From: Mark Heltzel, Executive Secretary
Subject: Stipulation and Assurance of Voluntary Compliance for Aces Full Inc.
SDCG license # 11577-RT, SDCG complaint # 24-12-085A

Per ARSD 20:18:10:03 an informal consultation was held on May 27, 2025, to resolve the violation alleged in the Initial Complaint filed by Enforcement Agent Jarle Randall on February 20, 2025. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant failed to place a patron on their self-exclusion plan, violating ARSD 20:18:12.01:26

A review of the incident and the defendant's response was reviewed. Based on that information, the licensee was fined \$5000.00 and licensee agreed to return \$3450.00 to the affected patron. The licensee paid the fine on May 28, 2025.

Staff is recommending that the Commission accept the stipulation and Assurance of Voluntary Compliance.



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SOUTH DAKOTA COMMISSION
 ON GAMING,

PLAINTIFF

STIPULATION AND ASSURANCE

VS.

OF VOLUNTARY COMPLIANCE

Aces Full Inc.
 SDCG License #11577-RT
 SDCG Complaint #24-12-085A

DEFENDANT

RECITALS

A complaint was filed against the Defendant on February 20, 2025, by Jarle Randall, an Enforcement Agent of the South Dakota Commission on Gaming.

The parties wish to resolve the complaint by a Stipulation of Assurance and Voluntary Compliance.

An Informal Consultation was held between the Executive Secretary and the Defendant on May 27, 2025.

I

The complaint filed on February 20, 2025, alleged that the Defendant engaged in conduct constituting grounds for disciplinary action by failing to place a patron on a self-exclusion plan.

II

The Defendant answered the complaint on or about February 27, 2025. The Defendant's answer admitted to the conduct alleged in the Initial Complaint.

III

The Executive Secretary imposes a monetary penalty of five thousand dollars (\$5000.00). The fine is to be paid no later than 5:00 pm MDT on June 2, 2025. The licensee agrees to return three thousand four hundred fifty dollars to the affected patron. Defendant and SDCG stipulate that such addresses the complete restitution for the violations addressed by this Stipulation and Assurance of Voluntary Compliance. Please remit the penalty payment to:

South Dakota Commission on Gaming
120 Industrial Drive, Suite 1
Spearfish, SD 57783

IV

The Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance will be made a public record.

V

Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance is subject to the approval of the South Dakota Commission on Gaming and that execution of this document does not prohibit the Commission from re-opening this matter for further investigation, which could lead to an administrative hearing before the Commission and further disciplinary action against the Defendant.

DATED at Deadwood, South Dakota, on the XX day of May 2025.



Mark Heltzel
Executive Secretary
South Dakota Commission on Gaming



Aces Full, Inc.
Representative
Bart Hamm

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To: Commissioners and Doug Abraham
From: Mark Heltzel, Executive Secretary
Subject: Stipulation and Assurance of Voluntary Compliance for Brinton Hamm
SDCG license # 11407-SP, SDCG complaint # 24-12-085B

Per ARSD 20:18:10:03 an informal consultation was held on April 23, 2025, to resolve the violation alleged in the Initial Complaint filed by Enforcement Agent Jarle Randall on February 20, 2025. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant failed to place a patron on their self-exclusion plan, violating ARSD 20:18:12.01:26

A review of the incident, the defendant's response was reviewed. Based on that information, the licensee was fined \$250.00 and their gaming license was suspended for 2 days. The licensee paid the fine on April 25, 2025, and turned in their gaming license from April 23, 2025, to April 25, 2025.

Staff is recommending that the Commission accept the stipulation and Assurance of Voluntary Compliance.



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SOUTH DAKOTA COMMISSION
 ON GAMING,

PLAINTIFF

STIPULATION AND ASSURANCE

VS.

OF VOLUNTARY COMPLIANCE

Brinton Hamm
 SDCG License #11407-SP
 SDCG Complaint #24-12-085B

DEFENDANT

RECITALS

A complaint was filed against the Defendant on February 20, 2025, by Jarle Randall, an Enforcement Agent of the South Dakota Commission on Gaming.

The parties wish to resolve the complaint by a Stipulation of Assurance and Voluntary Compliance.

An Informal Consultation was held between the Executive Secretary and the Defendant on April 23, 2025.

I

The complaint filed on February 20, 2025, alleged that the Defendant engaged in conduct constituting grounds for disciplinary action by failing to place a patron on a self-exclusion plan, a violation of ARSD 20:18:12.01:26

II

The Defendant answered the complaint on or about March 5, 2025. The Defendant's answer admitted to the conduct alleged in the Initial Complaint.

III

The Executive Secretary imposes a monetary penalty of two hundred and fifty dollars (\$250.00) and suspends your support license for 2 days. The fine is to be paid no later than 5:00 pm MDT on April 30, 2025. Your support license will be turned into the SDCG office on April ~~23~~²⁵ by 10 a.m. and can be picked up on April ~~25~~³⁰ after 10 a.m. Please remit the penalty payment to:

South Dakota Commission on Gaming
120 Industrial Drive, Suite 1
Spearfish, SD 57783

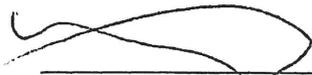
IV

The Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance will be made a public record.

V

Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance is subject to the approval of the South Dakota Commission on Gaming and that execution of this document does not prohibit the Commission from re-opening this matter for further investigation, which could lead to an administrative hearing before the Commission and further disciplinary action against the Defendant.

DATED at Deadwood, South Dakota, on the 23rd day of April 2025.



Mark Heltzel
Executive Secretary
South Dakota Commission on Gaming



Brinton Hamm

**SOUTH DAKOTA COMMISSION ON GAMING**

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To: Commissioners and Doug Abraham
From: Mark Heltzel, Executive Secretary
Subject: Stipulation and Assurance of Voluntary Compliance for Clark & Apex, LLC
SDCG license # 12150-OP, SDCG complaint # 25-01-001

Per ARSD 20:18:10:03 an informal consultation was held on April 22, 2025, to resolve the violation alleged in the Initial Complaint filed by Enforcement Agent Nick Allender on February 20, 2025. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant did not have licensed employee's on premises while gaming was being operated, violating ARSD 20:18:12.01:16 and SDCL 42-7B-40.

A review of the incident, the defendant's response, and prior complaints with similar violations were reviewed. Based on that information, the licensee was fined \$750.00. Licensee paid the fine on April 30, 2025.

Staff is recommending that the Commission accept the stipulation and Assurance of Voluntary Compliance.



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SOUTH DAKOTA COMMISSION
ON GAMING,

PLAINTIFF

STIPULATION AND ASSURANCE

VS.

OF VOLUNTARY COMPLIANCE

Clark & Apex, LLC
SDCG License #12150-OP
SDCG Complaint #25-01-001

DEFENDANT

RECITALS

A complaint was filed against the Defendant on February 20, 2025, by Nick Allender, an Enforcement Agent of the South Dakota Commission on Gaming.

The parties wish to resolve the complaint by a Stipulation of Assurance and Voluntary Compliance.

An Informal Consultation was held between the Executive Secretary and the Defendant on April 22, 2025.

I

The complaint filed on February 20, 2025, alleged that the Defendant engaged in conduct constituting grounds for disciplinary action by not having a licensed employee on the premises while gaming was being operated.

II

The Defendant answered the complaint on or about March 6, 2025. The Defendant's answer admitted to the conduct alleged in the Initial Complaint.

III

On January 1, 2025, for a short time in the early morning hours, Clark & Apex operated a gaming establishment without having licensed employees on the premises, due to their licenses expiring at midnight on December 31, 2024. This is a violation of SDCL 42-7B-40 and ARSD 20:18:12.01:16.

The Executive Secretary imposes a monetary penalty of Seven Hundred Fifty dollars (\$750.00) to be paid no later than 5:00 pm MDT on April 30, 2025. Please remit the penalty payment to:

South Dakota Commission on Gaming
120 Industrial Drive, Suite 1
Spearfish, SD 57783

IV

The Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance will be made a public record.

V

Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance is subject to the approval of the South Dakota Commission on Gaming and that execution of this document does not prohibit the Commission from re-opening this matter for further investigation, which could lead to an administrative hearing before the Commission and further disciplinary action against the Defendant.

DATED at Deadwood, South Dakota, on the 22nd day of April 2025.



Mark Heltzel
Executive Secretary
South Dakota Commission on Gaming



Kurt Fjelland
Clark & Apex representative

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To: Commissioners and Doug Abraham
From: Mark Heltzel, Executive Secretary
Subject: Stipulation and Assurance of Voluntary Compliance for
Internet Sports International, Ltd - ISI
SDCG license # 12253-SW, SDCG complaint # 25-02-008

Per ARSD 20:18:10:03 an informal consultation was held on May 1, 2025, to resolve the violation alleged in the Initial Complaint filed by Sports Wagering Auditor Bob Greco on February 20, 2025. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant failed to have an annual integrity and risk assessment completed in calendar year 2024, violating ARSD 20:18:35:01.06

A review of the incident and the defendant's response was reviewed. Based on that information, the licensee was fined \$11,500.00. The licensee paid the fine on June 3, 2025.

Staff is recommending that the Commission accept the stipulation and Assurance of Voluntary Compliance.



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SOUTH DAKOTA COMMISSION
ON GAMING,

PLAINTIFF

STIPULATION AND ASSURANCE

VS.

OF VOLUNTARY COMPLIANCE

Internet Sports International, Ltd. - ISI
SDCG License #12253-SW
SDCG Complaint #25-02-008

DEFENDANT

RECITALS

A complaint was filed against the Defendant on February 20, 2025, by Bob Greco, a Sports Wagering auditor with the South Dakota Commission on Gaming.

The parties wish to resolve the complaint by a Stipulation of Assurance and Voluntary Compliance.

An Informal Consultation was held between the Executive Secretary and the Defendant on May 1, 2025.

I

The complaint filed on February 20, 2025, alleged that the Defendant engaged in conduct constituting grounds for disciplinary action by not completing an annual integrity and risk assessment in calendar year 2024, a violation of ARSD 20:18:35:01.06.

II

The Defendant answered the complaint on or about March 14, 2025. The Defendant's answer admitted to the conduct alleged in the Initial Complaint.

III



The Executive Secretary imposes a monetary penalty of Eleven Thousand Five Hundred Dollars **(\$11,500.00)** to be **paid no later than 5:00 pm MDT on June 3, 2025**. Please remit the penalty payment to:

South Dakota Commission on Gaming
120 Industrial Drive, Suite 1
Spearfish, SD 57783

IV

The Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance will be made a public record.

V

Defendant recognizes that this Stipulation of Assurance and Voluntary Compliance is subject to the approval of the South Dakota Commission on Gaming and that execution of this document does not prohibit the Commission from re-opening this matter for further investigation, which could lead to an administrative hearing before the Commission and further disciplinary action against the Defendant.

DATED at Spearfish, South Dakota, on the 27th day of May 2025.



Mark Heltzel,
Executive Secretary
South Dakota Commission on Gaming

DocuSigned by:
Ernest Matthews IV
670754FE4451489...

Ernest Matthews
Vice President
ISI, LTD.

5/29/2025

**Licensing Matters for the June 17th, 2025
Commission Meeting**

Key License Approvals: (pages 79–105)

Jeff Girard	Angela Miller	Michael Dowty
Aimee Miller	Oliver Chow	John Steely
Jeffrey Hook	Kurt Sullivan	Jacqueline Sarcinelli
Hiroshi Matsumoto	Chad Boynak	Benjamin Winston
Michael Marchetti	Anne Tucker	Jehad Attiyah
Husam Attiyah	Jolene Krajnik	Michael Costanzo
Russell Harper	Gil Rotem	James Gwynn
Lori Plew	Jason Rood	Craig Sasamura
Robert Smith Jr.	William Walkowski	

Business License (new): (pages 106-110)

Passport Technology USA, Inc. – for an Associated Equipment license.

BetWorks, Inc. - for a Sports Wagering Service Provider's license.

SGL, LLC – for a Gaming Property Owner’s license.

Hospitality Management, LLC – for a Gaming Property Owner's license.

Deadwood Gaming, Inc. – for an Operator and 5 Retail licenses to be assigned at Deadwood Gulch Resort.

Business License (renewal):

Please see the attached 2-page Business license renewal sheets on [pages 111 and 112](#)



SOUTH DAKOTA COMMISSION ON GAMING

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MEMORANDUM

DATE: 03/16/2025
TO: South Dakota Commission on Gaming
FROM: Jarle Randall
SUBJECT: Jeff Bernard Girard Jr.
LIC. #: 14455-24-KY

The applicant is currently working at The Deadwood Mountain Grand Casino and has been since July of 2024. The applicant's current position is blackjack dealer. The applicant has been working as a blackjack dealer in the Deadwood area since July of 2023.

Concerns: None

Recommendation: Approval

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MEMORANDUM

DATE: March 29, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Jolene Wynell Krajnik

Jolene Krajnik is presently employed as the Front Desk Supervisor at the Franklin Hotel in Deadwood, SD. Krajnik has worked for the Silverado Franklin since 2021 and currently holds a Support License with the South Dakota Commission on Gaming (SDCG). Krajnik is applying for this licensure at her employer's request.

Krajnik received her Support license from the SDCG in February of 2021 and has had no disciplinary actions since receiving that license. She has never held a gaming license in any other gaming jurisdiction.

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: 4/07/2025
TO: South Dakota Commission on Gaming
FROM: Jarle Randall
SUBJECT: Aimee Miller
LIC. #: 14498-24-KY

The applicant is currently working for the Lawrence County Planning and Zoning Office. She has been at this office since June of 2023. The applicant has held a support license since February of 2022. The applicant applied for a Key License and the application was received November 2024. The applicant had previously worked at Cadillac Jack's in accounts payable. The applicant has also worked at First Gold, also in accounts payable. The applicant has had no derogatory actions taken on her license.

Concerns: None

Recommendation: Approval



April 14, 2025

MEMORANDUM

DATE: 04/14/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Jeffrey Hook/14602-25-KY

Name of Gaming Business associated with:

The applicant is seeking licensure because he is currently an Executive Vice President, Secretary, and Chief Operating Officer for Seminole HR Holdings and its related entities. He has worked for Seminole Gaming or Hard Rock since 2008 and has served as a senior vice president in marketing and business development, and as chief marketing officer.

Seminole Hard Rock Entertainment, Inc is a licensed operator in South Dakota and has been since 2024.

Past Employment:

The applicant has over 29 years of experience in the gaming industry including positions at MGM, Boyd Gaming and Harrah's Entertainment. He worked for Harrah's Entertainment where he was a property marketing manager and later the Division Vice President of Marketing. He was Regional VP of Marketing for MGM at their Beau Rivage and Gold Strike properties in Mississippi.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Jeffery Hook be approved as a Key Licensee for his position with Seminole Hard Rock Entertainment Inc.



SOUTH DAKOTA COMMISSION ON GAMING

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MEMORANDUM

DATE: April 14th, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Hiroshi Matsumoto / 14065-24-KY**

Applicant Summary:

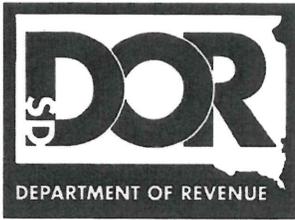
Applicant is seeking licensure due to his position as President of Gaming Partners International USA, Inc (GPI USA, Inc) DBA Angel playing cards. GPI USA, Inc has been established since September of 1963 and joined the Angel Group in May of 2019. Products, such as chips, dice, and cards are produced in Mexico and distributed in the Americas. The applicant has been with Angel Group Co., Ltd since April of 2019 and has been with GPI USA, Inc since January of 2020.

GPI USA, Inc has been licensed in South Dakota since April of 2019.

Concerns: None

Recommendations:

It is recommended that Hiroshi Matsumoto be approved for a key license in South Dakota.



SOUTH DAKOTA COMMISSION ON GAMING

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MEMORANDUM

DATE: 4/16/2025
TO: South Dakota Commission on Gaming
FROM: Jarle Randall
SUBJECT: Angela Lynn Miller
LIC. #: 14595-25-KY

The applicant is currently working for First Gold Casino the Players Club Manager. The applicant has been with First Gold since October 2024. The applicant has had a support license since May 2023. The applicant previously worked for Cadillac Jack's Casino as an AP Clerk. The applicant has had no derogatory actions taken on her license.

Concerns: None

Recommendation: Approval

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: April 17th, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Oliver Chow / 14085-24-KY**

Name of Gaming Business Associated With:

The applicant is seeking licensure because he is currently the EVP, CFO and Treasurer for Light and Wonder, INC. The applicant has been with the company since October of 2022. Light and Wonder, INC has been licensed in South Dakota since 1996.

Concerns:

None

Recommendations:

It is recommended that Oliver Chow be **approved** for a key license in South Dakota. No derogatory information was discovered during this background investigation that would prevent the applicant from obtaining a license.



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May 6, 2025

MEMORANDUM

DATE: 05/06/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Kurt Douglas Sullivan/14439-24-KY

Name of Gaming Business associated with:

Applicant is the owner and President Consultant at Sullivan Payments Consulting, Inc. and has been since 2014. He also is the Co-founder of Passport Technology Inc. and was the Chief Operating Officer. He stepped down when the company merged with ASAI, but still works with and is a director. The applicant's trust owns 5.86% of Passport Technology Inc.

Past Employment:

Applicant was a Senior Vice President at Global Cash Access from 2000 to 2014. He was a Casino Games Operation Manager for Park Place Entertainment from 1998 to 2000. Prior to that he worked for MGM Resorts International as a Senior Vice President and General Manager, he was employed there from 1978 to 1998.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Kurt Sullivan be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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May 7, 2025

MEMORANDUM

DATE: 05/07/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Chad Steven Boynak/14438-24-KY

Name of Gaming Business associated with:

Chad is currently the Chief Operating Officer and Chief Financial Officer for Passport Technology and has been there since 2023.

Past Employment:

Applicant worked for Edgewater Casino in Vancouver, BC Canada from 2013 to 2017 as the Chief Financial Officer. He was transferred to Parq Vancouver as Chief Financial Officer and Director of Finance & New Development from 2017 to 2023. Prior to that he worked for Paragon Gaming from 2007 to 2013 as a financial analyst and later Manager of Financial Planning and Analysis. He was a junior accountant at River Cree Resort & Casino from 2006 to 2007.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Chad Boynak be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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May 7, 2025

MEMORANDUM

DATE: 05/07/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Michael Scott Dowty/14606-25-KY

Name of Gaming Business associated with:

Applicant is a Co-Founder and Executive Chairman for Passport Technology Inc. He has been there since 2014.

Past Employment:

Applicant worked for Australis Capital Inc. as Chief Operating Officer from 2018 to 2020. Prior to that he worked for Apriva as Chief Revenue Officer from 2017 to 2018. From 2014 to 2017 he worked for Card Connect Chief Revenue Officer and Executive Vice President.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Michael Dowty be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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May 7, 2025

MEMORANDUM

DATE: 05/07/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: John Thomas Steely/14646-25-KY

Name of Gaming Business associated with:

Applicant is currently the CIO and President of DataStream for Passport Technology. He previously served as Chief Operating Officer. He has been there since 2021.

Past Employment:

Applicant was the Chief Executive Officer and founder of Automated Systems America, Inc. from 1997 to 2021.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that John Steely be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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May 7, 2025

MEMORANDUM

DATE: 05/07/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Jacqueline Sarcinelli/14651-25-KY

Name of Gaming Business associated with:

The applicant is the trustee of the Jacqueline Sarcinelli Family Trust that owns 17.07% of the shares of Passport Technology Inc.

Past Employment:

The applicant worked for Passport Technology from 2021 to 2024 Chief Diversity Officer, Director of Administration, and Corporate Controller. From 1997 to 2021 she worked for Automated Systems America, Inc. as Chief Financial Officer.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Jacqueline Sarcinelli be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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MEMORANDUM

DATE: May 8th, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Benjamin Winston / 13839-24-KY**

Applicant Summary:

Applicant is seeking licensure due to being a director at MGM Resorts International. BetMGM, LLC has been licensed in South Dakota since September of 2021.

Concerns:

None

Recommendations:

It is recommended that Benjamin Winston be **approved** for a Key License in South Dakota.



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MEMORANDUM

DATE: May 8th, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Michael Marchetti / 14084-24-KY**

Applicant Summary:

Applicant is seeking licensure due to his position as a director of Light & Wonder, Inc. Light & Wonder, Inc has operated in South Dakota since September of 1999 under various entity names as a manufacture.

Concerns: None

Recommendations:

It is recommended that Michael Marchetti be **approved** for a key license in South Dakota.

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MEMORANDUM

DATE: May 8th, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: Anne Elizabeth Tucker / 14064-24-KY

Applicant Summary:

The applicant is seeking licensure because of her recent position of becoming company secretary and Chief Legal Officer for Aristocrat. The applicant has been with Aristocrat since October 18th, 2021. Aristocrat is headquartered in Sydney, Australia with over 8500 employees worldwide.

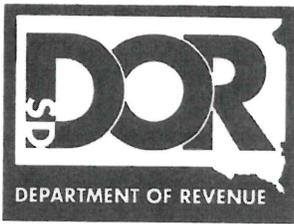
Aristocrat Technologies, Inc. has been licensed in South Dakota since January of 1996.

Concerns:

None

Recommendations:

It is recommended that Anne Elizabeth Tucker be **approved** for a Key License in South Dakota. No derogatory information was discovered during this background investigation that would prevent the applicant from obtaining a license.



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May 9, 2025

MEMORANDUM

DATE: 05/09/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Jehad Attiyah/14650-25-KY

Name of Gaming Business associated with:

Jehad owns 9.81% of the shares of Passport Technology Inc.

Past Employment:

Applicant has owned Liqourland stores since 1990. He also owns Convenient ATM Machines since 2000 and Direct Processing since 2005.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Jehad Attiyah be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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May 9, 2025

MEMORANDUM

DATE: 05/09/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Husam George Attiyah/14649-25-KY

Name of Gaming Business associated with:

Husam owns 6.81% of the shares of Passport Technology USA, Inc.

Past Employment:

Husam currently owns CAMI and Liqourland. He has owned CAMI since 2001 and Liqourland since 1993.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Husam Attiyah be approved as a Key Licensee for his position with Passport Technology USA, Inc.



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MEMORANDUM

DATE: May 21, 2025
TO: South Dakota Commission on Gaming
FROM: Special Agent John Cargill
SUBJECT: Michael Anthony Costanzo – 14558-KY

Mr. Costanzo is the minority owner of SGI, LLC, located at 304 Cliff Street in Deadwood, SD. Mr. Costanzo has a history of corporate management for several large companies, including Target and Party City. Mr. Costanzo is Russell Harper's business partner and has invested in past businesses with him. Mr. Costanzo will be purchasing 33% of Ernest Hospitality, LLC, including the Deadwood Gulch located at 304 Cliff Street. Mr. Costanzo was subject to a background check. During this investigation, no derogatory or limiting information was discovered.

Concerns: None

Recommendations: It is recommended that Michael Costanzo be **approved** as a Key Licensee. No derogatory information was found in the applicant's background investigation that would prevent him from obtaining a SDCG license.



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MEMORANDUM

DATE: May 21, 2025
TO: South Dakota Commission on Gaming
FROM: Special Agent John Cargill
SUBJECT: Russell Elliot Harper – 14557-KY

Mr. Harper is the majority owner of SGI, LLC, and the sole owner of Deadwood Gaming, Inc., and Hospitality Management, LLC. Mr. Harper is purchasing all the properties owned by Ernest Hospitality, LLC, including the Deadwood Gulch located at 304 Cliff Street in Deadwood, SD. Mr. Harper has owned several hotels, including the Taos Valley Lodge in Taos, New Mexico. Mr. Harper was subject to a thorough background check in which I travelled to New Mexico. During this investigation, no derogatory or limiting information was discovered.

Concerns: None

Recommendations: It is recommended that Russell Elliot Harper be **approved** as a Key Licensee. No derogatory information was found in the applicant's background investigation that would prevent him from obtaining a SDCG license.



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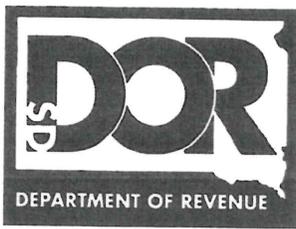
MEMORANDUM

DATE: 05/27/2025
TO: South Dakota Commission on Gaming
FROM: John Cargill
SUBJECT: James C Gwynn
LIC. #: 14473-24-KY

The applicant is currently working for Cadillac Jacks' Gaming Resort as a slot tech. He will become a floor supervisor once his license is approved. The applicant has been employed at Cadillac Jack's since November of 2024 and has had a support license since September of 2024, with no derogatory action on his license. He is seeking a key license for his current position.

Concerns: None

Recommendation: Approval



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MEMORANDUM

DATE: 05/27/2025
TO: South Dakota Commission on Gaming
FROM: John Cargill
SUBJECT: Gil Rotem/14321- 24-KY

Name of Gaming Business associated with:

The applicant seeks licensure because he is currently the President of International Game Technology (IGT) PlayDigital.

IGT is a slot machine manufacturing company established in South Dakota. Its mission is to sell slot machines. IGT is a multinational corporation currently licensed in multiple gaming jurisdictions around the world.

Past Employment:

The applicant has worked for IGT since 2021. Gil was previously the president of Igaming. The applicant currently holds gaming licenses in several jurisdictions around the world, including the UK, the US, and several tribal jurisdictions. Before working at IGT, the applicant worked for LH Marketing Solutions as the Director, he presently works there in addition to his position at IGT. Gil worked for Bet365, 888.com, Friendly-Tech, and served in the Israeli Defense force.

Concerns: None

Recommendations: As a result of this background investigation, it is Recommended that Gil Rotem be approved for a Key license with IGT.

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MEMORANDUM

DATE: June 01, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Lori L. Plew (12724-AP)

Lori L. Plew applied for licensure in association with her employment with BetWorks, a sports wagering platform of Bally's Interactive. Plew applied for licensure due to her role as System and Operations Manager.

Plew has been licensed in other state gaming jurisdictions and there are no known disciplinary actions against any license Plew has held.

Recommendation: Recommendation as a result of this background investigation is that Lori L. Plew be **approved** for licensure in her association with BetWorks / Bally's Interactive. There was nothing found during the course of this investigation that would preclude her from obtaining a license in South Dakota.

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MEMORANDUM

DATE: June 01, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Jason D. Rood (12728-AP)

Jason D. Rood applied for licensure in association with his employment with BetWorks, a sports wagering platform of Bally's Interactive. Rood applied for licensure due to his role as Senior Vice President of Risk & Trading Operations.

Rood has been licensed in other state gaming jurisdictions and there are no known disciplinary actions against any license he has held.

Recommendation: Recommendation as a result of this background investigation is that Jason D. Rood be **approved** for licensure in his association with BetWorks / Bally's Interactive. There was nothing found during the course of this investigation that would preclude him from obtaining a license in South Dakota.

**SOUTH DAKOTA COMMISSION ON GAMING**

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DATE: June 01, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Craig T. Sasamura (12729-AP)

Craig T. Sasamura applied for licensure in association with his employment with BetWorks, a sports wagering platform of Bally's Interactive. Sasamura applied for licensure due to his role as Manager Trading Operations.

Sasamura held a gaming card in Nevada for over 20 years with no known disciplinary actions against him.

Recommendation: Recommendation as a result of this background investigation is that Craig T. Sasamura be **approved** for licensure in his association with BetWorks / Bally's Interactive. There was nothing found during the course of this investigation that would preclude him from obtaining a license in South Dakota.

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MEMORANDUM

DATE: June 01, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Robert L. Smith Jr. (12672-DR)

Robert L. Smith Jr. applied for licensure in association with his employment with BetWorks, a sports wagering platform of Bally's Interactive. Smith applied for licensure due to his role as Compliance & Financial Controller.

Smith has been licensed in other state gaming jurisdictions with no known disciplinary actions against any license he has held.

Recommendation: Recommendation as a result of this background investigation is that Robert L. Smith Jr. be **approved** for licensure in his association with BetWorks / Bally's Interactive. There was nothing found during the course of this investigation that would preclude him from obtaining a license in South Dakota.

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MEMORANDUM

DATE: June 01, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: William W. Walkowski (12730-AP)

William W. Walkowski applied for licensure in association with his employment with BetWorks, a sports wagering platform of Bally's Interactive. Walkowski applied for licensure due to his role as Manager of Risk Operations.

Walkowski held a gaming card in Nevada for over 25 years with no known disciplinary actions against him.

Recommendation: Recommendation as a result of this background investigation is that William W. Walkowski be **approved** for licensure in his association with BetWorks / Bally's Interactive. There was nothing found during the course of this investigation that would preclude him from obtaining a license in South Dakota.



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MEMORANDUM

DATE: 05/06/2025
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Passport Technology USA, Inc
LICENSE: 14182-AE

Passport is a developer of technology-based solutions and services for the highly regulated payments, gaming, and financial services markets.

The company's product portfolio includes redemption kiosks, quasi-cash, check warranty, ATM, digital payments, cash and cashless integrations, casino automation, regulatory compliance solutions, bank-sponsored transaction processing, server and web-based analytics, agnostic application management systems, and interactive content and loyalty services.

They are looking to offer financial services, ticket redemption kiosks, and loyalty rewards to casinos in Deadwood.

Passport is licensed throughout North America.

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.



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MEMORANDUM

DATE: May 21, 2025
TO: South Dakota Commission on Gaming
FROM: Special Agent John Cargill
SUBJECT: SGI, LLC – 14556-PO

SGI, LLC was formed on July 24th 2002, in Colorado by Russell Harper and Michael Costanzo. SGI, LLC is 67% owned by Russell Harper and 33% owned by Michael Costanzo.

SGI, LLC is purchasing the Real Property of Ernest Hospitality, LLC for a purchase price of \$7,221,500 at closing. The purchase is being funded from the sale of the Taos Valley Lodge Hotel.

Concerns: None

Recommendation: As a result of the investigation, it is recommended that **SGI, LLC be approved** for the gaming property owner license.



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MEMORANDUM

DATE: May 21, 2025
TO: South Dakota Commission on Gaming
FROM: Special Agent John Cargill
SUBJECT: Hospitality Management, LLC- 14785-PO

Hospitality Management, LLC was created in March 2025 in the State of South Dakota. The purpose of Hospitality Management, LLC is to operate the hotel and restaurant owned by SGI, LLC, and they will sublease space for the casino that SGI, LLC owns to Deadwood Gaming, Inc. Russell Harper owns 100% of Hospitality Management, LLC.

Concerns: None

Recommendations: It is recommended that Hospitality Management, LLC, be **approved** for a gaming property owner license. Nothing derogatory was found in the investigation that would prevent licensure.



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MEMORANDUM

DATE: May 21, 2025
TO: South Dakota Commission on Gaming
FROM: Special Agent John Cargill
SUBJECT: Deadwood Gaming, Inc.- DBA, DGR. (Lodging Management, Inc. DBA, DGR) – 14550-OP and 14551-RT to 14555-RT

Deadwood Gaming, Inc., formerly known as Lodging Management, Inc. DBA DGR., was formed on August 10th, 2006, in Flagstaff, Arizona, by Russell Harper and John Ideue in anticipation of purchasing the Taos Valley Lodge in Taos, New Mexico. Lodging Management, Inc. DBA DGR is 100% owned by Russell Harper.

Deadwood Gaming, Inc. DBA DGR is purchasing the hotel operation and the gaming operation from Ernest Management, LLC

Concerns: None

Recommendations: It is recommended that Deadwood Gaming, Inc., DBA DGR, be **approved** for operator and five retail licenses. Nothing derogatory was found in the investigation that would prevent licensure.

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: June 01, 2025
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: BetWorks (US) LLC (12671-SW)

BetWorks (US) LLC is a registered LLC (12/2018) in the State of Nevada. BetWorks was acquired by the Bally Corporation in 2021 and is within the Bally Corporation division, Bally's Interactive, which encompasses their sports wagering operations.

BetWorks (US) LLC applied for licensure as a sports wagering platform. BetWorks would make their services available to casinos in South Dakota looking to offer sports wagering to their customers.

BetWorks is currently operating in gaming jurisdictions around the country under Bally's Interactive division. They are seeking licensure in South Dakota as part of their continuing expansion. There are no known disciplinary actions against BetWorks (US) LLC in any other gaming jurisdiction.

Recommendations: Recommendation as a result of this background investigation is that BetWorks (US) LLC be **approved** as a Sports Wagering Service Provider (SW). There was nothing found during the course of this investigation that would preclude the applicant from obtaining this license.

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	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
DWD GAMING-BHCI	13534-PO
GLP CAPITAL	13727-PO
KR DEADWOOD	12419-PO
NUGGET BUILDING	13476-PO
OPTIMA LLC-DBA TRUE BY HILTON	0005-PO
<u>SPORTS WAGERING SERVICE PROVIDERS</u>	
BETMGM. LLC	12269-SW
ENTAIN HOLDINGS	14351-SW
IGT	12241-SW
INTERNET SPORTS INTERNATIONAL	12253-SW
RUSHMORE GAMING	12216-SW

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
CHRIS GOULD	0440-RT
SRK DEVELOPMENT	11623-RT
DEADWOOD LEGACY HOLDINGS	12000-RT
DEADWOOD GAMING-BHCI	13530-OP
DEADWOOD GAMING-BHCI	13531-RT
DEADWOOD GAMING-BHCI	13532-RT
DEADWOOD GAMING-BHCI	13533-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
GAME CHANGING TECH	13762-AE
GENESIS GAMING	13376-AE
GEOCOMPLY SOLUTIONS	13873-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
TCS JOHN HUXLEY	13317-AE

Pamela Jane Potter

(October 15, 1956 - June 13, 2024)

Pamela Jane Potter, 67, of Belle Fourche died at her home on June 13, 2024.

Pam was born October 15, 1956 in Billings, Montana to James and Marjorie (Gjerde) Gass. Pam moved to Belle Fourche in 1970 from Spokane, WA with her mother and brother. She graduated from Belle Fourche High School in 1974.



Pam married Willard Potter and they celebrated 48 years of marriage.

She is survived by her husband, Willard Potter; her son, Dax Potter; grandson, Marly Potter and great granddaughter, Vivian Potter; her brother, Errol Eppens and his children, Trevor and Schale and her stepfather, Larry Backhaus.

An online guest book is available at klinefuneralchapel.com