



## SOUTH DAKOTA COMMISSION ON GAMING

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

### **Notice of Administrative Hearings, Public Hearing to adopt 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 23, 2026, 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/98230322622>

Meeting ID: 982 3032 2622

**Join by Telephone Dial:** 1-253-205-0468

Conference ID: 982 3032 2622

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 Meeting to Order and Roll Call

Conflicts of Interest Disclosure

Approval of Quarterly Business Meeting Agenda

#### **Administrative Hearings :**

Shawn Hansey – SDCG Complaint # 25-10-074 / Slot Machine **pages 1-16**

Wayne Gerring – SDCG Complaint # 26-01-002 / Slot Machine **pages 17-30**

Chad Gerdes – SDCG Complaint # 26-04-029 / Sports Wager **pages 31-47**

## Rules Hearing

- 1) ARSD 20:04:27 - Penalty for use of illegal substances and Restrictions on the use of authorized drugs pages 48-51
- 2) ARSD 20:18:15:30's Variations of play for 21+3, TriLux Bonus Blackjack Progressive, Double Down Madness, and Three Card Prime. pages 52-82
- 3) ARSD 20:04 rules regarding online pari-mutuel wagering through advance deposits with multi-jurisdictional totalizator hubs. pages 83-184

## Quarterly Business Meeting

Approval of March 30, 2026, quarterly business meeting minutes pages 185-188  
Election of Chair and Vice Chair for Fiscal Year 2026

Public Comment

Approval of GLI contract for Device Testing and Consulting Services pages 189-193

Lice Racing Matters

- 1) Approval of Verendrye Benevolent Association Condition Book pages 194-217
- 2) Verendrye Benevolent Funding request pages 218-233
- 3) Approval of allocations for purse supplements and racing operations page 234  
**Resolution Number 06-25-01**
- 4) Approval of Jockey Bonus / **Resolution Number 06-25-02** page 235
- 5) Approval of the required Track bond and insurance page 236  
**Resolution Number 06-25-03**
- 6) Approval of Verendrye Benevolent Association horse racing officials pages 237-239
- 7) Approval of the Commission horse racing officials pages 240-241
- 8) Approval of horse racing contracts
  - 1) Dr. Cooper DVM pages 242-248
  - 2) Center for Tox Services pages 249-255
  - 3) Stanley County Sheriff's Office pages 256-257

Approval of Stipulation and Assurance of Voluntary Compliance:

- BetMGM LLC – SDCG Complaint #26-01-003 [page 258](#)
- Jack Daugherty – SDCG Complaint # 26-01-005 [page 259](#)

Licensing matters: [page 260](#)

Approval of New Key licenses. [page 261-271](#)

Renewal of Key license [page 260](#)

Approval of Business license renewals for FY 27. [pages 272-273](#)

Executive Session pursuant to SDCL 42-7B-8.1 and ARSD 20:18:08.01:02

Decision on Administrative Hearings

Approval of the next quarterly business meeting on Tuesday, September 22, 2026.

Adjournment.

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**NOTICE OF HEARING**

TO: Shawn Hansey

Sturgis, SD 57785

In the matter of one slot machine listed below:

- Mecca Easy Rider, themed slot machine serial number 82238, Japanese-style machine manufactured on February 1<sup>st</sup> 2017.

Notice is hereby given that a hearing will be held before the South Dakota Commission on Gaming on **June 23, 2026, at 9:00 AM** in the City Commission Chambers of Deadwood City Hall, located at 102 Sherman Street, Deadwood, SD 57732.

The purpose of this hearing is to determine if the slot machine listed above, which was seized from Shawn Hansey at 120 Industrial Drive, Spearfish, SD, on October 17, 2025, is contraband and may be destroyed pursuant to SDCL 42-7B-39.

The hearing is held by the authority of SDCL 42-7B-39 and 42-7B-39.2

The particular statutes involved are SDCL 42-7B-39, 42-7B-39.2, 22-25-13, 22-25-14 and 22-25-14.1

The matter to be asserted is that the slot machine described above is contraband and should be destroyed.

As a result of this hearing, the Commission on Gaming can order the destruction of the slot machine that was seized on October 17, 2025.

This hearing is an adversary proceeding. Any person who claims an ownership interest in the machines described above has the right to be present, to be represented by a lawyer, to call witnesses to testify on their behalf, and to question witnesses who testify against them. These and other due process rights will be forfeited if they are not exercised at the hearing.

SDCL 42-7B-39 provides that the slot machine that was seized may be destroyed after notice and without a hearing if you fail to appear at the time and place scheduled in this hearing of notice.

If the amount in the controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the case may require the Commission to use the Office of Hearing Examiners by giving notice to the Commission no later than ten days after service of this Notice of Hearing.

The decision of the Commission on Gaming may be appealed to the Circuit Court and the State Supreme Court as provided by law.

Dated at Spearfish, South Dakota, the 30<sup>th</sup> day of April 2026.

A handwritten signature in black ink, appearing to read 'M. Heltzel', with a stylized flourish at the end.

Mark Heltzel  
Executive Secretary

NONE

Return # 30077  
Process # C26-00902  
Docket #  
Reference #

STATE OF SOUTH DAKOTA }  
COUNTY OF MEADE }

In the Matter of Mecca Easy Rider Slot Machine }  
serial number 82238 }

MEADE COUNTY SHERIFF'S SUBSTITUTE  
SERVICE RETURN

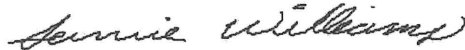
I, **Jamie Williams**, Deputy Sheriff of Meade County, SD hereby certify and return that the **Notice of Hearing letter** came into my hand for service on **30th day of April, 2026**.

I endeavored to serve the same on **SHAUN ( HANSEY but SHAUN )** could not conveniently be found, and I made substitute personal service to **ELIZABETH , STURGIS, SD 57785** on the **2nd day of May, 2026** at **1:53 PM**.

**HANSEY**  
**HANSEY a**

**Comments**

**Date Returned 5/4/26**



**Signed**

**Date 05/04/26**

Jamie Williams  
Meade County Sheriff's Office  
1400 Main Street  
Sturgis, SD 57785  
Phone: (605) 347-2681



**SOUTH DAKOTA COMMISSION ON GAMING**  
120 Industrial Drive, Suite 1 • Spearfish, SD 57783  
(605) 578-3074 • dor.sd.gov/gaming

## INCIDENT REPORT

**INCIDENT:** Illegal Slot Machine  
**INCIDENT NUMBER:** 25-10-074  
**DATE OF INCIDENT:** 10/11/2025  
**PLACE OF INCIDENT:** Facebook Marketplace  
**REPORTING AGENT:** Special Agent John Cargill  
**DATE OF REPORT:** 11/03/2025

**SUBJECT(s)**

<b>NAME:</b>	Nathan Rose (P)
<b>D.O.B:</b>	
<b>ADDRESS:</b>	Rapid City, SD 57701
<b>NAME:</b>	Shawn C. Hansey
<b>ADDRESS:</b>	Sturgis SD, 57785

**VIOLATION: SDCL 22-25-13- Keeping slot machines--Free play machines excepted--Misdemeanor--  
Manufacture not prohibited.**

No person may have in his possession, custody, or under his control or permit to be kept in any place under his possession or control, any slot machine or device. A slot machine or device is any machine upon the action of which anything of value is staked and which is operated by placing therein or thereon any coins, checks, slugs, balls, chips, tokens, or other articles, or in any other manner as a result of such operation anything of value is won or lost by the operation of such machine, when the result of such operation is dependent upon chance. This section does not extend to coin-operated nonpayout pin tables and arcade amusements with free play features. A violation of this section is a Class 1 misdemeanor.

**NARRATIVE:**

On October 11, 2025, at 1720 hours, I, Special Agent John Cargill, contacted Nathan Rose, a Facebook Marketplace seller, regarding a slot machine. I used a fake profile under the name [REDACTED]. I began the conversation at 1720 hours, but there were long gaps between the seller's responses.

I periodically checked, and by 2236 hours, the listing was marked sold. Nathan Rose's Facebook profile listed Butler Machinery in Rapid City as his place of employment. I called Butler the next day and confirmed Nathan Rose is an employee.

On October 13, 2025, I visited Butler Machinery and spoke with Nathan. I identified myself as a law enforcement officer and showed my badge. Nathan immediately asked if my contact was about the slot machine. I confirmed. Nathan said he sold it to someone at Sage Water Works, but did not know the name. I explained SDCL 22-25-13. Nathan said he was unaware of the statute but would comply with any investigation. He said he sold it for \$250 and offered to refund the buyer.

I visited Sage Waterworks and met an unidentified woman who claimed to own the company with her husband. She was very stand-offish but agreed to talk. She said only she and her husband ran the business and insisted there were no slot machines in the residence. I left my business card and asked her to speak with her husband.

On October 17, 2025, I learned that Shawn Hansey voluntarily brought the slot machine to our Spearfish office and let Special Agent Jarle Randall inspect it. After the inspection, we seized the machine and placed it into evidence.

Please see Special Agent Randall's report for more information.

**END OF REPORT**



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John Cargill  
SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT  
SD COMMISSION ON GAMING



**SOUTH DAKOTA COMMISSION ON GAMING**  
 120 Industrial Drive Suite 1 • Spearfish, SD 57783  
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## INCIDENT REPORT

**INCIDENT:** Illegal Possession of Slot Machine

**INCIDENT NUMBER:** 25-10-074

**DATE OF INCIDENT:** 10/17/2025

**PLACE OF INCIDENT:** 120 Industrial Dr. Suite 1  
Spearfish, SD 57783

**INVESTIGATING AGENT:** Jarle Randall

**DATE OF REPORT:** 10/17/2025

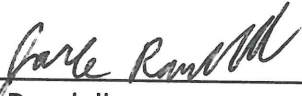
**Suspect:** **Shawn C Hansey**  
**Sturgis, SD 57785**

### NARRATIVE:

On 10/17/25 The Clark Hoyt at the front desk transferred a call to me at my desk. I answered the call and spoke with a male subject that identified himself as Shawn. Shawn advised he had purchased a slot machine from a coworker a few days prior. Shawn advised the coworker had contacted him and advised Special Agent Cargill had spoke with him about the slot machine and advised it was illegal to poses. Referred to Special Agents report for further details of this information. Shawn stated had loaded the slot machine into his vehicle and was going to transport it to Rapid City to have checked but then was advised we were in Deadwood. I advised Shawn our office was actually in Spearfish. Shawn advised he would bring the slot machine to the office to have checked as he did not want to be in any trouble. I provided Shawn our address and explained to Shawn the law and advised him if he brought the slot machine to our office and I confirmed the machine was 25 years old or newer I would be seizing the machine. Shawn advised he understood and stated he would be at our office with a drive time from Piedmont. Shawn arrived at the office a short time later. I walked out to Shawns vehicle where the slot machine was at in the back of his suv. I checked the machine, a Mecca Easy Rider Japanese Slot machine, and found the manufacture date of February 1<sup>st</sup>, 2017. I advised Shawn of this

and advised I would have to seize the slot machine. I completed a property receipt for the slot machine and provided Shawn with a copy of the receipt. I also provided Shawn with a copy of the laws of the possession of the slot machine. I advised Shawn there would be a hearing at the December Commission meeting and he would be notified prior to the meeting. I then took possession of the slot machine and took it into the office. Once inside the office I took photographs of the machine and manufacture plate with the date on it. The machine was then placed into evidence. I also completed the evidence log and property placement form. I maintained a copy of the property form and provided one copy to the evidence custodian. I printed out copies of the photographs and placed all paperwork into a case file.

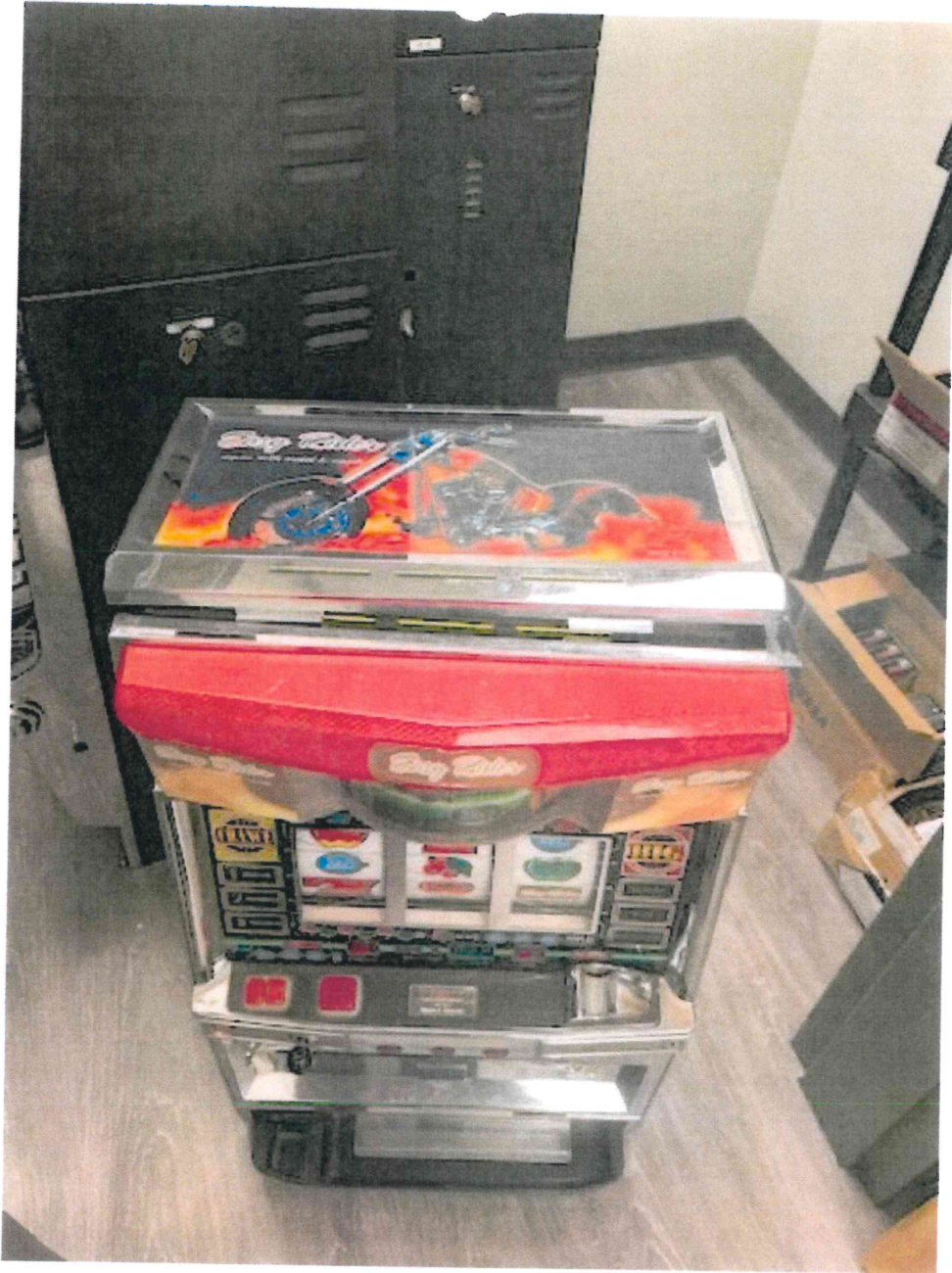
**END OF REPORT**



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Jarle Randall

SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT  
SD COMMISSION ON GAMING



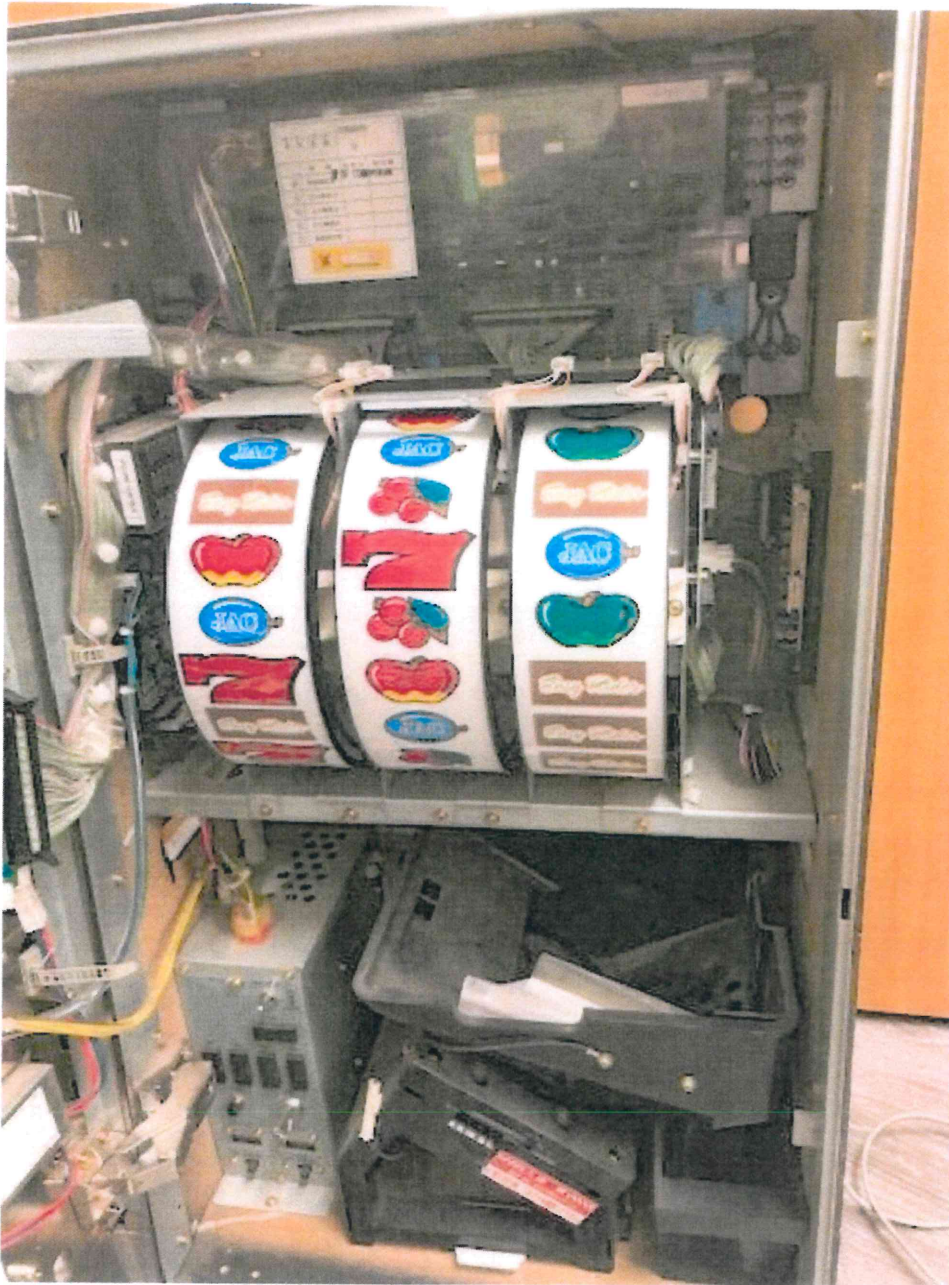


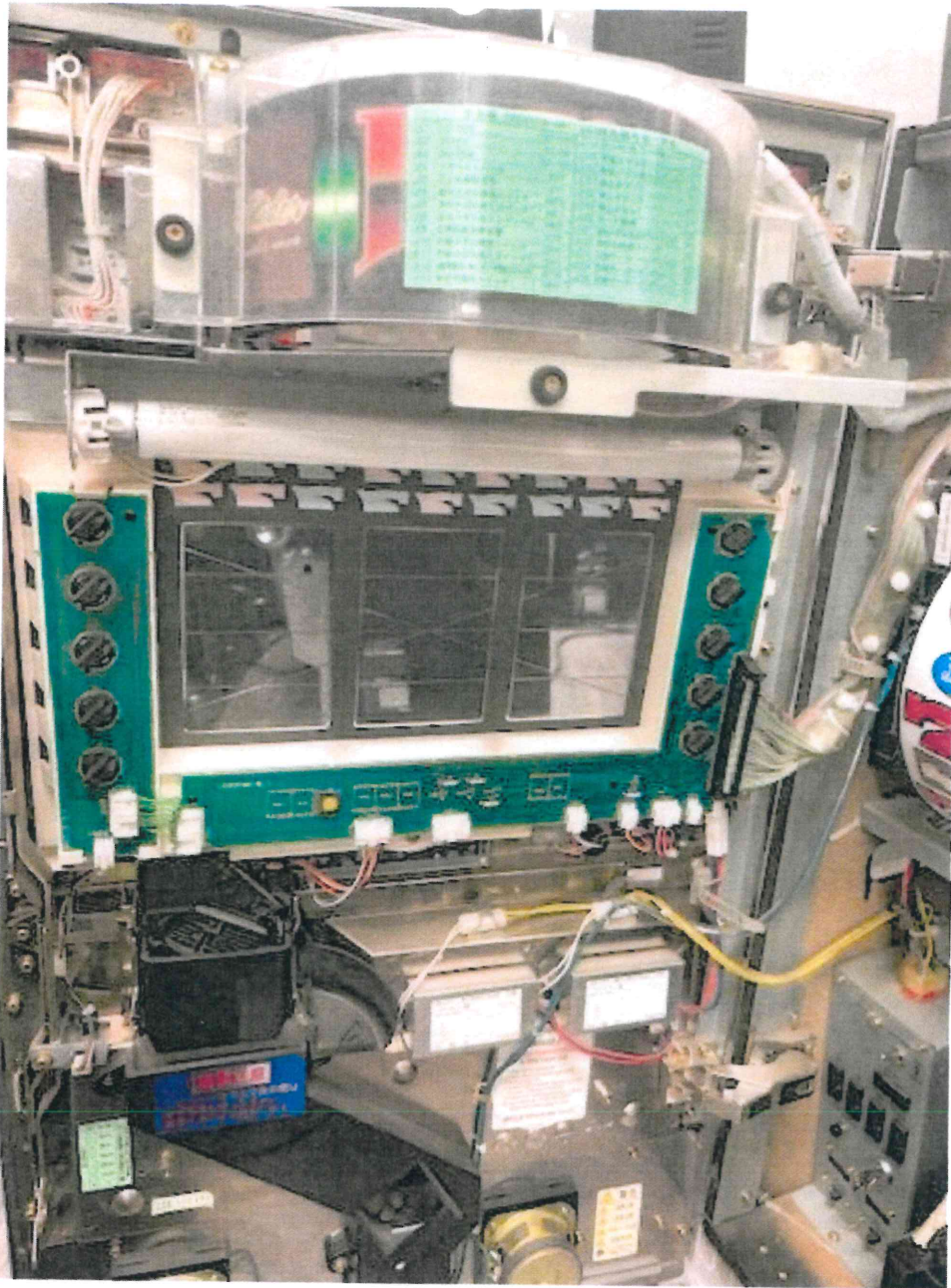




セフティーロック 使用記録		日電協封印	
用途	年月日	担当者	
(B) 本体固定用	01-17	大塚和洋	
(C) 立入検査①			
(D) 立入検査②			
(E) 立入検査③			
(F) 基板回収用			

02238











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120 Industrial Drive, Suite 1 • Spearfish, SD 57783  
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11/05/2025

Lawrence County States Attorney  
County Annex Building  
90 Sherman St. #8  
Deadwood, SD 57732

To Whom It May Concern,

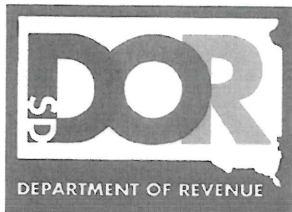
Included please find a copy of SDCG case report 25-10-074 on an illegal slot machine that was seized in Lawrence County on 10/17/2025. The device is in our possession, and we will proceed with an administrative hearing to have the device declared contraband and have it destroyed.

Upon destruction of the device, we will consider the matter closed unless you wish to proceed further. If you have any questions or want additional information, please contact me at the number above.

Regards,

Brandon Snyder  
Director of Enforcement



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**NOTICE OF RESCHEDULED HEARING**

TO: Wayne Gehring

Rapid City, SD 57703

In the matter of one slot machine listed below:

- “Emerald Rose”, themed slot machine serial number 1261966, manufactured by IGT in May of 2003.

Notice is hereby given that a hearing will be held before the South Dakota Commission on Gaming on **June 23, 2026, at 9:00 AM** in the City Commission Chambers of Deadwood City Hall, located at 102 Sherman Street, Deadwood, SD 57732.

The purpose of this hearing is to determine if the slot machine listed above, which was seized from Wayne Gehring, Deadwood, SD, on January 8, 2026, is contraband and may be destroyed pursuant to SDCL 42-7B-39.

The hearing is held by the authority of SDCL 42-7B-39 and 42-7B-39.2

The particular statutes involved are SDCL 42-7B-39, 42-7B-39.2, 22-25-13, 22-25-14 and 22-25-14.1

The matter to be asserted is that the slot machine described above is contraband and should be destroyed.

As a result of this hearing, the Commission on Gaming can order the destruction of the slot machine that was seized on January 8, 2026.

This hearing is an adversary proceeding. Any person who claims an ownership interest in the machines described above has the right to be present, to be represented by a lawyer, to call witnesses to testify on their behalf, and to question witnesses who testify against them. These and other due process rights will be forfeited if they are not exercised at the hearing.

SDCL 42-7B-39 provides that the slot machine that was seized may be destroyed after notice and without a hearing if you fail to appear at the time and place scheduled in this hearing of notice.

If the amount in the controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the case may require the Commission to use the Office of Hearing Examiners by giving notice to the Commission no later than ten days after service of this Notice of Hearing.

The decision of the Commission on Gaming may be appealed to the Circuit Court and the State Supreme Court as provided by law.

Dated at Spearfish, South Dakota, the 30<sup>th</sup> day of April 2026.

A handwritten signature in black ink, appearing to read 'M. Heltzel', with a stylized flourish at the end.

Mark Heltzel  
Executive Secretary



# Pennington County Sheriff's Office

300 Kansas City Street Suite 100  
Rapid City SD 57701-2889  
Phone: 605.394.6113 Fax: 605.394.6854



MAY ADAM  
PO BOX 160  
PIERRE, SD 57501

CIRCUIT COURT

Return # 247955  
Process # CP26-003340  
Docket # 0161  
Reference # \$60.50

SOUTH DAKOTA COMMISSION ON GAMING }  
Plaintiff, }  
- vs - }  
WAYNE GEHRING }  
Defendant }

SHERIFF'S RETURN OF SERVICE

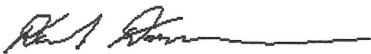
I, Brian Mueller, Sheriff of Pennington County South Dakota, hereby certify that on the **30th day of April, 2026**, a **NOTICE OF RESCHEDULED HEARING**, in the above entitled action, came into my hand for service on **WAYNE VICTOR GEHRING**

That on the **5th day of May, 2026 at 3:49 PM**, in said county served the same on: **WAYNE VICTOR GEHRING** at **5431 AVENUE A, RAPID CITY, SD 57703** by Deputy **David Douma**.

Attempt Date/Time	Deputy	Outcome
05/05/26 15:49	Douma, David	Successful Service Attempt

**Comments**

**Date Returned 5/5/26**

Signed 

**Date 05/06/26**

Brian Mueller  
Pennington County Sheriff  
By: Civil Deputy David Douma  
300 Kansas City St  
Rapid City, SD 57701  
Phone: (605) 394-6113



**SOUTH DAKOTA COMMISSION ON GAMING**  
120 Industrial Drive, Suite 1 • Spearfish, SD 57783  
(605) 578-3074 • dor.sd.gov/gaming

**Return of Service**

I, Jarle Randall, Enforcement Agent for the South Dakota Commission on Gaming, hereby certify and return that the following annexed papers **Notice of Hearing** came into my hands for service on the 26<sup>th</sup> day of March, 2026. That I served the same on **Wayne Gehring** defendant personally by delivering to and leaving a true copy thereof with Wayne Gehring in the city of Rapid City, County of Pennington, State of South Dakota, on the 26<sup>th</sup> day of March, 2026.

**ANNEXED PAPERS**

- Subpoena
- Initial Complaint
- Notice of Suspension of License
- Notice of Hearing**
- Other

Dated at 2:35 PM, South Dakota, this 26<sup>th</sup> day of March, A.D. 2026.

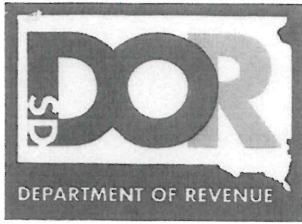
\_\_\_\_\_  
Mark Heltzel  
Executive Secretary

+ \_\_\_\_\_  
Signature of Recipient

By: \_\_\_\_\_  
Agent

\_\_\_\_\_ 3/26/26 \_\_\_\_\_  
Date

Date Ret'd \_\_\_\_\_.



**SOUTH DAKOTA COMMISSION ON GAMING**

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21

**NOTICE OF HEARING**

TO: Wayne Gehring

Deadwood, SD 57732

In the matter of one slot machine listed below:

- "Emerald Rose", themed slot machine serial number 1261966, manufactured by IGT in May of 2003.

Notice is hereby given that a hearing will be held before the South Dakota Commission on Gaming on March 17, 2026, at 9:00 AM in the City Commission Chambers of Deadwood City Hall, located at 102 Sherman Street, Deadwood, SD 57732.

The purpose of this hearing is to determine if the slot machine listed above, which was seized from Wayne Gehring \_\_\_\_\_, Deadwood, SD, on January 8, 2026, is contraband and may be destroyed pursuant to SDCL 42-7B-39.

The hearing is held by the authority of SDCL 42-7B-39 and 42-7B-39.2

The particular statutes involved are SDCL 42-7B-39, 42-7B-39.2, 22-25-13, 22-25-14 and 22-25-14.1

The matter to be asserted is that the slot machine described above is contraband and should be destroyed.

As a result of this hearing, the Commission on Gaming can order the destruction of the slot machine that was seized on January 8, 2026.


This hearing is an adversary proceeding. Any person who claims an ownership interest in the machines described above has the right to be present, to be represented by a lawyer, to call witnesses to testify on their behalf, and to question witnesses who testify against them. These and other due process rights will be forfeited if they are not exercised at the hearing.

SDCL 42-7B-39 provides that the slot machine that was seized may be destroyed after notice and without a hearing if you fail to appear at the time and place scheduled in this hearing of notice.

If the amount in the controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the case may require the Commission to use the Office of Hearing Examiners by giving notice to the Commission no later than ten days after service of this Notice of Hearing.

The decision of the Commission on Gaming may be appealed to the Circuit Court and the State Supreme Court as provided by law.

Dated at Spearfish, South Dakota, the 9<sup>th</sup> day of January 2026.

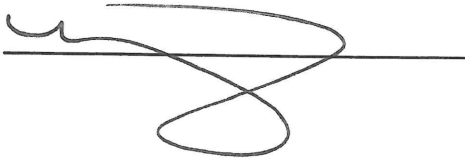


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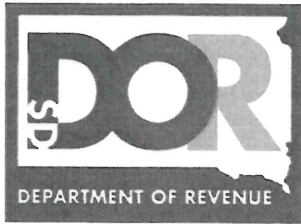
Mark Heltzel  
Executive Secretary

#### Certificate of Service

I, Mark Heltzel, do hereby certify that I served a copy of the foregoing Notice of Hering upon:  
By certified mail, return receipt requested with postage prepaid, there on the 9<sup>th</sup> day of January 2026.



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## SOUTH DAKOTA COMMISSION ON GAMING

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

### INCIDENT REPORT

**INCIDENT:** Possession of Illegal Slot Machine

**INCIDENT NUMBER:** 26-01-002

**DATE OF INCIDENT:** 01/08/2026

**PLACE OF INCIDENT:** , Deadwood, SD 57732

**REPORTING AGENT:** S/A Nick Allender

**DATE OF REPORT:** 01/08/2026

**SUSPECT:**

**Name:** Wayne Gehring

**D.O.B.:**

**Address:** Deadwood, SD 57732

**Phone:**

#### OFFENCE(S):

#### **22-25-13. Keeping slot machines--Free play machines excepted--Misdemeanor-- Manufacture not prohibited.**

No person may have in his possession, custody, or under his control or permit to be kept in any place under his possession or control, any slot machine or device. A slot machine or device is any machine upon the action of which anything of value is staked and which is operated by placing therein or thereon any coins, checks, slugs, balls, chips, tokens, or other articles, or in any other manner as a result of such operation anything of value is won or lost by the operation of such machine, when the result of such operation is dependent upon chance. This section does not extend to coin-operated nonpayout pin tables and arcade amusements, with free play features. A violation of this section is a Class 1 misdemeanor.

This section does not prohibit the manufacture, or any act appurtenant to the manufacture, of slot machines or devices in this state for distribution and sale.

**NARRATIVE:**

On January 7<sup>th</sup>, 2025, I observed a Facebook Marketplace post for a slot machine labeled, "China slot machine". The Facebook page listing the post was a Wayne Gehring, [WWW.Facebook.com/wayne.Gehring](https://www.facebook.com/wayne.Gehring). The post stated it was located near Deadwood, SD. Using a fictitious Facebook account, I contacted Wayne stating I was interested in the slot machine. He replied a short while later and said it was sold and no longer available. I requested I would pay more if he would keep it for me, but he offered another slot machine for sale.

He sent me a video of a "Emerald Rose" with a functioning slot machine. Some of the buttons were sticking and he said they needed work. He sent me a picture of the slot machine plate which provided the serial number and information for the slot machine. The manufacture date is May of 2003 with a serial number of 1261966. It is an IGT model # 96438300.

We set up that I would come to his home at Deadwood, SD 57732 on January 8<sup>th</sup>, 2026 and 1400 hours. I performed a Facebook preservation request on his Facebook account on January 8<sup>th</sup>, 2026 at approximately 1158 hours (Case #21319988).

I contacted Lawrence County Dispatch and found that Wayne was listed in their records. They ran his South Dakota drivers license and reviewing the picture, it matches the Facebook picture of the account. I took Wayne's information and reviewed it in our gaming system and found he has never been a Licensed Gaming Employee in the State of South Dakota.

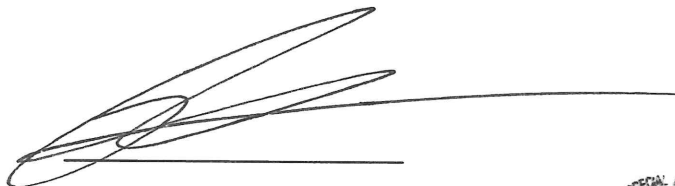
On January 8<sup>th</sup>, 2026, at approximately 1400 hours, Special Agent Randall and myself drove to Wayne's address. We wore plain clothes with our identification concealed. Our vehicle was not identified except for the South Dakota State Licenses plates showing it was a government vehicle with except tags.

Wayne welcomed us into his home and showed us to his garage where he had the slot machine which he had showed me on Facebook. He walked through it on how it works and advised everything worked the way it should. At this time, we identified ourselves as Special Agents with the South Dakota Commission on Gaming. I advised we would be seizing the slot machine, but would not be charging Wayne for the possession. I filled out a receipt of the seizure and provided the caselaw on the crime. I

also notified Wayne he would be getting a hearing notice in the mail which he would need to sign for.

SA Randall and I loaded the slot machine into our vehicle. I later placed the slot machine into our evidence room located at our office in Spearfish, SD. I took pictures of the slot machine and attached them to this case.

End of report.



Nick Allender  
Special Agent  
South Dakota Commission on Gaming



U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Deadwood: SD 57732

Certified Mail Fee \$5.30 \$ Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ 4.40 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00 <input type="checkbox"/> Adult Signature Required \$ 0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00	0783 05 Postmark Here  01/09/2026
Postage \$0.75 \$ Total Postage and Fees \$10.48	
Sent To <u>Wayne Gehring</u> Str City, State, ZIP+4 <u>Deadwood SD 57732</u>	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0002 1060 8585


**SENDER: COMPLETE THIS SECTION**

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wayne Gehring

Deadwood, SD 57732



9590 9402 7694 2122 1313 27

2. Article Number (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

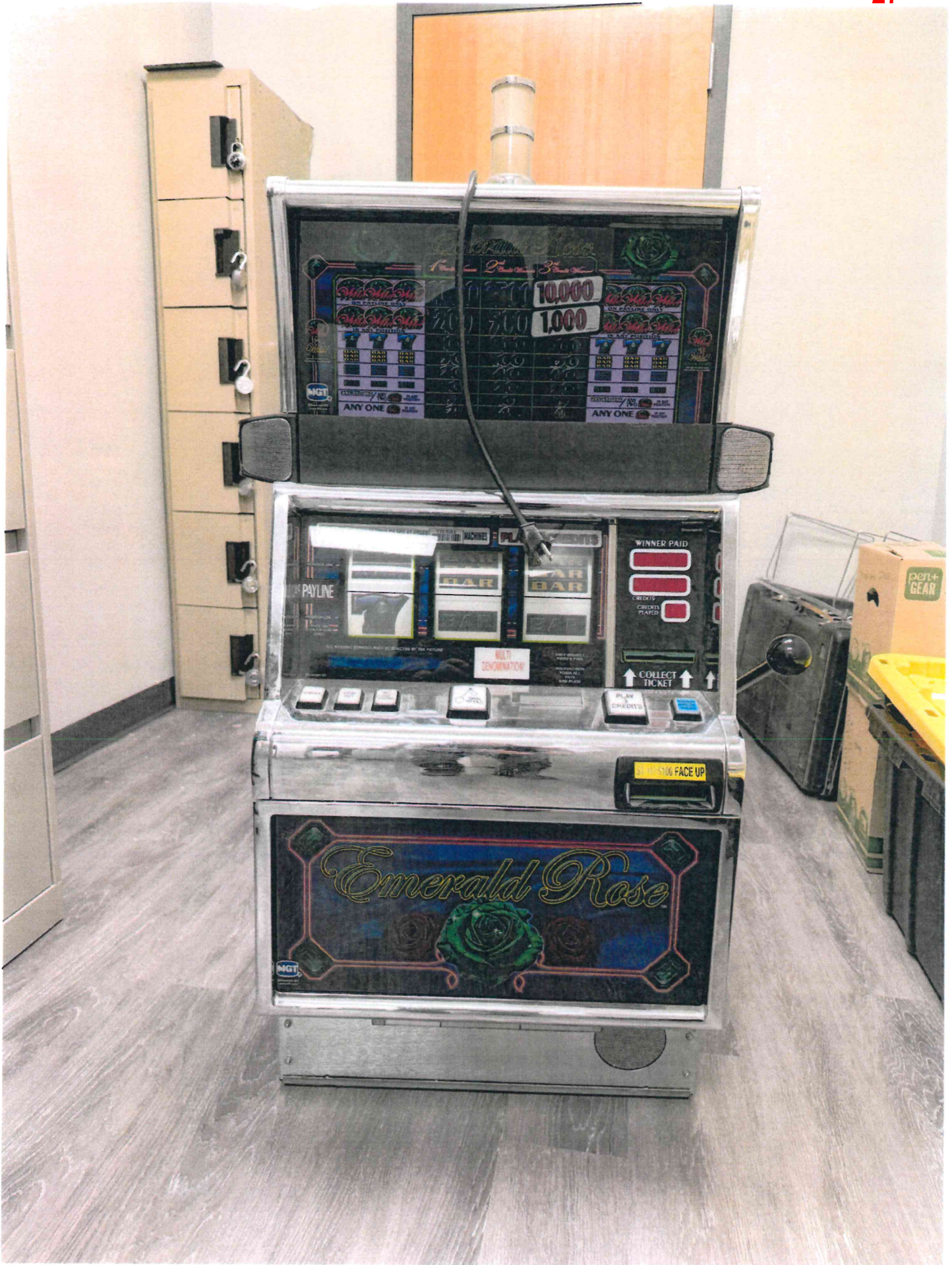
**A. Signature**  
 Agent  
 Addressee  
*Pam Gehring*

**B. Received by (Printed Name)** **C. Date of Delivery**  
 Pam Gehring 1/13/26

**D. Is delivery address different from item 1?**  Yes  
 If YES, enter delivery address below:  No

**3. Service Type**

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	





IGT 9295 PROTOTYPE DRIVE  
775/448/7777 RENO, NEVADA 89511 USA

SERIAL NUMBER  
**1251966**

DATE OF MFG: **5/03**

GAMING EQUIPMENT 120/230V 6/3A 50/60Hz  
FOR INDOOR USE ONLY

MODEL NO. **96438300** W/O NO. **100000101063**

THIS DEVICE COMPLIES WITH PART 15 OF THE FCC RULES. OPERATION IS SUBJECT TO THE FOLLOWING TWO CONDITIONS: (1) THIS DEVICE MAY NOT CAUSE HARMFUL INTERFERENCE, AND (2) THIS DEVICE MUST ACCEPT ANY INTERFERENCE RECEIVED, INCLUDING INTERFERENCE THAT MAY CAUSE UNDESired OPERATION. THIS MACHINE AND THE COMPONENTS CONTAINED THEREIN MAY BE COVERED BY ONE OR MORE OF THE FOLLOWING PATENTS:

80742, 120000, 142000, 204002, 504024, 509028, 647003, 630005, 690009, 704005, 705017, 706008, 708024, 0744706, 1658119, 1659121, 2072321, 2076001, 2170000, 2193003, 4440010, 4775504, 4890007, 4512550, 4517054, 4518001, 4524024, 4525627, 4583002, 4586712, 4592337, 4621814, 4636007, 4656057, 4659002, 4660023, 4683477, 4711052, 4837720, 4911010, 4940130, 4970302, 05010704, 05012012, 5050000, 5167571, 5265074, 5300104, 5300007, 5435770, 5405506, 5644704, 5670231, 5737410, 5759102, 5766076, 5769716, 5779310, 5780573, 5796300, 5803277, 5803453, 5833536, 5833537, 5851100, 5855515, 5885150, 5902903, 5910044, 5931731, 5947020, 5951207, 6000131, 6003052, 6027115, 19900254, 96/09501, 96/41115, 96/46310, 98/07112, 98/07113, 98/07115, 800/1654, 800/0151, 800/0507, 800/1363, 800/0004, 800/4436, 800/6615, 801/6054, 8421277, OTHER PATENTS PENDING.


 101 • 8000 PORTLAND DRIVE  
 770/444/7777 NEW, BOSTON 02107

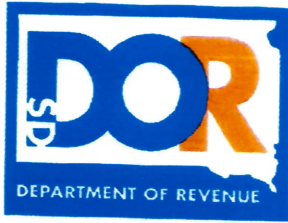
SERIAL NUMBER **1251966**

  
 DATE OF MFG. 5/91 1251966

GAMING EQUIPMENT 120V/60Hz 6/14 10/60Hz  
 OUR DEPENDABLE ENTERTAINMENT

**MODEL NO.** 96438300 **W/O NO.** 100000101063

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A WARRANTY AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE. THE POLICY COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS ARE SET FORTH IN THE POLICY. THE POLICY IS SUBJECT TO THE POLICY AND EXCLUSIONS. THE POLICY IS SUBJECT TO THE POLICY AND EXCLUSIONS. THE POLICY IS SUBJECT TO THE POLICY AND EXCLUSIONS.

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**NOTICE OF HEARING**

TO: Chad Gerdes

Madison, SD 57042

In the matter of :

- A sports book wager that you made which occurred at the Gold Dust Casino on April 10<sup>th</sup>, 2026, at 5:15 pm.

Notice is hereby given that a hearing will be held before the South Dakota Commission on Gaming on **June 23, 2026, at 9:00 AM** in the City Commission Chambers of Deadwood City Hall, located at 102 Sherman Street, Deadwood, SD 57732.

A hearing under ARSD 20:18:11:01, a person aggrieved by an action of the commission or the executive secretary has been requested. The purpose of this hearing is to review the information and investigation completed and determine the validity of the wager made on the San Francisco Giants vs Baltimore Orioles baseball game.

The hearing is held by the authority of ARSD 20:18:11:01

This hearing is an adversary proceeding. You have the right to be present, to be represented by a lawyer, to call witnesses to testify on their behalf, and to question witnesses who testify against them. These and other due process rights will be forfeited if they are not exercised at the hearing.

If the amount in the controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the case may require the Commission to use the Office of Hearing Examiners by giving notice to the Commission no later than ten days after service of this Notice of Hearing.

The decision of the Commission on Gaming may be appealed to the Circuit Court and the State Supreme Court as provided by law.

Dated at Spearfish, South Dakota, the 11<sup>th</sup> day of May 2026.

A handwritten signature in blue ink, appearing to read 'M. Heltzel', with a stylized flourish at the end.

Mark Heltzel  
Executive Secretary

You can participate in the hearing via Zoom. If you would send your email address to: [mark.heltzel@state.sd.us](mailto:mark.heltzel@state.sd.us) we will send you the link to the meeting once it has been created.

If you have questions or concerns about the process, please call The Commission's legal counsel, Mr. Doug Abraham, at 605-224-8803. Mr. Abraham will be able to assist you with the process and answer any questions you may have.

7022 1670 0002 1060 8714

## U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

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Return Receipt (hardcopy) \$

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Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$


Total Postage and Fees \$

Sent To: Chad Gerdes

City, State, ZIP+4®: Madison SD 57042

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">Chad Gerdes</p> <p style="margin-left: 20px;">Madison SD 57042</p> <div style="text-align: center;">  <p>9590 9402 7694 2122 1311 98</p> </div> <p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; margin-left: 20px;">7022 1670 0002 1060 8714</p>	<p>A. Signature</p> <p><input checked="" type="checkbox"/> <i>Chad Gerdes</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p style="margin-left: 20px;">Chad Gerdes <span style="float: right;">5/15/26</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)                 </td> <td style="vertical-align: top; border-left: 1px solid black;"> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery                 </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery		
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt		

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**NOTICE OF HEARING**

TO:

DBA Gold Dust Casino  
688 Main Street  
Deadwood, SD 57732

In the matter of :

- A sports book wager that was made at the Gold Dust Casino on April 10<sup>th</sup>, 2026, at 5:15 pm.

Notice is hereby given that a hearing will be held before the South Dakota Commission on Gaming on **June 23, 2026, at 9:00 AM** in the City Commission Chambers of Deadwood City Hall, located at 102 Sherman Street, Deadwood, SD 57732.

A hearing under ARSD 20:18:11:01, a person aggrieved by an action of the commission or the executive secretary has been requested. The purpose of this hearing is to review the information and investigation completed and determine the validity of the wager made on the San Francisco Giants vs Baltimore Orioles baseball game.

The hearing is held by the authority of ARSD 20:18:11:01

This hearing is an adversary proceeding. You have the right to be present, to be represented by a lawyer, to call witnesses to testify on their behalf, and to question witnesses who testify against them. These and other due process rights will be forfeited if they are not exercised at the hearing.

If the amount in the controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the case may require the Commission to use the Office of Hearing Examiners by giving notice to the Commission no later than ten days after service of this Notice of Hearing.

The decision of the Commission on Gaming may be appealed to the Circuit Court and the State Supreme Court as provided by law.

Dated at Spearfish, South Dakota, the 11<sup>th</sup> day of May 2026.

A handwritten signature in black ink, appearing to read 'M. Heltzel', with a stylized flourish at the end.

Mark Heltzel  
Executive Secretary

7022 1670 0002 1060 8721

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Deadwood SD 57732 SPEARFISH SD 57183

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

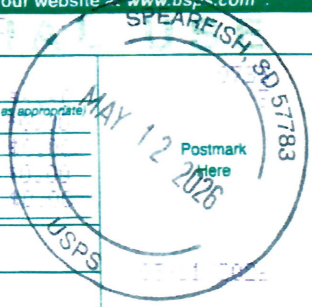
Postage \$

**Total Postage and Fees** \$

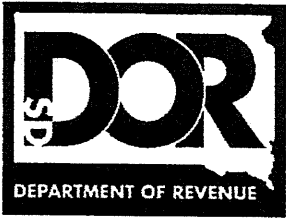
Sent To Gold Dust

City, State, ZIP+4®  
Deadwood SD 57732

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Tony Sisk</u></p> <p>C. Date of Delivery <u>5/13/26</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><u>Gold Dust</u> <u>Deadwood, SD 57732</u></p> <p>9590 9402 7694 2122 1311 81</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>7022 1670 0002 1060 8721</p>	



## SOUTH DAKOTA COMMISSION ON GAMING

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

### INCIDENT REPORT

**INCIDENT:** Dispute; Sportsbook

**INCIDENT NUMBER:** 26-04-029

**DATE OF INCIDENT:** 04/11/2026

**PLACE OF INCIDENT:** Gold Dust  
Deadwood, SD. 57772

**INVESTIGATING AGENT:** Jarle Randall

**DATE OF REPORT:** 04/11/2026

**PATRON:** Chad Gerdes  
Madison, SD 57042

**Licensee:** David Perfett  
License

Zack Edstrom  
License

#### NARRATIVE:

On 4/11/2026 I was contacted by Lawrence County Dispatch in reference to a dispute at the Gold Dust Casino. Upon arrival at the Gold Dust Casino, I spoke with the licensee Zack Edstrom License and Patron, Chad Gerdes. I was advised on 4/10/26 Chad had attempted to place a bet on the sportsbook kiosk in room five. Chad had issues getting his bet placed and contacted an attendant for assistance. The floor supervisor that assisted was David Perfett license. I was advised the bet was made and Chad had taken his ticket and left. Later this same evening Chad believed he had won and attempted to cash his winning ticket. Chad was then advised he had not won the bet. I was advised Chad was disputing this result, stating when David had assisted him with the bet it had not been placed correctly and if it had then Chad would have won. Chad had bet on the San Francisco Giants vs Baltimore Orioles baseball game. Chad advised he had wanted to make the bet as the Giants

would get a home run within the first five innings which they did. But according to the ticket the bet was made as the Giants would score a homerun within the first five innings but had to have a 4.5-point lead. The Giants did score the homerun but only had a 4-point lead, therefore the bet lost as the Giants did not have a 4.5-point lead. Chad disputed the loss stating it was David that had not entered the bet correctly. Chad stated he did not want the point lead on the bet. Chad also complained stating the law stated the casino was supposed to have someone on staff that knew how the kiosk system worked, and it was obvious to Chad that David did not know the system. Chad stated he had bet \$100.00 dollars and should have won \$200.00 dollars, and he would be fine if they just gave him in house credit. I looked at the ticket. The ticket did show "FIRST 5 INNINGS: 1H SF Giants OVER 4.5 +100 4/10/2026 17:15:00 FIRST 5 INNINGS".

I advised Chad, David came on duty later that afternoon and I would need to speak with him to get both sides. I later met with David and asked about the incident. David stated he had assisted Chad with placing a bet on the sports kiosk. David stated they both worked on the kiosk and setting Chads bet. Chad then placed the bet and took the ticket. David stated later Chad came in stating he had attempted to cash his ticket at 777's and he was told it was not a winning ticket but stated it should have been a winning ticket. David stated he checked the ticket, and it stated it was not a winning ticket. David stated he called ISI, the sportsbook company and the worker checked the bet and stated the stats on the game and stated the ticket was not a winning ticket and confirmed what was on the ticket as the bet. Again, showing the Giants did not have enough point lead for the bet to be valid. David and I then checked the surveillance camera and watched the sportsbook Kiosk. I watched as David walked up with Chad to the kiosk and started working the screen to make the bet. I observed both David and Chad pushing buttons on the screen and appeared to be discussing what they were doing. I watched as both would push buttons and point at the screen. I then observed Chad place his \$100.00 dollars into the kiosk and then hit the submit button.

I went back down to the kiosk and spoke with Chad. I advised Chad that based on the ticket, and after watching the video showing he was right there with David and was actually assisting with pushing buttons on the screen to make the bet showing he was assisting and should have been reviewing what he was doing himself. I advised Chad he had also been the one to place the money in the machine and pushed the submit himself. I advised Chad based on all this information backed by the surveillance video I would have to state the bet would have to stand. Chad became upset and stated he had asked David if that was the bet he wanted and stated David Shook his head up and down as if stating yes. Chad stated that was why he had placed the bet. I again advised Chad he was there assisting in the bet and accepted the results and placed the bet. Chad then stated if I had watched the video then the audio should verify what he was stating. I advised Chad the gaming floor cameras did not have audio, they were video only. David confirmed this. Chad became additionally upset stating when he had spoken with Zack, he was told they did have audio, and he felt David and I were not being honest and was lying to him. Chad then took out his phone and stated he wanted to record this conversation and asked if we could go somewhere quieter and have this conversation again so he could record it. I advised I was not going to go repeat this just so he could record it this time. Chad then pulled up a screen on his phone which was the administrative rules and started reading it off to us. He advised if he did not agree with the casino decision, he could contact the gaming commission and ask how he could do that. I advised Chad that's who I was, I was the Special Agent with the Commission on Gaming. Which I had done earlier when I first met Chad. Chad stated he felt he was right and asked what he could do not because he did not feel I was being honest with him and did not agree with my findings. I advised Chad I would write a report on the incident with my findings. I advised a letter would then be sent to him with those

findings. I advised if he still felt he did not agree there would be a procedure listed on the letter he could appeal the results. Chad was not happy with the result but then did leave the casino.

I did go back to the surveillance room and watched the video a second time to attempt to verify if I could see David moving his head up and down as if stating yes as Chad had stated. I watched the video several times and did not observe David move his head up and down. A copy of the video will be downloaded and placed in the case file. I asked David to complete a written statement on the events. That written statement will be placed in the case file when it is turned in. Photographs of the screen shots on the bet were taken and also placed into the file.

**END OF REPORT**



---

Jarle Randall

SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT  
SD COMMISSION ON GAMING

**SOUTH DAKOTA COMMISSION ON GAMING**  
Statement Form-Continued

I was called over to the Sportsbook kiosk to assist a customer, he already had a ticket he cashed out for cash and trying put it back in - which ~~was~~ won't work, they only take cash. He was trying to bet on a baseball game, we tapped different options that he could bet on, he chose one that had 1 homerun in 1<sup>st</sup> five innings, we both missed that it had to be a 4 1/2 point spread. He made the bet and went on his way. He came back about 1-2 hours later thought he won because there was a homerun, but the game wasn't thru the 5<sup>th</sup> inning yet so we couldn't check his ticket.

Later he came back from our 777 casino said they told him it wasn't a winner, ~~so~~ I checked it at the main casino (Gold Dust) and got the same result. I called the company ISI and had them check the bet, he said it wasn't a winner because it had to be a 4 1/2 point spread and was only a 4 point spread.

He apparently came in Saturday morning and talked Zack who then contacted Goral from Gaming Commission.

That afternoon Goral came in and talked to me about it and reviewed surveillance, the customer did push submit bet. He then explained to customer about the transaction and why it wasn't a winner.

David J. Jett

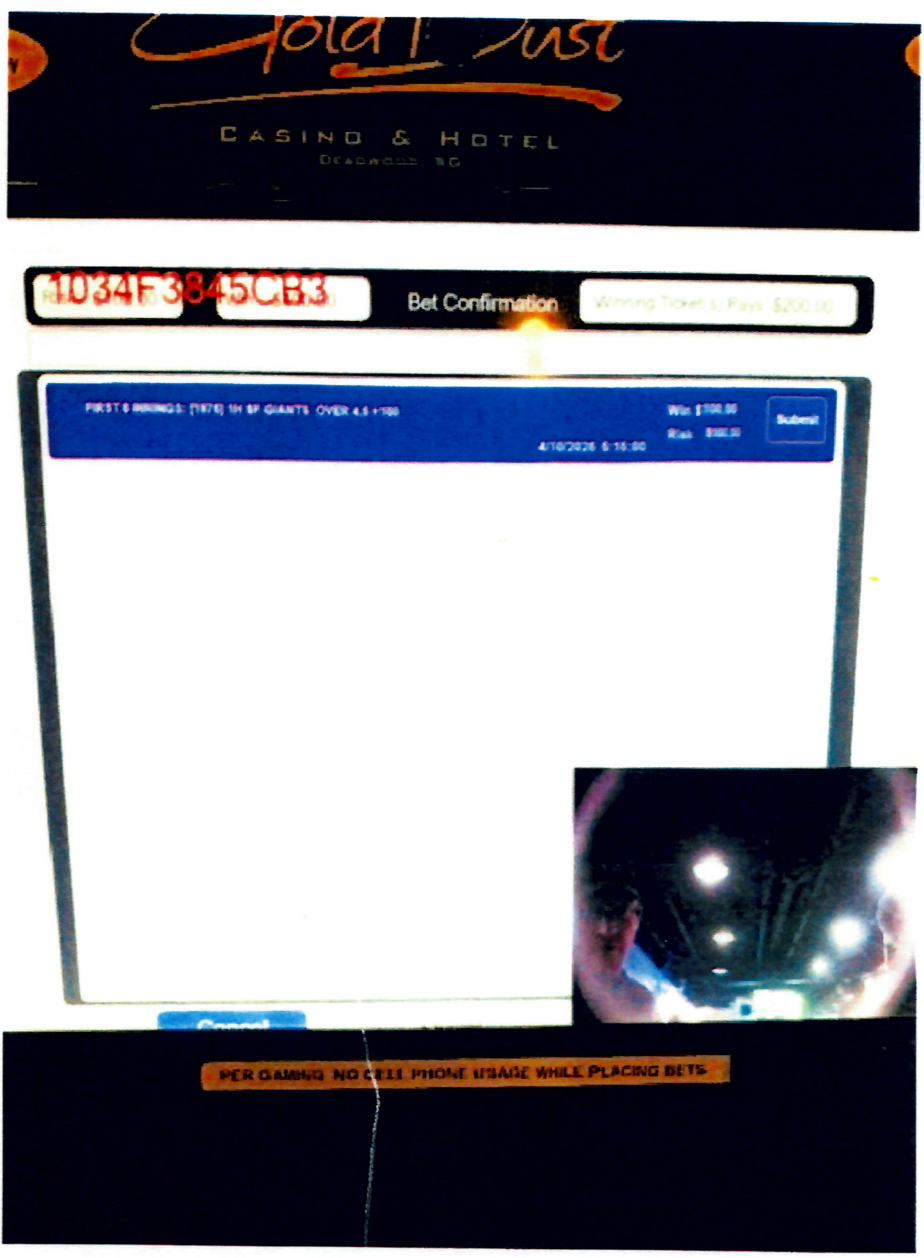
Floor Supervisor

Gold Dust 4-12-26

**Randall, Jarle**

---

**From:** Randall, Jarle  
**Sent:** Sunday, April 12, 2026 4:45 PM  
**To:** Randall, Jarle  
**Subject:** Dispute



Transactions

4/12/26 14:46:21(MDT) DDW-K1-GLD

4/12/26 00:11:52(MDT) Ticket Print 10

XXXXX

Ticket Details

XXXXXXXXXX27F7

Status: Won

Risk: 100.00

RiskTax: 0.00

Purchase Price: 100.00

Win: 71.43

WinTax: 0.00

Issue Date: 4/10/2026 7:24:46 PM

Location: DDW-GLD

Issue Terminal: DDW-K1-GLD

BetType: Straight

Expiration Date: 4/10/2027

SettledDate: 4/10/2026 10:55:30 PM

PaidDate: 4/11/2026 1:30:16 PM

AmountPaid: 171.43

Paid Terminal: DDW-C1-GLD

[978] STL CARDINALS +1.5 -140

4/10/2026 8:15:00 PM

Graded: Won

VScore: 2 HScore: 3

OK

04/08/26 18:52:13(MDT) Ticket Print 10.00

XXXXXXXXXX

5 00:11:32(MDT) 10.00 credited XXXXXXXX5D  
 6 14:13:01(MDT) DDW-K1-GLD  
 6 11:24:59(MDT) DDW-K1-GLD  
 16 11:21:16(MDT) DDW-K1-GLD  
 26 11:00:50(MDT) DDW-K1-GLD  
 26 10:25:11(MDT) Ticket RePrint 100.00  
 26 10:24:45(MDT) DDW-K1-GLD XXXXXXXX5CB  
 26 17:24:47(MDT) Ticket Print 100.00 XXXXXXXX27F  
**26 17:24:43(MDT) 100.00 credited**  
 26 17:06:37(MDT) Ticket Print 100.00 XXXXXXXX5CB

04/10/26 17:24.43(MDT)  
 Bills In  
 100.00 credited  
 Amount In Kiosk 100

OK

04/08/26 17:35:31(MDT) 100.00 credited XXXXXXXX3888  
 1/08/26 16:35:46(MDT) Ticket Print 100.00 XXXXXXXX7624  
 4/08/26 16:35:17(MDT) Ticket Print 100.00  
 4/08/26 16:35:17(MDT) 100.00 credited XXXXXXXX468E  
 4/08/26 16:34:58(MDT) 100.00 credited XXXXXXXX4638  
 04/08/26 10:55:06(MDT) Ticket Print 10  
 04/08/26 10:55:01(MDT) 10.00 credited  
 04/08/26 10:53:46(MDT) Ticket Print 21.00  
 04/08/26 10:53:37(MDT) 1.00 credited XXXXXXXX4C9E  
 04/08/26 10:53:31(MDT) 20.00 credited  
 04/08/26 10:52:13(MDT) Ticket Print 30.00

PER GAMING NO CELL PHONE USAGE WHILE PLACING BETS

All Transactions

04/12/26 14:46:21(MDT) DDW-K1-GLD Cu  
 04/12/26 00:11:52(MDT) Ticket Print 10 XXXXXXXXSOBA Cu  
 04/12/26 00:11:32(MDT) 10.00 credited Cu  
 04/12/26 14:13:01(MDT) DDW-K1-GLD Cu

Ticket Details

XXXXXXXXX5CB3  
 Status Lost  
 Risk 100.00  
 RiskTax 0.00  
 Purchase Price 100.00  
 Win 0.00  
 WinTax 0.00  
 IssueDate: 4/10/2026 7:06:37 PM  
 Location: DDW-GLD  
 Issue Terminal: DDW-K1-GLD  
 BetType: Straight  
 Expiration Date: 4/10/2027  
 SettledDate: 4/10/2026 9:05:01 PM  
  
 FIRST 5 INNINGS: [1975] 1H SF GIANTS OVER 4.5 +100  
 4/10/2026 7:15:00 PM  
 Graded: Lost  
 VScore: 3 HScore: 1

OK

04/08/26 10:51:47(MDT) 1.00 credited  
 04/08/26 10:53:31(MDT) 20.00 credited  
 04/08/26 10:52:13(MDT) Ticket Print 10.00 XXXXXXXXSOBA Cu

PER GAMING NO CELL PHONE USAGE WHILE PLACING BETS

Sent from my iPhone

INSERT THIS SIDE UP

REPRINT

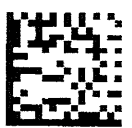
1034F3845CB3  
 TICKET COST: USD \$100.00  
 TO WIN: \$100.00  
 TO COLLECT: \$200.00

Straight

FIRST 5 INNINGS: 1975 H SF GIANTS OVER 4.5 \*100  
 4/10/2026 17:15:00 FIRST 5 INNINGS

26 14:47:59

DOW-K1-GLD



688 Main St  
 INSERT THIS SIDE UP  
 1034F3845CB3

INSERT THIS SIDE UP

REPRINT

1034F3845CB3  
 TICKET COST: USD \$100.00  
 TO WIN: \$100.00  
 TO COLLECT: \$200.00

Straight

FIRST 5 INNINGS: 1975 H SF GIANTS OVER 4.5 \*100  
 4/10/2026 17:15:00 FIRST 5 INNINGS

26 11:25:11

DOW-K1-GLD



688 Main St  
 INSERT THIS SIDE UP  
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**SOUTH DAKOTA COMMISSION ON GAMING**

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

Chad Gerdes

April 16, 2026

Madison, SD 57042

Mr. Gerdes,

This letter is in reference to the dispute you had with improper assistance and bet on the sportsbook kiosk at the Gold Dust Casino. You advised you had issues placing a bet on the sportsbook kiosk. You advised you contacted an attendant for assistance with placing the bet on the kiosk. With assistance from the attendant, you were able to place your bet. You advised when you felt you had won the bet placed, you attempted to cash in the ticket. That's when you were advised it was not a winning ticket. You then made a dispute and asked for a gaming agent stating the attendant did not place the correct bet.

After reviewing the agent's report, video surveillance, witness statements, and the steps taken during the investigation, it was discovered the attendant/floor supervisor had assisted you in placing the bet. It was observed on video surveillance, both you and the attendant/floor supervisor had reviewed and pushed buttons on the screen to set the wager. At the conclusion you had placed your cash into the machine and pushed the submit button yourself. Accepting the wager made. Based on these findings Special Agent Randall found the wager was valid.

Upholding the integrity of gaming in Deadwood is our priority and we will always investigate any complaints brought to our attention.

If you have any other questions regarding this complaint, please contact Special Agent Jarle Randall at the address and phone number above.

Sincerely,

**Mark Heltzel**

EXECUTIVE SECRETARY  
SD COMMISSION ON GAMING

MH:JR

**20:18:11:01. Petition for hearing.** A person aggrieved by an action of the commission or the executive secretary that was taken without a hearing may, within 30 days following the date of the action, petition the commission for a hearing. The hearing must be held at a time and place convenient for the commission and the petitioner. The hearing is a contested case.

A petition for hearing should be mailed to: Executive Secretary  
South Dakota Commission on Gaming  
221 W. Capitol, Suite 101  
Pierre, SD 57501

MT Series

This letter is in reference to the dispute you had with improper assistance and bet on the sportsbook kiosk at the Gold Dust Casino. You advised you had issues placing a bet on the sportsbook kiosk. You advised you contacted an attendant for assistance with placing the bet on the kiosk. With assistance from the attendant, you were able to place your bet. You advised when you felt you had won the bet placed, you attempted to cash in the ticket. That's when you were advised it was not a winning ticket. You then made a dispute and asked for a gaming agent stating the attendant did not place the correct bet.

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Sincerely,



**Mark Heltzel**  
EXECUTIVE SECRETARY  
SD COMMISSION ON GAMING

*I would like to file a  
Petition for a hearing*

MH:JR

**20:18:11-01. Petition for hearing.** A person aggrieved by an action of the commission or the executive secretary that was taken without a hearing may, within 30 days following the date of the action, petition the commission for a hearing. The hearing must be held at a time and place determined by the commission.

**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 Classification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version ~~19-0~~ 19.1 dated ~~May~~ December 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 or owner-trainer of the horse receives:
  - (a) A fine of up to five hundred dollars; and
  - (b) A suspended or revoked license;
- (4) The horse is suspended from racing for a period equal to any suspension given to the horse's trainer or owner-trainer for the same incident; and
- (5) In a claiming race, if the urine, saliva, or blood specimen is from a claimed horse, the stewards at their discretion may void the claim.

Each time a trainer or an owner-trainer has been fined or has had a license suspended or revoked 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 in horse racing 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; 51 SDR 16, effective August 18, 2024; 52 SDR 25, effective September 10, 2025.

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

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

**References:** Association of Racing Commissioners International (ARCI), ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December 2020, and Uniform Classification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version ~~19.0~~ 19.1 dated ~~May~~ December 2025. Copies of both documents may be obtained from the ARCI website at [www.arci.com](http://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 Classification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version ~~19-0~~ 19.1 dated ~~May~~ December 2025, may only be used under the following conditions:

- (1) A licensed veterinarian administers 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, are not 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; 52 SDR 25, effective September 10, 2025.

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

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

**References:** Association of Racing Commissioners International (ARCI), ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December 2020 and Uniform Classification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version ~~19.0~~ 19.1 dated ~~May~~ December 2025. Copies of both documents may be obtained from the ARCI website at [www.arci.com](http://www.arci.com) free of charge.

## CHAPTER 20:18:16

## POKER

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**Declaratory Ruling:**

The table game known as Casino War meets the definition of poker pursuant to SDCL 42-7B-4(18) and is an authorized variation of the game of poker pursuant to that statute and that the game may be played in Deadwood provided that a licensee requests approval of the rules for the play of the game and that the rules are legally promulgated and adopted. South Dakota Commission on Gaming Declaratory Ruling dated April 6, 2006.

20:18:16:15.25 Variations of the play -- Three Card Prime Three Card Prime is a house-banked, poker-based card game played with a standard 52-card deck. The object of the game is for the player to have a higher ranking three-card poker hand than the dealer. Three Card Prime also contains optional bonus wagers that are not dependent on the base game's outcome. Three Card Prime is played according to the following rules:

- (1) Standard, 52-Card deck used.
- (2) To begin, each player must place an Ante wager and may place any available optional bonus wagers.
- (3) Each player and the dealer receive three cards.
- (4) After the player examines their hand, the player must decide whether to fold, and lose their Ante wager, or make a Play wager equal to their Ante. If the player folds, their hand is still used to determine the outcome of any bonus wagers made.
- (5) After all players have acted on their hands, the dealer reveals their hand to compare against each player's hand. The dealer qualifies with a Queen-high or better.
- (6) If the dealer qualifies and:
  - (a) The player beats the dealer, the Ante and Play wagers win and pay 1 to 1.
  - (b) The player ties the dealer, the Ante and Play wagers push.
  - (c) The player loses to the dealer, the Ante and Play wagers lose.
- (7) If the dealer does not qualify, the Ante wager wins and pays 1 to 1 and the Play wager pushes, regardless of the player's hand.
- (8) Regardless of the outcome of the Ante and Play wagers, each player (that has placed a Play wager) is eligible to receive an Ante Bonus pay, in addition to any other applicable Ante

and Play pays, based on their hand and is paid according to the corresponding pay table below. All pays are “to 1”:

Ante Bonus Pay Table

<u>Hand</u>	<u>PT-FLT-TCPR-AB-01</u>
<u>Straight Flush</u>	<u>5</u>
<u>Three-of-a-Kind</u>	<u>4</u>
<u>Straight</u>	<u>1</u>

- (9) Three Card Prime also contains optional bonus wagers that are not dependent on the base game’s outcome.
- (10) Operators choose which optional bonus wager(s) they will offer and set all minimum and maximum wagering limits, all following bonus wager(s) are won according to the following rules:

- (a) Prime -- Players win if the three cards in their hand are the same color (red or black). The payout is larger if the dealer’s three cards are the same color as the player’s three cards, as shown on the corresponding pay table(s) below. All pays are “to 1”:

Prime Pay Table

<u>Winning Event</u>	<u>PT-FLT-TCPR-PM-01</u>
<u>Same Color Player and Dealer Hands</u>	<u>4</u>
<u>Same Color Player Hand</u>	<u>3</u>

- (b) Pair Bonus -- Players win if their three-card hand achieves a winning event as shown on the corresponding pay table(s) below. All pays are “to 1”:

Pair Bonus Pay Table

<u>Hand</u>	<u>PT- FLT- TCPR- PB-02</u>	<u>PT- FLT- TCPR- PB-03</u>	<u>PT- FLT- TCPR- PB-04</u>	<u>PT- FLT- TCPR- PB-05</u>	<u>PT- FLT- TCPR- PB-06</u>
<u>Mini-Royal Flush</u>	<u>40</u>	<u>35</u>	<u>50</u>	<u>40</u>	<u>100</u>
<u>Straight Flush</u>	<u>40</u>	<u>35</u>	<u>50</u>	<u>40</u>	<u>50</u>
<u>Three-of-a-Kind</u>	<u>30</u>	<u>33</u>	<u>30</u>	<u>30</u>	<u>25</u>
<u>Straight</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>
<u>Flush</u>	<u>4</u>	<u>4</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>Pair</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

- (c) All-Six -- Players win if their six-card hand, formed by combining the player's three cards with the dealer's three cards, achieves a winning event as shown on the corresponding pay table(s) below. All pays are "to 1":

All-Six Pay Table

<u>Hand</u>	<u>PT-FLT- A6-01</u>	<u>PT- FLT- A6-02</u>	<u>PT- FLT- A6-03</u>	<u>PT- FLT- A6-04</u>	<u>PT- FLT- A6-05</u>
<u>Six-Card Royal Flush (Suit Specific)</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>200,000</u>
<u>Six-Card Royal Flush (Other)</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>20,000</u>
<u>Five-Card Royal Flush</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
<u>Five-Card Straight Flush</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>200</u>
<u>Four-of-a-Kind</u>	<u>50</u>	<u>50</u>	<u>100</u>	<u>100</u>	<u>50</u>
<u>Full House</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>20</u>	<u>20</u>
<u>Five-Card Flush</u>	<u>20</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>
<u>Five-Card Straight</u>	<u>10</u>	<u>10</u>	<u>9</u>	<u>10</u>	<u>10</u>
<u>Three-of-a-Kind</u>	<u>5</u>	<u>5</u>	<u>8</u>	<u>7</u>	<u>5</u>

- (d) Mini-Royal Progressive -- Players win if their three-card hand achieves a winning event as shown on the corresponding payable(s) below. All pays are "for 1" and the progressive wager is not returned:

Mini-Royal Progressive Pay Table

<u>Hand</u>	<u>PT-BJS-TCPR-MR-01</u>	<u>PT-BJS-TCPR-MR-E01</u>		<u>PT-BJS-TCPR-MR-E02</u>	
	<u>Pays</u>	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>
<u>Mini-Royal Flush (Suit Specific)</u>	<u>100%</u>	<u>100%</u>	<u>\$100</u>	<u>100%</u>	<u>\$100</u>
<u>Mini-Royal Flush (Other)</u>	<u>\$500</u>	<u>\$500</u>	<u>\$25</u>	<u>\$500</u>	<u>\$25</u>
<u>Straight Flush</u>	<u>\$75</u>	<u>\$100</u>	<u>=</u>	<u>\$70</u>	<u>=</u>
<u>Three-of-a-Kind</u>	<u>\$50</u>	<u>\$90</u>	<u>=</u>	<u>\$60</u>	<u>=</u>
<u>Straight</u>	<u>\$5</u>	<u>Loss</u>	<u>=</u>	<u>\$6</u>	<u>=</u>

- (e) Mini-Royal Dynamic Progressive -- Players win if their three-card hand achieves a winning event as shown on the corresponding pay table(s) below. All pays are “for 1” and the progressive wager is not returned. In addition, for the applicable dynamic progressive payable option, each round, one to three of the four fixed-pays will be randomly selected, and their default pays will be replaced with one of their ten Dynamic Pay options. The Dynamic Pays will be reset to default after each round:

Mini-Royal Dynamic Progressive Pay Table

<u>Hand</u>	<u>PT-PRG-TCPR-MR-D01</u>										
	<u>Default Pays</u>	<u>Dynamic Pays</u>									
<u>Mini Royal Flush (Suit Specific)</u>	<u>100%</u>										
<u>Mini Royal Flush (Suited)</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>	<u>\$600</u>	<u>\$800</u>	<u>\$1000</u>	<u>\$1200</u>	<u>\$1400</u>	<u>\$1600</u>	<u>\$1800</u>	<u>\$2000</u>
<u>Straight Flush</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$60</u>	<u>\$80</u>	<u>\$100</u>	<u>\$120</u>	<u>\$140</u>	<u>\$160</u>	<u>\$180</u>	<u>\$200</u>
<u>Three-of-a-Kind</u>	<u>\$10</u>	<u>\$15</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>	<u>\$60</u>	<u>\$70</u>	<u>\$80</u>	<u>\$90</u>	<u>\$100</u>
<u>Straight</u>	<u>\$2</u>	<u>\$3</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$10</u>	<u>\$12</u>	<u>\$14</u>	<u>\$16</u>	<u>\$18</u>	<u>\$20</u>

- (f) 5-Card Royal Progressive -- Players win if the initial six cards dealt (player and dealer 3-card hand) achieves a winning event as shown on the corresponding

paytable(s) below. All pays are “for 1” and the progressive wager is not returned. In addition, for the PT-PRG-TCP-5RF-D01a/b dynamic progressive payable option, each round, one to three of the four fixed-pays will be randomly selected, and their default pays will be replaced with one of their ten Dynamic Pay options. The Dynamic Pays will be reset to default after each round:

<u>Hand</u>	<u>PT-PRG-TCP-5RF-01</u>	<u>PT-PRG-TCP-5RF-02</u>
	<u>Pays</u>	<u>Pays</u>
<u>5-Card Royal Flush</u>	<u>100%</u>	<u>100%</u>
<u>Mini-Royal (Diamonds)</u>	<u>\$1000</u>	<u>\$1000</u>
<u>Mini-Royal (Other)</u>	<u>\$500</u>	<u>\$750</u>
<u>Straight Flush</u>	<u>\$75</u>	<u>\$100</u>
<u>Three-of-a-Kind</u>	<u>\$50</u>	<u>\$75</u>
<u>Straight</u>	<u>\$5</u>	<u>-</u>

<u>Hand</u>	<u>PT-PRG-TCP-5RF-D01a/b</u>										
	<u>Default Pays</u>	<u>Dynamic Pays</u>									
<u>5-Card Royal Flush</u>	<u>100%</u>										
<u>Mini Royal</u>	<u>\$150</u>	<u>\$225</u>	<u>\$300</u>	<u>\$450</u>	<u>\$600</u>	<u>\$750</u>	<u>\$900</u>	<u>\$1050</u>	<u>\$1200</u>	<u>\$1350</u>	<u>\$1500</u>
<u>Straight Flush</u>	<u>\$25</u>	<u>\$38</u>	<u>\$50</u>	<u>\$75</u>	<u>\$100</u>	<u>\$125</u>	<u>\$150</u>	<u>\$175</u>	<u>\$200</u>	<u>\$225</u>	<u>\$250</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$60</u>	<u>\$80</u>	<u>\$100</u>	<u>\$120</u>	<u>\$140</u>	<u>\$160</u>	<u>\$180</u>	<u>\$200</u>
<u>Straight</u>	<u>\$2</u>	<u>\$3</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$10</u>	<u>\$12</u>	<u>\$14</u>	<u>\$16</u>	<u>\$18</u>	<u>\$20</u>

- (g) Five-Card Linked Progressive -- Players win if their 5-card hand, using the player’s three-card hand and two pre-determined dealer cards or the separate drawn two Five-Card Linked Progressive community cards, achieves a winning event based on the following payable(s) below. All pays are “for 1” and the progressive wager is not returned. In addition, for the applicable dynamic progressive payable options

(D01 and D02), each round, a minimum of one to a max of one less than the max amount of fixed-pay hands will be randomly selected, and their default pays will be replaced with one of their ten Dynamic Pay options. The Dynamic Pays will be reset to default after each round:

- i. This progressive can be used: as a standalone jackpot, to link jackpots between multiple Three Card Prime tables, and to link jackpots between Three Card Prime and other approved games that contain the Five Card Linked Progressive.

<u>Hand</u>	<u>PT- BJS- 5CL-01</u>	<u>PT- BJS- 5CL-02</u>	<u>PT- BJS- 5CL-03</u>	<u>PT- BJS- 5CL-04</u>	<u>PT- BJS- 5CL-05</u>	<u>PT- BJS- 5CL-09</u>	<u>PT- BJS- 5CL-10</u>
<u>Royal Flush</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>-</u>	<u>100%</u>	<u>-</u>
<u>Straight Flush</u>	<u>\$1,500</u>	<u>\$2,500</u>	<u>\$1,000</u>	<u>\$2,000</u>	<u>100%</u>	<u>\$1,500</u>	<u>100%</u>
<u>Four-of-a-Kind</u>	<u>\$250</u>	<u>\$250</u>	<u>\$200</u>	<u>\$250</u>	<u>\$250</u>	<u>\$250</u>	<u>\$200</u>
<u>Full House</u>	<u>\$100</u>	<u>\$100</u>	<u>\$100</u>	<u>\$75</u>	<u>\$75</u>	<u>\$75</u>	<u>\$75</u>
<u>Flush</u>	<u>\$50</u>	<u>\$50</u>	<u>\$75</u>	<u>\$50</u>	<u>\$50</u>	<u>\$50</u>	<u>\$50</u>
<u>Straight</u>	<u>\$25</u>	<u>\$25</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>	<u>\$30</u>
<u>Three-of-a-Kind</u>	<u>\$5</u>	<u>\$5</u>	<u>\$5</u>	<u>\$5</u>	<u>\$5</u>	<u>\$10</u>	<u>\$5</u>
<u>Two Pair</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$3</u>	<u>N/A</u>	<u>\$3</u>

<u>Hand</u>	<u>PT- BJS- 5CL-06</u>	<u>PT- BJS- 5CL-07</u>	<u>PT- BJS- 5CL-08</u>	<u>PT- BJS- 5CL-11</u>
<u>5-Card Royal Flush</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
<u>5-Card Straight Flush</u>	<u>\$500</u>	<u>\$1,000</u>	<u>\$2,500</u>	<u>\$500</u>
<u>4-Card Straight Flush</u>	<u>\$200</u>	<u>\$200</u>	<u>\$150</u>	<u>\$200</u>
<u>5-Card Flush</u>	<u>\$50</u>	<u>\$50</u>	<u>\$75</u>	<u>\$75</u>
<u>4-Card Flush</u>	<u>\$5</u>	<u>\$5</u>	<u>\$5</u>	<u>\$5</u>

<u>Hand</u>	<u>PT-BJS- 5CL-12</u>	<u>PT- BJS- 5CL-13</u>	<u>PT- BJS- 5CL-14</u>	<u>PT- BJS- 5CL-15</u>
<u>Royal Flush</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
<u>Straight Flush</u>	<u>\$2,000</u>	<u>\$2,500</u>	<u>\$2,000</u>	<u>10%</u>
<u>Four-of-a-Kind</u>	<u>\$250</u>	<u>\$250</u>	<u>\$300</u>	<u>\$300</u>

<u>Full House</u>	<u>\$75</u>	<u>\$100</u>	<u>\$50</u>	<u>\$50</u>
<u>Flush</u>	<u>\$50</u>	<u>\$50</u>	<u>\$40</u>	<u>\$40</u>
<u>Straight</u>	<u>\$25</u>	<u>\$20</u>	<u>\$30</u>	<u>\$30</u>
<u>Three-of-a-Kind</u>	<u>\$5</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>
<u>Two Pair</u>	<u>\$2</u>	<u>Loss</u>	<u>Loss</u>	<u>Loss</u>

<u>Hand</u>	<u>PT-BJS-5CL-E01</u>		<u>PT-BJS-5CL-E02</u>		<u>PT-BJS-5CL-E03</u>	
	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>
<u>Royal Flush</u>	<u>100%</u>	<u>\$1,000</u>	<u>100%</u>	<u>\$5,000</u>	<u>100%</u>	<u>\$1,000</u>
<u>Straight Flush</u>	<u>10%</u>	<u>\$300</u>	<u>10%</u>	<u>\$1,500</u>	<u>10%</u>	<u>\$250</u>
<u>Four-of-a-Kind</u>	<u>\$300</u>	<u>-</u>	<u>\$300</u>	<u>-</u>	<u>\$250</u>	<u>-</u>
<u>Full House</u>	<u>\$50</u>	<u>-</u>	<u>\$50</u>	<u>-</u>	<u>\$75</u>	<u>-</u>
<u>Flush</u>	<u>\$40</u>	<u>-</u>	<u>\$40</u>	<u>-</u>	<u>\$50</u>	<u>-</u>
<u>Straight</u>	<u>\$30</u>	<u>-</u>	<u>\$30</u>	<u>-</u>	<u>\$25</u>	<u>-</u>
<u>Three-of-a-Kind</u>	<u>\$9</u>	<u>-</u>	<u>\$9</u>	<u>-</u>	<u>\$10</u>	<u>-</u>

<u>Hand</u>	<u>PT-PRG-5CL-TTP-01</u>	<u>PT-PRG-5CL-TTP-E01</u>		<u>PT-PRG-5CL-TTP-E02</u>	
	<u>Pays</u>	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>
<u>Royal Flush</u>	<u>100% Lv.1</u>	<u>100% Lv.1</u>	<u>\$1.00</u> <u>0</u>	<u>100% Lv.1</u>	<u>\$1.00</u> <u>0</u>
<u>Straight Flush</u>	<u>100% Lv. 2</u>	<u>100% Lv. 2</u>	<u>\$300</u>	<u>100% Lv. 2</u>	<u>\$300</u>
<u>Four-of-a-Kind</u>	<u>\$300</u>	<u>\$300</u>	<u>-</u>	<u>100% Lv. 3</u>	<u>-</u>
<u>Full House</u>	<u>\$50</u>	<u>\$50</u>	<u>-</u>	<u>\$50</u>	<u>-</u>
<u>Flush</u>	<u>\$40</u>	<u>\$40</u>	<u>-</u>	<u>\$40</u>	<u>-</u>
<u>Straight</u>	<u>\$30</u>	<u>\$30</u>	<u>-</u>	<u>\$30</u>	<u>-</u>
<u>Three-of-a-Kind</u>	<u>\$10</u>	<u>\$9</u>	<u>-</u>	<u>\$10</u>	<u>-</u>

<u>Hand</u>	<u>PT-PRG-5CL-TTP-E03</u>		<u>PT-PRG-5CL-TTP-E04</u>	
	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>
<u>Royal Flush (Suit Specific)</u>	<u>100% Lv.1</u>	<u>\$1.00</u> <u>0</u>	<u>100% Lv.1</u>	<u>\$1.00</u> <u>0</u>

<u>Royal Flush</u>	<u>100% Lv. 2</u>	<u>\$400</u>	<u>100% Lv. 2</u>	<u>\$400</u>
<u>Straight Flush</u>	<u>100% Lv. 3</u>	<u>\$200</u>	<u>100% Lv. 3</u>	<u>\$200</u>
<u>Four-of-a-Kind</u>	<u>\$300</u>	<u>-</u>	<u>\$300</u>	<u>-</u>
<u>Full House</u>	<u>\$50</u>	<u>-</u>	<u>\$100</u>	<u>-</u>
<u>Flush</u>	<u>\$40</u>	<u>-</u>	<u>\$50</u>	<u>-</u>
<u>Straight</u>	<u>\$30</u>	<u>-</u>	<u>\$25</u>	<u>-</u>
<u>Three-of-a-Kind</u>	<u>Loss</u>	<u>-</u>	<u>\$5</u>	<u>-</u>

<u>Hand</u>	<u>PT-BJS-5CL-D01</u>										
	<u>Default Pays</u>	<u>Dynamic Pays</u>									
<u>Royal Flush</u>	<u>100%</u>	<u>-</u>									
<u>Straight Flush</u>	<u>\$500</u>	<u>\$750</u>	<u>\$1000</u>	<u>\$1500</u>	<u>\$2000</u>	<u>\$2500</u>	<u>\$3000</u>	<u>\$3500</u>	<u>\$4000</u>	<u>\$4500</u>	<u>\$5000</u>
<u>Four-of-a-Kind</u>	<u>\$100</u>	<u>\$150</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>	<u>\$1000</u>
<u>Full House</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$60</u>	<u>\$80</u>	<u>\$100</u>	<u>\$120</u>	<u>\$140</u>	<u>\$160</u>	<u>\$180</u>	<u>\$200</u>
<u>Flush</u>	<u>\$10</u>	<u>\$15</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>	<u>\$60</u>	<u>\$70</u>	<u>\$80</u>	<u>\$90</u>	<u>\$100</u>
<u>Straight</u>	<u>\$6</u>	<u>\$9</u>	<u>\$12</u>	<u>\$18</u>	<u>\$24</u>	<u>\$30</u>	<u>\$36</u>	<u>\$42</u>	<u>\$48</u>	<u>\$54</u>	<u>\$60</u>
<u>Three-of-a-Kind</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$12</u>	<u>\$16</u>	<u>\$20</u>	<u>\$24</u>	<u>\$28</u>	<u>\$32</u>	<u>\$36</u>	<u>\$40</u>

<u>Hand</u>	<u>PT-BJS-5CL-D02</u>										
	<u>Default Pays</u>	<u>Dynamic Pays</u>									
<u>Royal Flush</u>	<u>100%</u>	<u>-</u>									
<u>Straight Flush</u>	<u>\$500</u>	<u>\$750</u>	<u>\$1000</u>	<u>\$1500</u>	<u>\$2000</u>	<u>\$2500</u>	<u>\$3000</u>	<u>\$3500</u>	<u>\$4000</u>	<u>\$4500</u>	<u>\$5000</u>
<u>Four-of-a-Kind</u>	<u>\$50</u>	<u>\$75</u>	<u>\$100</u>	<u>\$150</u>	<u>\$200</u>	<u>\$250</u>	<u>\$300</u>	<u>\$350</u>	<u>\$400</u>	<u>\$450</u>	<u>\$500</u>
<u>Full House</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$60</u>	<u>\$80</u>	<u>\$100</u>	<u>\$120</u>	<u>\$140</u>	<u>\$160</u>	<u>\$180</u>	<u>\$200</u>
<u>Flush</u>	<u>\$10</u>	<u>\$15</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>	<u>\$60</u>	<u>\$70</u>	<u>\$80</u>	<u>\$90</u>	<u>\$100</u>
<u>Straight</u>	<u>\$6</u>	<u>\$9</u>	<u>\$12</u>	<u>\$18</u>	<u>\$24</u>	<u>\$30</u>	<u>\$36</u>	<u>\$42</u>	<u>\$48</u>	<u>\$54</u>	<u>\$60</u>
<u>Three-of-a-Kind</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$12</u>	<u>\$16</u>	<u>\$20</u>	<u>\$24</u>	<u>\$28</u>	<u>\$32</u>	<u>\$36</u>	<u>\$40</u>

- (h) Seven-Card Stud Linked Progressive -- Players win if their best 5-card hand, using the player's three-card hand and the four Stud Linked Progressive community cards, achieves a winning event based on the following payable(s) below. All pays

are “for 1” and the progressive wager is not returned:

<u>Hand</u>	<u>PT-BJS-7CL-01</u>	<u>PT-BJS-7CL-02</u>	<u>PT-BJS-7CL-03</u>	<u>PT-BJS-7CL-04</u>	<u>PT-BJS-7CL-05</u>
<u>Royal Flush</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
<u>Straight Flush</u>	<u>\$500</u>	<u>\$250</u>	<u>\$1000</u>	<u>\$500</u>	<u>\$250</u>
<u>Four-of-a-Kind</u>	<u>\$100</u>	<u>\$75</u>	<u>\$50</u>	<u>\$75</u>	<u>\$125</u>
<u>Full House</u>	<u>\$5</u>	<u>\$10</u>	<u>\$5</u>	<u>\$5</u>	<u>\$7</u>
<u>Flush</u>	<u>\$2</u>	<u>\$1</u>	<u>\$1</u>	<u>\$2</u>	<u>\$2</u>

<u>Hand</u>	<u>PT-BJS-7CL-E01</u>		<u>PT-BJS-7CL-E02</u>		<u>PT-BJS-7CL-E03</u>	
	<u>Pay</u>	<u>Envy</u>	<u>Pay</u>	<u>Envy</u>	<u>Pay</u>	<u>Envy</u>
<u>Royal Flush</u>	<u>100%</u>	<u>\$250</u>	<u>100%</u>	<u>\$250</u>	<u>100%</u>	<u>\$100</u>
<u>Straight Flush</u>	<u>\$500</u>	<u>=</u>	<u>\$250</u>	<u>=</u>	<u>\$500</u>	<u>=</u>
<u>Four-of-a-Kind</u>	<u>\$100</u>	<u>=</u>	<u>\$75</u>	<u>=</u>	<u>\$75</u>	<u>=</u>
<u>Full House</u>	<u>\$5</u>	<u>=</u>	<u>\$10</u>	<u>=</u>	<u>\$5</u>	<u>=</u>
<u>Flush</u>	<u>\$2</u>	<u>=</u>	<u>\$1</u>	<u>=</u>	<u>\$2</u>	<u>=</u>

**General Authority:** SDCL 42-7B-7.

**Law Implemented:** SDCL 42-7B-4(18), 42-7B-7, 42-7B-15.

**20:18:15:30.03. Variations of the play -- 21+3.** ~~21+3 is a copyrighted, trademarked, and patent pending variation of blackjack with optional three card poker. 21+3 must be dealt and played following the standards rules of blackjack in this chapter, except as follows:~~

- ~~———— (1) 21+3 may only be played with either six decks or two decks;~~
- ~~———— (2) 21+3 may be played only on tables displaying the 21+3 layout. At the beginning of each round, in addition to the regular 21 bet the player may also place an optional "3" bet;~~
- ~~———— (3) The cards are dealt according to regular blackjack procedures noting that both player cards must be dealt face up. One of the dealer's cards is dealt face up;~~
- ~~———— (4) The dealer's up card and the first two cards of each player with a wager on the "3" bet form a three card poker hand;~~
- ~~———— (5) Each player "3" bet is resolved from dealer's right to left. Losing "3" bets are taken, winning "3" bets are paid and removed from the play area immediately;~~
- ~~———— (6) After all "3" bets are resolved standard blackjack procedures apply. Insurance and hold card peek after "3" bets resolved;~~
- ~~———— (7) The table "3" bet limits must be posted at each table;~~
- ~~———— (8) Tip bets may be placed by any bet (21 or "3" or both ). Tip "3" bet may not be more than the player's "3" bet and may also be limited by posted house policy;~~
- ~~———— (9) Tip bets are paid at the same time as player bet and wins are taken immediately; and~~
- ~~———— (10) 21+3 wagers shall be paid in accordance with the following paytables:~~

	Paytables for 2 or 6 decks	
	Classic	Xtreme
Straight Flush	9	30
3 of a Kind	9	20

Straight	9	10
Flush	9	5
Pair	-1	-1

	Paytables for 2 decks		
	1	2	3
Straight Flush	2.5	7	9
3-of-a-Kind	2.5	7	9
Straight	2.5	7	9
Flush	2.5	7	9
Pair	2.5	0	-1

(All payouts are "to 1.")

21+3 is an optional bonus and progressive wager for standard Blackjack and Blackjack-variant games and can be played with 1-8 standard, 52-card decks. The object of 21+3 is for the 3-card hand, formed from the player's first two cards and the dealer's up-card, to achieve a poker hand based on the corresponding payable(s). The outcome of the 21+3 is not dependent on the base game's outcome.

- (1) To begin each round, players must place a standard base game wager and may also place an optional 21+3 Bonus and/or Progressive wager.
- (2) After all wagers have been placed, two cards are dealt to each player, face-up, and two cards are dealt to the dealer, one face-up and one face-down, as per standard blackjack dealing procedures.

(3) The dealer then follows house procedures to reconcile the 21+3 Bonus and/or Progressive wagers based on the corresponding tables listed below.

(4) The primary game is now played to completion.

Paytables are listed below:

(a) 21+3 Classic – Players win if their 3-card hand, formed from the player’s first two cards and the dealer’s up-card, to achieve a poker hand based on the corresponding payable(s) below. All pays are “to 1” and the dealer will receive a fixed Dealer Envy pay if the player’s 21+3 hand achieves a triggering event that includes a Dealer Envy award:

<u>Hand</u>	<u>PT-FLT-213-01</u>	<u>PT-FLT-213-03</u>
	<u>2 Decks</u>	<u>6 Decks</u>
<u>Straight Flush</u>	<u>2.5</u>	<u>9</u>
<u>Three-of-a-Kind</u>	<u>2.5</u>	<u>9</u>
<u>Straight</u>	<u>2.5</u>	<u>9</u>
<u>Flush</u>	<u>2.5</u>	<u>9</u>
<u>Pair</u>	<u>2.5</u>	<u>Loss</u>

<u>Hand</u>	<u>PT-FLT-213-E01</u>		<u>PT-FLT-213-E02</u>		<u>PT-FLT-213-E03</u>		<u>PT-FLT-213-E04</u>	
	<u>8 Decks</u>						<u>1, 2, or 6 Decks</u>	
	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>	<u>Pays</u>	<u>Envy</u>
<u>Straight Flush</u>	<u>8</u>	<u>\$1</u>	<u>25</u>	<u>\$10</u>	<u>25</u>	<u>\$10</u>	<u>25</u>	<u>\$10</u>
<u>Three-of-a-Kind</u>	<u>8</u>	<u>\$1</u>	<u>15</u>	<u>\$5</u>	<u>15</u>	<u>\$5</u>	<u>15</u>	<u>\$5</u>
<u>Straight</u>	<u>8</u>	<u>\$1</u>	<u>8</u>	<u>\$2</u>	<u>10</u>	<u>\$2</u>	<u>10</u>	<u>\$2</u>
<u>Flush</u>	<u>8</u>	<u>\$1</u>	<u>5</u>	<u>\$1</u>	<u>5</u>	<u>-</u>	<u>5</u>	<u>\$1</u>

(b) 21+3 Xtreme – Players win if their 3-card hand, formed from the player’s first two cards and the dealer’s up-card, to achieve a poker hand based on the corresponding payable(s) below. All pays are “to 1”:

<u>Hand</u>	<u>PT-FLT-213XT-01</u>	<u>PT-FLT-213XT-03</u>	<u>PT-FLT-213XT-04</u>
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	<u>1,2,4,5,6,8 Decks</u>	<u>4,5,6,8 Decks</u>	
<u>Suited Three-of-a-Kind</u>	<u>=</u>	<u>100</u>	<u>100</u>
<u>Straight Flush</u>	<u>30</u>	<u>40</u>	<u>30</u>
<u>Three-of-a-Kind</u>	<u>20</u>	<u>25</u>	<u>20</u>
<u>Straight</u>	<u>10</u>	<u>10</u>	<u>10</u>
<u>Flush</u>	<u>5</u>	<u>5</u>	<u>5</u>

(c) 21+3 Progressive – Players win if their 3-card hand, formed from the player’s first two cards and the dealer’s up-card, to achieve a poker hand based on the corresponding payable(s) below. All pays are “for 1” and the progressive wager is not returned:

<u>Hand</u>	<u>PT-BJS- 213-01</u>	<u>PT-BJS- 213-04</u>	<u>PT-BJS- 213-07a/b</u>	<u>PT-BJS- 213-10</u>
<u>3 Aces or 3 Kings (Suit Specific)</u>	<u>=</u>	<u>=</u>	<u>100%</u>	<u>100%</u>
<u>3 Aces or 3 Kings (Suited)</u>	<u>100%</u>	<u>100%</u>	<u>\$2000</u>	<u>\$3000</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$125</u>	<u>\$150</u>	<u>\$150</u>	<u>\$200</u>
<u>Straight Flush</u>	<u>\$25</u>	<u>\$40</u>	<u>\$40</u>	<u>\$30</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>
<u>Straight</u>	<u>\$7</u>	<u>\$7</u>	<u>\$5</u>	<u>\$10</u>
<u>Flush</u>	<u>\$3</u>	<u>\$3</u>	<u>\$3</u>	<u>=</u>

<u>Hand</u>	<u>PT-BJS- 213-02</u>	<u>PT-BJS- 213-05</u>	<u>PT-BJS- 213-08a/b</u>
<u>3 Aces, 3 Kings, or 3 Queens (Suit Specific)</u>	<u>=</u>	<u>=</u>	<u>100%</u>
<u>3 Aces, 3 Kings, or 3 Queens (Suited)</u>	<u>100%</u>	<u>100%</u>	<u>\$2000</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$125</u>	<u>\$150</u>	<u>\$125</u>
<u>Straight Flush</u>	<u>\$25</u>	<u>\$40</u>	<u>\$40</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>
<u>Straight</u>	<u>\$6</u>	<u>\$7</u>	<u>\$6</u>
<u>Flush</u>	<u>\$2</u>	<u>\$2</u>	<u>\$2</u>

<u>Hand</u>	<u>PT-BJS-213-03a/b</u>	<u>PT-BJS-213-06</u>	<u>PT-BJS-213-09a/b</u>	<u>PT-BJS-213-11</u>
<u>3 Aces (Suit Specific)</u>	=	=	100%	100%
<u>3 Aces (Suited)</u>	100%	100%	\$2000	\$3000
<u>Three-of-a-Kind (Suited)</u>	\$125	\$150	\$150	\$200
<u>Straight Flush</u>	\$25	\$40	\$40	\$30
<u>Three-of-a-Kind</u>	\$20	\$20	\$20	\$20
<u>Straight</u>	\$7	\$7	\$5	\$10
<u>Flush</u>	\$3	\$3	\$3	=

<u>Hand</u>	<u>PT-BJS-TCPR-MR-01</u>	<u>PT-PRG-213-14</u>	<u>PT-PRG-213-15</u>	<u>PT-PRG-213-16</u>
<u>Mini Royal Flush (Suit Specific)</u>	100%	100%	100%	100%
<u>Mini Royal Flush</u>	\$500	\$200	\$200	\$500
<u>Straight Flush</u>	\$75	\$50	\$40	\$75
<u>Three-of-a-Kind</u>	\$50	\$30	\$20	\$30
<u>Straight</u>	\$5	\$5	\$5	\$5
<u>Flush</u>	=	\$3	\$3	=

<u>Hand</u>	<u>PT-PRG-213-17</u>
<u>3 Aces (Suited)</u>	100%
<u>Must-Hit-By \$250</u>	100%
<u>Three-of-a-Kind (Suited)</u>	\$125
<u>Straight Flush</u>	\$25
<u>Three-of-a-Kind</u>	\$20
<u>Straight</u>	\$7
<u>Flush</u>	\$3

<u>Hand</u>	<u>PT-PRG-213-18</u>
<u>3 Aces, 3 Kings, or 3 Queens (Suited)</u>	100%

<u>Must-Hit-By \$250</u>	<u>100%</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$150</u>
<u>Straight Flush</u>	<u>\$40</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>
<u>Straight</u>	<u>\$7</u>
<u>Flush</u>	<u>\$2</u>

(d) 21+3 Multi-Level Progressive – Players win if their 3-card hand, formed from the player’s first two cards and the dealer’s up-card, to achieve a poker hand based on the corresponding payable(s) below. All pays are “for 1” and the progressive wager is not returned:

<u>Hand</u>	<u>PT-PRG-213-MLP-01</u>	<u>PT-PRG-213-MLP-02</u>
<u>3 Aces (Suit Specific)</u>	<u>100% Lv.1</u>	<u>100% Lv.1</u>
<u>3 Aces (Suited)</u>	<u>100% Lv.2</u>	<u>100% Lv.2</u>
<u>Three-of-a-Kind (Suited)</u>	<u>100% Lv.3</u>	<u>\$300</u>
<u>Straight Flush</u>	<u>\$40</u>	<u>\$40</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>	<u>\$20</u>
<u>Straight</u>	<u>\$5</u>	<u>\$5</u>
<u>Flush</u>	<u>\$3</u>	<u>\$3</u>

<u>Hand</u>	<u>PT-PRG-213-MLP-03</u>
<u>3 Aces (Suit Specific)</u>	<u>100% Lv.1</u>
<u>3 Aces (Suited)</u>	<u>100% Lv.2</u>
<u>3 Aces (Same Color)</u>	<u>100% Lv.3</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$200</u>
<u>Straight Flush</u>	<u>\$40</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>
<u>Straight</u>	<u>\$10</u>

<u>Hand</u>	<u>PT-PRG-213-MLP-04</u>
<u>3 Aces (Suit Specific)</u>	<u>100% Lv.1</u>

<u>3 Aces (Suited)</u>	<u>100% Lv.2</u>
<u>Three-of-a-Kind (Suited)</u>	<u>100% Lv.3</u>
<u>Must-Hit-By \$250</u>	<u>100%</u>
<u>Straight Flush</u>	<u>\$25</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>
<u>Straight</u>	<u>\$5</u>
<u>Flush</u>	<u>\$3</u>

<u>Hand</u>	<u>PT-PRG-213-MLP-05</u>
<u>3 Aces (Suit Specific)</u>	<u>100% Lv.1</u>
<u>3 Aces (Suited)</u>	<u>100% Lv.2</u>
<u>Must-Hit-By \$250</u>	<u>100%</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$150</u>
<u>Straight Flush</u>	<u>\$25</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>
<u>Straight</u>	<u>\$6</u>
<u>Flush</u>	<u>\$3</u>

<u>Hand</u>	<u>PT-PRG-213-MLP-06</u>	
	<u>Pays</u>	<u>Envy</u>
<u>3 Aces or 3 Kings (Suited)</u>	<u>100% Lv.1</u>	<u>\$50</u>
<u>Three-of-a-Kind (Suited)</u>	<u>100% Lv.2</u>	<u>-</u>
<u>Straight Flush</u>	<u>\$25</u>	<u>-</u>
<u>Three-of-a-Kind</u>	<u>\$20</u>	<u>-</u>
<u>Straight</u>	<u>\$7</u>	<u>-</u>
<u>Flush</u>	<u>\$3</u>	<u>-</u>

(e) s

<u>Hand</u>	<u>PT-PRG-213-D07a/b/c/d</u>
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	Default Pays	Dynamic Pays									
	3 Aces (Suited)	100%									
Three-of-a-Kind (Suited)	\$100	\$150	\$200	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1000
Straight Flush	\$20	\$30	\$40	\$60	\$80	\$100	\$120	\$140	\$160	\$180	\$200
Three-of-a-Kind	\$10	\$15	\$20	\$30	\$40	\$50	\$60	\$70	\$80	\$90	\$100
Straight	\$2	\$3	\$4	\$6	\$8	\$10	\$12	\$14	\$16	\$18	\$20

Hand	PT-PRG-213-D08										
	Default Pays	Dynamic Pays									
3 Aces (Suited)	100%										
Must-Hit-By \$250	100%										
Three-of-a-Kind (Suited)	\$100	\$150	\$200	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1000
Straight Flush	\$20	\$30	\$40	\$60	\$80	\$100	\$120	\$140	\$160	\$180	\$200
Three-of-a-Kind	\$10	\$15	\$20	\$30	\$40	\$50	\$60	\$70	\$80	\$90	\$100
Straight	\$2	\$3	\$4	\$6	\$8	\$10	\$12	\$14	\$16	\$18	\$20

Hand	PT-PRG-213-D09a/b										
	Default Pays	Dynamic Pays									
3 Aces or 3 Kings (Suited)	100%										
Three-of-a-Kind (Suited)	\$100	\$150	\$200	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1000
Straight Flush	\$20	\$30	\$40	\$60	\$80	\$100	\$120	\$140	\$160	\$180	\$200
Three-of-a-Kind	\$10	\$15	\$20	\$30	\$40	\$50	\$60	\$70	\$80	\$90	\$100
Straight	\$2	\$3	\$4	\$6	\$8	\$10	\$12	\$14	\$16	\$18	\$20

Hand	PT-PRG-213-D10a/b										
	Default Pays	Dynamic Pays									
3 Aces, 3 Kings, or 3 Queens (Suited)	100%										
Three-of-a-Kind (Suited)	\$100	\$150	\$200	\$300	\$400	\$500	\$600	\$700	\$800	\$900	\$1000
Straight Flush	\$20	\$30	\$40	\$60	\$80	\$100	\$120	\$140	\$160	\$180	\$200
Three-of-a-Kind	\$10	\$15	\$20	\$30	\$40	\$50	\$60	\$70	\$80	\$90	\$100
Straight	\$2	\$3	\$4	\$6	\$8	\$10	\$12	\$14	\$16	\$18	\$20

<u>Hand</u>	<u>PT-PRG-213-D11</u>										
	<u>Default Pays</u>	<u>Dynamic Pays</u>									
<u>3 Aces (Suit Specific)</u>	<u>100%</u>	-									
<u>3 Aces (Suited)</u>	<u>\$500</u>	<u>\$750</u>	<u>\$1000</u>	<u>\$1500</u>	<u>\$2000</u>	<u>\$2500</u>	<u>\$3000</u>	<u>\$3500</u>	<u>\$4000</u>	<u>\$4500</u>	<u>\$5000</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$100</u>	<u>\$150</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>	<u>\$1000</u>
<u>Straight Flush</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$60</u>	<u>\$80</u>	<u>\$100</u>	<u>\$120</u>	<u>\$140</u>	<u>\$160</u>	<u>\$180</u>	<u>\$200</u>
<u>Three-of-a-Kind</u>	<u>\$10</u>	<u>\$15</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>	<u>\$60</u>	<u>\$70</u>	<u>\$80</u>	<u>\$90</u>	<u>\$100</u>
<u>Straight</u>	<u>\$2</u>	<u>\$3</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$10</u>	<u>\$12</u>	<u>\$14</u>	<u>\$16</u>	<u>\$18</u>	<u>\$20</u>

<u>Hand</u>	<u>PT-PRG-213-D12</u>										
	<u>Default Pays</u>	<u>Dynamic Pays</u>									
<u>3 Aces or 3 Kings (Suit Specific)</u>	<u>100%</u>	-									
<u>3 Aces or 3 Kings (Suited)</u>	<u>\$500</u>	<u>\$750</u>	<u>\$1000</u>	<u>\$1500</u>	<u>\$2000</u>	<u>\$2500</u>	<u>\$3000</u>	<u>\$3500</u>	<u>\$4000</u>	<u>\$4500</u>	<u>\$5000</u>
<u>Three-of-a-Kind (Suited)</u>	<u>\$100</u>	<u>\$150</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>	<u>\$600</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>	<u>\$1000</u>
<u>Straight Flush</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$60</u>	<u>\$80</u>	<u>\$100</u>	<u>\$120</u>	<u>\$140</u>	<u>\$160</u>	<u>\$180</u>	<u>\$200</u>
<u>Three-of-a-Kind</u>	<u>\$10</u>	<u>\$15</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>	<u>\$60</u>	<u>\$70</u>	<u>\$80</u>	<u>\$90</u>	<u>\$100</u>
<u>Straight</u>	<u>\$2</u>	<u>\$3</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$10</u>	<u>\$12</u>	<u>\$14</u>	<u>\$16</u>	<u>\$18</u>	<u>\$20</u>

**Source:** 28 SDR 24, effective August 28, 2001; 43 SDR 131, effective April 17, 2017; 44 SDR 151, effective April 30, 2018.

**General Authority:** SDCL 42-7B-7.

**Law Implemented:** SDCL 42-7B-4(3), 42-7B-7, 42-7B-15.

**20:18:15:30.20. Variations of the play -- Double Down Madness.** Double Down Madness is a variant of blackjack with the following rules:

- (1) Six or eight standard, fifty-two-card decks are used;
- (2) Each player makes an initial bet in the amount specified at the table by the retail licensee and may place an optional or mandatory progressive Push 22 wager based on the operator's discretion, per house policy;
- (3) The player receives a single face-up card, and the dealer receives a face-up card and a face-down card. Before the player takes any action, the dealer peeks for a blackjack when they have an ace, ten, jack, queen, or king as the up-card. If they have a blackjack, the game immediately ends and the main wager is lost, regardless of the player's card. Otherwise, the player chooses to hit, stand, or double down;
- (4) The following basic blackjack rules and exceptions apply to this game:
  - (a) Hit: The player receives an additional card;
  - (b) Stand: The player indicates their actions are complete;
  - (c) Double down: The player places an additional wager of value less than or equal to their current wager amount. Note that the player can continue taking actions after doubling down. The player can double down even with three or more cards. The only exception is if they double down with a single ace, in which case the player is dealt a single card and is forced to stand; and
  - (d) Note that surrendering and splitting are not available;
- (5) The player repeatedly chooses from the actions above until they choose to stand, or the player's hand busts with a score of over twenty-one. If the player busts, the player's main wager and any additional wagers made from doubling down are lost. If the player has a blackjack from hitting or doubling down, the player immediately wins;

(6) The dealer then reveals the dealer's face-down card. The dealer hits until the dealer's hard-total is seventeen or higher; dealer hits on soft-seventeen. If the dealer ends up with a total of twenty-two points, then all non-bused wagers push. Otherwise, the dealer and player hands are compared as in conventional blackjack;

(7) If the dealer's up-card is an ace, an insurance wager is offered to the player at half of the amount of the main wager. The dealer proceeds to peek at the dealer's face-down card to check for a blackjack. If there is a blackjack, the insurance wager wins two to one. Otherwise, the insurance wager is lost. Note - no even money is allowed;

(8) The Push 22 side wager wins if the dealer ends with a total of twenty-two. If the player busts or obtains a blackjack, the dealer will still draw cards for the purpose of resolving the Push 22 side wager; and

(9) Paytables are as follows:

(a) Table 1. Blackjack:

<b>Event</b>	<b>Paytable 1</b>	<b>Paytable 2</b>	<b>Paytable 3</b>	<b><u>Paytable 4</u></b>	<b><u>Paytable 5</u></b>
Suited Blackjack	2 to 1	3 to 2	3 to 1	<u>2 to 1</u>	<u>3 to 1</u>
Non-Suited BlackJack	3 to 2	3 to 2	1 to 1	<u>6 to 5</u>	<u>6 to 5</u>

(b) Table 2a. Push 22:

<b>Event</b>	<b>Paytable 1</b>	<b>Paytable 2</b>
Dealer Suited 22	50 to 1	50 to 1
Dealer Colored 22	20 to 1	20 to 1
Dealer 22	8 to 1	7 to 1

(c) Table 2b. Push 22 (cont'd):

<b>Event</b>	<b>Paytable 3</b>
Dealer 22	11 to 1

(10) The Matchmaker Madness side wager is resolved based on the player's first card and the dealer's face-up card. If the two cards are of the same suit, and/or create a pair, the wager is

paid out according to the paytables, otherwise the wager loses. Please note this side wager is not available when using a 1-deck shoe.

(a) Table 3 Matchmaker Madness

<u>Event</u>	<u>Paytable 1</u>	<u>Paytable 2</u>	<u>Paytable 3</u>	<u>Paytable 4</u>
<u>Suited Aces</u>	<u>20 to 1</u>	<u>25 to 1</u>	<u>30 to 1</u>	<u>50 to 1</u>
<u>Suited Pair</u>	<u>10 to 1</u>	<u>10 to 1</u>	<u>10 to 1</u>	<u>10 to 1</u>
<u>Pair</u>	<u>3 to 1</u>	<u>3 to 1</u>	<u>3 to 1</u>	<u>3 to 1</u>
<u>Suited</u>	<u>1 to 1</u>	<u>1 to 1</u>	<u>1 to 1</u>	<u>1 to 1</u>

(11) The War is Madness side wager is resolved based on the player's first card and the dealer's face-up card. If the player's card is of a higher rank than the dealer's card it pays out 1 to 1, otherwise the wager loses. The ranks for this side wager from lowest to highest are 2, 3, 4, 5, 6, 7, 8, 9, 10, J, Q, K, A.

(12) The Progressive Madness side wager is resolved based on the player's first card, the dealer's face-up card, and the dealer's hole card. If these 3 cards form a winning combination, the player is paid out according to Table 4; otherwise, the wager loses. The 'Dealer AK Spades, Player Q Spades', when won, pays out the full contents of the progressive meter which is then reset to its seed value.

(a) Table 4 Progressive Madness

<u>Outcome</u>	<u>Paytable 1</u>	<u>Paytable 2</u>	<u>Paytable 3</u>	<u>Paytable 4</u>
<u>Dealer AK Spades, Player Q Spades</u>	<u>100% Prog</u>	<u>100% Prog</u>	<u>100% Prog</u>	<u>100% Prog</u>
<u>Dealer AK Suited, Player Q Suited</u>	<u>100 for 1</u>	<u>100 for 1</u>	<u>250 for 1</u>	<u>250 for 1</u>
<u>Dealer AK, Player Q</u>	<u>25 for 1</u>	<u>25 for 1</u>	<u>25 for 1</u>	<u>25 for 1</u>
<u>Dealer AQ, Player K</u>	<u>25 for 1</u>	<u>25 for 1</u>	<u>25 for 1</u>	<u>25 for 1</u>
<u>Dealer BJ</u>	<u>10 for 1</u>	<u>10 for 1</u>	<u>10 for 1</u>	<u>10 for 1</u>
<u>Dealer Ace Up</u>	<u>5 for 1</u>	<u>5 for 1</u>	<u>5 for 1</u>	<u>5 for 1</u>

(b) Table 5 Progressive Madness Progressive Settings

<u>Outcome</u>	<u>Paytable 1</u>	<u>Paytable 2</u>	<u>Paytable 3</u>	<u>Paytable 4</u>
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<u>Progressive Reset Value</u>	<u>\$5000</u>	<u>\$5000</u>	<u>\$5000</u>	<u>\$5000</u>
<u>Progressive Increment Rate</u>	<u>2%</u>	<u>5%</u>	<u>5%</u>	<u>2%</u>

(13) The House Money side wager is resolved based on the player's first card and the dealer's face-up card. If the two cards form a winning combination the player is paid out according to Table 6, otherwise the wager loses. The paytables are all limited to certain deck configurations, which are noted in Table 6.

(a) The House Money side wager gets resolved immediately after the deal, before any other actions, as the player has the option to roll any House Money winnings into their main wager. If the player rolls their winnings forwards and doubles down during the main wager, they double up to the combined value of their original bet and House Money winnings. This combined wager would then win or lose according to the outcome of the main wager.

(b) Table 6 House Money

	<u>2+ Decks</u>	<u>2+ Decks</u>	<u>1 Deck</u>
<u>Outcome</u>	<u>Paytable 1</u>	<u>Paytable 2</u>	<u>Paytable 3</u>
<u>Suited A-K</u>	<u>10 to 1</u>	<u>4 to 1</u>	<u>5 to 1</u>
<u>Suited Pair</u>	<u>5 to 1</u>	<u>4 to 1</u>	<u>N/A</u>
<u>2-Card Straight Flush</u>	<u>3 to 1</u>	<u>4 to 1</u>	<u>5 to 1</u>
<u>Pair</u>	<u>2 to 1</u>	<u>N/A</u>	<u>N/A</u>
<u>Flush</u>	<u>1 to 1</u>	<u>2 to 1</u>	<u>2 to 1</u>

**Source:** 51 SDR 111, effective May 6, 2025.

**General Authority:** SDCL 42-7B-7.

**Law Implemented:** SDCL 42-7B-4(6), 42-7B-7, 42-7B-15.

## CHAPTER 20:18:15

## BLACKJACK

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**Declaratory Ruling:** The Commission on Gaming does declare and determine that Monopoly Black Jack meets the statutory definition of "black jack" as defined in SDCL 42-7B-4(3). The Commission does further declare and determine that Monopoly Black Jack does not meet the statutory definition of a "slot machine" as defined in SDCL 42-7B-4(21). The Commission does further declare and determine that the Monopoly Black Jack game constitutes one "gaming device" as defined by SDCL 42-7B-4(6A) for purposes of compliance with SDCL 42-7B-16 and 42-7B-23. The Commission does further declare and determine that as Monopoly Black Jack is one "gaming device" the initial wager on standard black jack and the side bet on the Monopoly bonus game together cannot exceed more than \$100 and that petitioner will be entitled to offer the game of Monopoly Black Jack in Deadwood after the proper promulgation of rules authorizing Monopoly Black Jack as a variation of the game of black jack. South Dakota Commission on Gaming Declaratory Ruling dated October 1, 2002.

**20:18:15:30.21. Variations of the play – TriLux Blackjack Progressive TriLux Blackjack**

Progressive is an optional progressive wager that may be configured for use with Trilux Blackjack games. The Progressive wager is resolved based on the three cards formed by the player's initial two cards and the dealer's up card. If the three cards form a Flush or better, then the wager is paid according to configured payable.

- (1) TriLux Blackjack Progressive may be played with six, or eight standard 52- card decks
- (2) The Progressive wager is a minimum \$1 wager that the player may place at the beginning of the game

(a) Table 1 Paytable 6

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces (Suited)</u>	<u>100% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>125 for 1</u>
<u>Straight Flush</u>	<u>25 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>7 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(b) Table 2 Paytable 7

<u>Scenario</u>	<u>Pay</u>
<u>Mini-Royal (Spades) — AK/Q</u>	<u>100% Progressive</u>
<u>Mini-Royal (Other) — AK/Q</u>	<u>10% Progressive</u>
<u>Mini-Royal (Any Order)</u>	<u>300 for 1</u>
<u>Straight Flush</u>	<u>50 for 1</u>
<u>Three of a Kind</u>	<u>25 for 1</u>
<u>Straight</u>	<u>5 for 1</u>
<u>Flush</u>	<u>2 for 1</u>

(c) Table 3 Paytable 8

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces (Suited)</u>	<u>10% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>125 for 1</u>
<u>Straight Flush</u>	<u>25 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>7 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(d) Table 4 Paytable 8-01

<b>Scenario</b>	<b>Pay</b>
<u>Three Aces (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces (Suited)</u>	<u>10% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>150 for 1</u>
<u>Straight Flush</u>	<u>40 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>7 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(e) Table 5 Paytable 8-02

<b>Scenario</b>	<b>Pay</b>
<u>Three Aces (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces (Suited)</u>	<u>2000 for 1</u>
<u>Three of a Kind (Suited)</u>	<u>150 for 1</u>
<u>Straight Flush</u>	<u>40 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>5 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(f) Table 6 Paytable 8-03

<b>Scenario</b>	<b>Pay</b>
<u>Three Aces (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces (Suited)</u>	<u>3000 for 1</u>
<u>Three of a Kind (Suited)</u>	<u>200 for 1</u>
<u>Straight Flush</u>	<u>30 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>10 for 1</u>

(g) Table 7 Paytable 9

<b>Scenario</b>	<b>Pay</b>
<u>Three Aces, Kings, or Queens (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces, Kings, or Queens (Suited)</u>	<u>10% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>125 for 1</u>
<u>Straight Flush</u>	<u>25 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>6 for 1</u>
<u>Flush</u>	<u>2 for 1</u>

(h) Table 8 Paytable 9-01

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces, Kings, or Queens (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces, Kings, or Queens (Suited)</u>	<u>10% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>150 for 1</u>
<u>Straight Flush</u>	<u>40 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>7 for 1</u>
<u>Flush</u>	<u>2 for 1</u>

(i) Table 9 Paytable 9-02

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces, Kings, or Queens (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces, Kings, or Queens (Suited)</u>	<u>2000 for 1</u>
<u>Three of a Kind (Suited)</u>	<u>125 for 1</u>
<u>Straight Flush</u>	<u>40 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>6 for 1</u>
<u>Flush</u>	<u>2 for 1</u>

(j) Table 10 Paytable 10

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces or Kings (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces or Kings (Suited)</u>	<u>10% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>125 for 1</u>
<u>Straight Flush</u>	<u>25 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>7 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(k) Table 11 Paytable 10-01

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces, or Kings (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces or Kings (Suited)</u>	<u>10% Progressive</u>
<u>Three of a Kind (Suited)</u>	<u>150 for 1</u>
<u>Straight Flush</u>	<u>40 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>7 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(l) Table 12 Paytable 10-2

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces, or Kings (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces or Kings (Suited)</u>	<u>2000 for 1</u>
<u>Three of a Kind (Suited)</u>	<u>150 for 1</u>
<u>Straight Flush</u>	<u>40 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>5 for 1</u>
<u>Flush</u>	<u>3 for 1</u>

(m) Table 13 Paytable 10-03

<u>Scenario</u>	<u>Pay</u>
<u>Three Aces or Kings (Suit Specific)</u>	<u>100% Progressive</u>
<u>Three Aces or Kings (Suited)</u>	<u>3000 for 1</u>
<u>Three of a Kind (Suited)</u>	<u>200 for 1</u>
<u>Straight Flush</u>	<u>30 for 1</u>
<u>Three of a Kind (Offsuit)</u>	<u>20 for 1</u>
<u>Straight</u>	<u>10 for 1</u>

**General Authority:** SDCL 42-7B-7.

**Law Implemented:** SDCL 42-7B-4(6), 42-7B-15.

## CHAPTER 20:04:33

## MULTI-JURISDICTIONAL HUBS

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**20:04:33:01. Definitions.** Words and phrases defined in §§ 20:04:31:01 and 20:04:32:01 have the same meaning when used in this chapter. Terms used in this article mean:

(1) "Account," an account for account wagering with a specific identifiable record of deposits, wagers, and withdrawals established by an account holder and managed by a hub licensee or advance deposit wagering licensee;

(2) "Account application," the form or forms and other required submissions received from an applicant with the intent of opening an account;

(3) "Account holder," a natural person who successfully completed an application and for whom a hub licensee has opened an account;

(4) "Account wagering," a process of making pari-mutuel wagers in which a natural person may deposit money in an account with a hub licensee and then uses the current balance to pay for pari-mutuel wagering conducted by the hub licensee;

(5) "Advance deposit wagering licensee" means a licensed operator, route operator, or sports wagering services provider who manages wagering accounts in which an eligible individual may deposit money into an account and use the balance to pay for bets as allowed and regulated by the commission;

(6) "Advance deposit pari-mutuel wagering" means wagering offered online or via a mobile application by a totalizator hub licensee who has taken a deposit by an account holder in advance of online or mobile application wagering on horse or greyhound racing;

(~~57~~) "Batch betting," a process where the wagering information for more than six wagering transactions is accumulated and sent in one data packet from the account holder's computer or other electronic device to the multi-jurisdictional totalizator hub's wager processing server or to the totalizator providing service to the multi-jurisdictional totalizator hub with a single or no human transmittal action;

(~~68~~) "Bet streaming," a process where the wagering information for more than six wagering transactions is accumulated and sent as a data flow from the account holder's computer or other electronic device to a multi-jurisdictional totalizator hub's wager processing server or to the totalizator providing service to the multi-jurisdictional totalizator hub with a single or no human transmittal action;

(~~79~~) "Confidential account information," includes:

(a) The amount of money credited to, debited from, withdrawn from, or present in any particular account holder's account;

(b) The amount wagered by a particular account holder on any race or series of races;

(c) The account number and secure personal identification code or codes of a particular account holder;

(d) The identities of the particular entries on which the account holder is wagering or has wagered; and

(e) Unless otherwise authorized by the account holder the disclosure of the name, address, and other information in the possession of a hub licensee that identifies the account holder to anyone other than a representative of the commission;

(~~8~~10) "Closed-loop subscriber based system," a device or combination of inter-connected devices authorized and operated exclusively for the purpose of receiving wagering information, placing, receiving, or otherwise making a wager; and to which a person must subscribe to be able to send wagering information to and have that information used to place, receive, or otherwise make a wager;

(~~9~~11) "Computer robotic betting," a computerized process used to send the wagering information for more than six wagering transactions to a multi-jurisdictional totalizator hub's wager processing server or to the totalizator providing service to a multi-jurisdictional hub with a single or no human transmittal action;

(~~10~~12) "Credits," all positive inflows of money to an account;

(~~11~~13) "Debits," all negative outflow of money from an account;

(~~12~~14) "Deposit," a payment of money by cash, check, money order, credit card, debit card, or electronic funds transfer made by an account holder to the account holder's account;

(~~13~~15) "Hub," a multi-jurisdictional totalizator hub;

(~~14~~16) "Hub contract," for the purposes of this chapter, a hub contract is any contract:

(a) Between licensees;

(b) Between a licensee and a nonlicensee that relates to the employment of licensed personnel;

(c) Between a licensee and a nonlicensee that relates to the acquisition or use of capital assets used by the licensee in the business of pari-mutuel wagering;

(d) Between a licensee and a nonlicensee that relates to the earnings or profits of the licensee from the business of pari-mutuel wagering;

(e) With a pari-mutuel facility; or

(f) Any other contract which affects the proprietary or financial interest of the licensee's business or license;

~~(1517)~~ "Hub employee," any person employed by a multi-jurisdictional totalizator hub licensee;

~~(1618)~~ "Independent real time monitoring system," a system approved by the commission for the purpose of immediate and continuous analysis of wagering and other pari-mutuel systems data in order to detect suspect wagering transactions or other activity indicating a possible problem relating to the integrity of the pari-mutuel system and which transmits transactional level data to a wagering security database;

~~(1719)~~ "Initial system audit," is a review both pre-installation and post-installation of the audio and visual simulcasting and wagering system proposed to be used by a multi-jurisdictional hub licensee;

~~(1820)~~ "Key employee," any executive, employee, or agent of a multi-jurisdictional totalizator hub licensee having the power to exercise a significant influence over decisions concerning any part of the operation of a hub licensee;

(21) "Location detection process" means a process to reasonably detect the location of an account holder when the account holder is attempting to access the system and place an advance deposit wager;

~~(1922)~~ "Multi-jurisdictional totalizator hub," any business through which a wager can be placed and entered into an intrastate or interstate pari-mutuel pool that is carried on the business's wagering menu, by an individual who sends wagering transaction information either telephonically or by other electronic means directly to the business without using the facilities or equipment of a simulcast site and who has deposited funds into an account with the business prior to sending the wagering transaction information;

~~(2023)~~ "Natural person," any person at least 18 years of age, but does not include any corporation, partnership, limited liability company, trust, or estate;

(24) "Online pari-mutuel wagering system" means an internet or mobile application based betting platform including all hardware and components where wagers of the same type are grouped into a common pool by a multi-jurisdictional totalizator hub using advance deposit wagering;

~~(2125)~~ "Pari-mutuel facility," any racetrack, off-site location, account wagering company, or other location at which pari-mutuel wagers are accepted, made, paid, or processed;

~~(2226)~~ "Pari-mutuel ticket," a printed document or other electronic record which contains information pertaining to a pari-mutuel wager or wagers that have been authorized and accepted for purposes of participation in a pari-mutuel pool;

~~(2327)~~ "Principal residence address," that place where the natural person submitting an application for an account resides at least fifty percent of the time during the calendar year;

~~(2428)~~ "Proper identification," a form of identification accepted in the normal course of business establishing the identity of a person;

(~~2529~~) "Rebating," a practice of crediting an account with money or sending an account holder money or funds in any manner based upon the amount of money the account holder wagers or accepting less than the full price of any wager placed;

(~~2630~~) "Secure personal identification code," an alpha-numeric character code chosen by an account holder as a means of verification that a wager or account transaction is authorized by the account holder;

(31) "Suspended account" means a wagering account that has been temporarily disabled from engaging in wagering activity;

(~~2732~~) "Wager processing server," a computer or an inter-connected group of computers through which all wagering transaction information is received, recorded, and routed to the totalizator and secondary recording devices for processing and combining with approved pari-mutuel pools;

(~~2833~~) "Wagering transaction," a single wager stating the amount of money to be wagered, the type of wager, and the runner or runners to be wagered on. Each "win," "place," or "show" wager is considered one wagering transaction. Multiple runners in "daily doubles," "quinellas," "exactas," "trifectas," "pick-N," or other multi-horses or multi-greghounds or multi-leg wagers can be "wheeled" or "boxed" into a single wagering transaction;

(~~2934~~) "Withdrawal," a payment of money from an account ~~by the hub licensee~~ to the account holder when properly requested by the account holder;

~~(3035)~~ "Withdrawal slip," a form provided by a hub licensee for use by an account holder to withdraw funds from an account.

**Source:** 32 SDR 32, effective August 30, 2005; 34 SDR 200, effective January 29, 2008; 38 SDR 172, effective April 23, 2012.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**Cross References:**

Definitions, § 20:04:31:01.

Definitions, § 20:04:32:01.

~~**20:04:33:06. Take-out rates for non-merged pools.** The multi-jurisdictional totalizator hub licensee as part of the operating plan, or an update to the plan, may define a wagering pool not to be merged with the wagering pools of the race track where the race is being run live and set the take-out rate for the pool, subject to approval of the commission. Repealed.~~

~~—— **Source:** 32 SDR 32, effective August 30, 2005.~~

~~—— **General Authority:** SDCL 42-7-56(15)(16).~~

~~—— **Law Implemented:** SDCL 42-7-56(15)(16), 42-7-58.1, 42-7-102.~~

**20:04:33:25. Application for multi-jurisdictional totalizator hub license.** The application for a "multi-jurisdictional totalizator hub license" must be submitted on a form provided by the commission, and in addition must have the following information included in attachments:

(1) If the applicant is a corporation, the names, addresses, and dates of birth of its shareholders, directors, and officers and if a shareholder is a corporation the date of incorporation, the place of incorporation and the names, addresses, and dates of birth of its shareholders, directors, and officers must be provided;

(2) If the applicant is a partnership the names, addresses, and dates of birth of the partners and if a partner is a corporation the date of incorporation, the place of incorporation and the names, addresses, and dates of birth of its shareholders must be provided;

(3) If the applicant is a corporation ultimately owned by a not-for-profit entity without any shareholders, or is a publicly traded corporation, the information required in subdivisions (2) and (3) of this section shall be required from the directors of the membership organization, or the directors and officers of the publicly traded corporation, in lieu of the shareholders;

(4) The names of the racetracks the applicant, or its agent, has contracts with that allow the applicant to provide the simulcast signals and pari-mutuel wagering on the product;

(5) A statement of the beginning and ending dates of the applicant's business year;

(6) A detailed budget showing anticipated revenue, expenditures, and cash flows by month, from the hub's operation during the license period;

(7) The number of days that the applicant is planning to operate the hub during the year in which the applicant is seeking to be licensed;

(8) Financial information from the applicant that demonstrates the applicant has the financial resources to install and operate a hub; and

(9) A detailed operating plan; and

(10) A description of internal controls including controls and reasonable methods for the following:

a. Automated and manual risk management procedures;

b. Employee management, including user access controls for all online wagering personnel and segregation of duties;

c. Identifying and reporting fraud and suspicious conduct, including identifying unusual wagering activity and reporting such activity to an independent integrity monitoring provider;

d. Ensuring regulatory compliance;

e. Anti-money laundering compliance standards;

f. Accepting wagers and issuing payouts, plus any additional controls for issuing payouts in excess of \$10,000;

g. Accepting multiple wagers from one patron in a 24-hour cycle, including a process to identify patron structuring of wagers to circumvent recording and reporting requirements;

h. All software applications that comprise the online wagering system;

i. Submitting and receiving approval of all types of wagers available to be offered by the system;

j. Accounting for all integrated third-party systems;

k. Issuance and acceptance of promotional funds and free bets for pari-mutuel wagering;

l. Identifying and preventing wagering by prohibited persons;

m. Preventing past-post wagers from being placed;

n. Paying winning wagers, in the event of a failure of the online wagering system's ability to pay winning wagers;

o. Filing an incident report with the commission for each online wagering system failure and documenting the date, time, and reason for the failure along with the date and time the system is restored; and

p. Any other information which may be required by the commission.

**Source:** 32 SDR 32, effective August 30, 2005.

**General Authority:** SDCL 42-7-56(15)(16).

**Law Implemented:** SDCL 42-7-56(15)(16), 42-7-58.1, 42-7-58.7.

20:04:33:81 Patron protection information.

A multi-jurisdictional totalizator hub licensee shall provide patron protection information to individuals and patrons on demand. The patron protection information must include:

- (1) Information about potential risks associated with excessive wagering, and contract information for an organization based in South Dakota or the United States, approved by the commission, dedicated to helping people with potential gambling problems;
- (2) Notification that underage gambling is a criminal offense and that anyone who facilitates an individual under the age of 18 to place a pari-mutuel wager has committed a criminal offense and must be prohibited from pari-mutuel wagering;
- (3) A list of the available patron protection measures that can be invoked by the patron, such as self-exclusion and information on how to invoke those measures;
- (4) For wagering accounts, mechanisms in place for patrons to detect unauthorized use;
- (5) Information on how disputes can be filed with the licensee, multi-jurisdiction hub or online wagering platform. and
- (6) The method for filing with the commission an unresolved dispute after all reasonable means to resolve the dispute with the licensee, multi-jurisdiction hub or online waging platform.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:82 Internal controls -- Third party involvement.** To the extent a third party is involved in or provides any of the internal controls required in these rules, the multi-jurisdictional totalizator hub licensee controls must document the roles and responsibilities of the third party and must include procedures to evaluate the adequacy of and monitor compliance with the third party's internal control procedures.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:83. Wagering rules.** A multi-jurisdictional totalizator hub licensee shall adopt comprehensive wagering rules, that must be approved by the commission to be effective.

The wagering rules, together with any other information the commission considers appropriate, must be conspicuously displayed on the multi-jurisdictional totalizator hub licensee's digital platform or mobile application, included in the terms and conditions of wagering accounts, and copies must be made readily available to individuals and patrons.

The wagering rules must address the following items regarding pari-mutuel bets:

- (1) Types of bets accepted;
- (2) Minimum and maximum bets;
- (3) Description of the process for handling incorrectly posted events, odds, pari-mutuel bets, or results;
- (4) Method for calculation and payment of winning pari-mutuel bets;
- (5) Effect of schedule changes;
- (6) Method of notifying patrons of odds or proposition changes;
- (7) Acceptance of pari-mutuel bets at other than posted terms;
- (8) Procedures related to pending, winning pari-mutuel bets;
- (9) Method of contacting the licensee for questions and disputes;
- (11) Methods of funding a wager;
- (12) A policy that the licensee can cancel pari-mutuel bets for obvious errors pursuant to the licensee's internal controls, that must include a definition and procedures for obvious errors;
- (13) Rules and procedures for communicating with patrons;
- (14) What is to occur when a race or any component of a race on which pari-mutuel bets are accepted is canceled; and

(15) Any other wagering rule-related information the commission determines necessary.  
Amendments to the wagering rules must be approved by the commission to be effective.  
Failure by a licensee to act in accordance with the wagering rules may result in disciplinary  
action.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16), 42-7-58.1.**

**20:04:33:84. Setting -- Display of available wagers.** Available wagers must be displayed to the patrons. The display must include the odds and a brief description of the event and wagering proposition.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:85 Allowable bets.** Pari-mutuel bets may only be made by patrons using the following:

- (a) Cash or vouchers;
- (b) Cash equivalent;
- (c) Bonus or promotional credit;
- (d) Winning tickets or credit from prior races
- (e) Funds within a wagering account; and
- (f) Any other means approved by the commission.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

20:04:33:86 Refusing bets. A multi-jurisdictional totalizator hub licensee may refuse any pari-mutuel bet at any time for what the licensee considers good and sufficient reason. Such action must be logged and made available to the commission upon request.

A licensee may not accept a pari-mutuel bet on a race not posted.

General Authority: SDCL 42-7-56(13)(15)(16).

Law Implemented: SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:87 Prohibited persons.** A multi-jurisdictional totalizator hub licensee shall make reasonable efforts to prevent a prohibited person from placing a pari-mutuel bet. If a licensee detects or is notified of an individual suspected of being a prohibited person who had engaged or is engaging in prohibited wagering, the licensee shall use reasonable measures to verify whether the individual is prohibited or not. If the licensee cannot establish by reasonable measures that the individual is prohibited, the individual is presumed to not be a prohibited person for the purposes of this section.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:88. Bonus or promotional wagering.** A multi-jurisdictional totalizator hub licensee may conduct pari-mutuel wagering, bonus or promotional offers subject to the following:

(1) A licensee shall maintain a record of the following information for all bonus or promotional offers related to pari-mutuel wagering:

- (A) The unique ID for each bonus or promotional offer;
- (B) The date and time the bonus or promotional offer was or is scheduled to be available;
- (C) The terms of the bonus or promotional offer; and
- (D) The date and time the bonus or promotional offer was or is scheduled to be decommissioned;

(2) All bonus or promotional offers must be stated in clear and unambiguous terms and must be accessible by the patron after the offer is accepted and before completion. Offer terms and the record of all offers must include all of the following:

- (A) The date and time presented;
- (B) The date and time the offer is active and expires;
- (C) Patron eligibility, including any limitations on participation;
- (D) Any restriction on withdrawals of funds;
- (E) Wagering requirements and limitations on events or wager types;
- (F) How the patron is notified when they have received an award;
- (G) The order in which funds are used for wagers;
- (H) Eligible events or wager types; and
- (I) Rules regarding cancellation;

(3) A licensee or online pari-mutuel wagering services provider shall provide a clear and conspicuous method for a patron to cancel the patron's participation in a bonus or promotional

offer that utilizes restricted wagering credits that cannot be cashed out until a wagering requirement or other restrictions associated with the credits is met;

(4) Upon request for cancellation, the licensee or online pari-mutuel wagering services provider shall inform the patron of the amount of unrestricted funds that will be returned upon cancellation and the value of restricted wagering credits that will be removed from the wagering account;

(5) If a patron elects to proceed with cancellation, unrestricted funds remaining in a patron's wagering account must be returned according to the terms of the bonus or promotional offer; and

(6) Once a patron has met the terms of a bonus or promotional offer, a licensee may not limit winnings earned by the patron while participating in the offer.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16), 42-7-58.1.**

**20:04:33:89. Taxation requirements.** Each multi-jurisdictional totalizator hub licensee shall, at all times, comply with Internal Revenue Service (IRS) requirements for reporting and withholding proceeds from pari-mutuel bets by patrons and shall send to patrons subject to IRS reporting or withholding a Form W2-G summarizing the information for tax purposes following a winning wager being paid out to the patron. Upon written request, the licensee shall provide patrons with summarized tax information on pari-mutuel wagering activities.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

20:04:33:90. Bank secrecy act compliance. A multi-jurisdictional totalizator hub licensee shall comply with all applicable provisions of the Bank Secrecy Act of 1970, 31 U.S.C. §§ 5311 to 5332.

A multi-jurisdictional totalizator hub licensee must, with regard to its online wagering operation, maintain records related to its compliance with the Bank Secrecy Act of 1970, 31 U.S.C. §§ 5311 to 5332, including all currency transaction reports, suspicious activity reports, and any supporting documentation, for a minimum of five years. The licensee must provide the records to the commission and any appropriate law enforcement agencies on request, consistent with the authorization prescribed in the Bank Secrecy Act of 1970 and applicable regulations.

A multi-jurisdictional totalizator hub licensee shall provide a written notice to the commission as soon as the licensee becomes aware of a compliance review that is conducted by the Internal Revenue Service under the Bank Secrecy Act of 1970 and involves or impacts the licensee. The licensee shall provide a copy of the compliance review report or the equivalent to the commission within ten days after receipt of the report by the licensee.

General Authority: SDCL 42-7-56(13)(15)(16).

Law Implemented: SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:91. Commission access to information.** A multi-jurisdictional totalizator hub

Licensee shall detail the controls that are in place to ensure that all information the commission requires to be maintained under ARSD 20:04:33 or this chapter is appropriately segregated and controlled to prevent unauthorized access. Licensees must provide the commission with access to all such information and the equipment and facilities on which or within which the information is maintained in a manner approved by the commission pursuant to internal control procedures. All information necessary for the commission to conduct any investigation must be provided to the commission immediately upon request.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:92. Anti-money laundering monitoring.** The multi-jurisdictional totalizator hub licensee shall develop and implement anti-money laundering procedures and policies that adequately address the risks posed by online wagering for the potential of money laundering and terrorist financing. Additional requirements for anti-money laundering procedures and policies may be specified by the commission through internal control procedures.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:93. Reports of online pari-mutuel wagering operations.** The multi-jurisdictional totalizator hub licensee shall prepare reports supporting wagering revenue, wagering liability, winnings, and any other reports required by the internal controls. Additional reporting requirements may be specified by the internal controls. Any information provided under this section is confidential and proprietary and is exempt from disclosure.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**20:04:33:94. Retention of records.** Unless otherwise expressed, all records required by this chapter must be maintained for three years.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

20:04:33:95. Internal control procedures audit. A multi-jurisdictional totalizator hub licensee shall have internal control procedures independently audited at least once every two years with the results documented in a written report, which shall be maintained and available to the commission. This requirement includes internal control procedures conducted by a third party online pari-mutuel wagering services provider on behalf of the licensee. The following apply to independent audits:

(1) Independent audits may be conducted by the commission, or a commission approved third-party auditor.

(2) The commission, or third-party auditor shall be responsible for auditing the licensee's compliance with ARSD 20:04:33, including those adopted in appendix A of GLI-33, the internal control system, and any other applicable rules and regulations;

(3) Documentation, including checklist, programs, reports, corrective actions, and other items, must be prepared to evidence all independent audit work performed as it relates to the requirements of this section, including all instances of noncompliance;

(4) Independent audit reports must include objectives, procedures and scope, findings and conclusions, and recommendations;

(5) Independent audit findings must be reported to management. Management shall respond to the independent audit findings and shall state the corrective measures to be taken to avoid recurrence of the audit exception. Such management responses must be included in the final independent audit report;

(6) Follow-up observation and examinations must verify that corrective action has been taken regarding all instances of noncompliance cited by the independent audits, or by the commission. The verification must be performed within six months following the date of notification; and

(7) Where approved by the commission, a licensee may leverage the results of prior audits conducted within the two-year period by the same third-party auditor in another online pari-mutuel wagering jurisdiction. Such leveraging must be noted in the audit report. This leveraging does not include any internal control procedures unique to the state, which require new audits.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16), 42-7-58.1.

**Reference:** GLI-33 Standards for Event Wagering Systems, v1.1, May 14, 2019, Gaming Laboratories International, LLC. Copies may be obtained without charge from Gaming Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701 (732) 942-3999 and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

20:04:33:96. Annual financial audit. A financial audit of the wagering operations of the multi-jurisdictional totalizator hub licensee shall be conducted by duly licensed certified public accountant and provided to the commission each year within 120 days of the licensee's fiscal year that meets the following requirements:

- (1) Inclusion of an audited balance sheet and audited profits-and-losses statement and breakdown of expenditures and subsidiaries of advance deposit pari-mutuel wagering activities;
- (2) Inclusion of a supplement schedule indicating financial activities on a calendar-year basis if the licensee's fiscal year does not correspond to the calendar year;
- (3) Report of any material errors, and irregularities that may be discovered during the audit, or notice of any audit adjustments;
- (4) Availability, upon request, of an engagement letter for the audit between the licensee and the auditing firm; and
- (5) Inclusion of a supplemental schedule for South Dakota operations and a breakdown of online pari-mutuel wagering activities by each South Dakota licensee.

**General Authority:** SDCL 42-7-56(13)(15)(16).

**Law Implemented:** SDCL 42-7-56(13)(15)(16).

**20:04:33:97. Self-exclusion plan.** A multi-jurisdictional totalizator hub licensee conducting wagering on pari-mutuel events shall develop a self-exclusion plan or voluntary exclusion plan to prevent any person who informs the licensee of that person's desire to participate in a self-exclusion or voluntary exclusion program from participating in wagering. This plan must be submitted to the executive secretary for review and approval. The plan must include monthly reporting of voluntarily excluded persons.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

20:04:33:98. Online wagering system. A multi-jurisdictional totalizator hub licensee shall use an online pari-mutuel wagering system to offer, conduct, or operate pari-mutuel wagering in accordance with applicable laws and this chapter. Only a multi-jurisdictional totalizator hub licensee may process, accept, offer, or solicit pari-mutuel bets.

General Authority: SDCL 42-7-56(13)(15)(16).

Law Implemented: SDCL 42-7-56(13)(15)(16).

**20:04:33:99. Licensee's duty to report criminal or disciplinary proceeding--Commission may share information.**

A multi-jurisdictional totalizator hub licensee shall promptly report to the commission any criminal or disciplinary proceeding commenced against the licensee or any of its employees, where applicable, relating to online pari-mutuel wagering.

The commission may report any information received pursuant to this section to a governing body if sharing the information will not interfere with an ongoing criminal investigation.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

**20:04:33:100. Certain persons prohibited from betting.**

A multi-jurisdictional totalizator hub licensee may not knowingly accept a bet on an event taking place from any of the following persons:

- (1) Any person who is participating in the pari-mutuel event or who is a member of any group participating in or overseeing the pari-mutuel event on which the bet is placed;
- (2) Any person who holds a position of authority or influence sufficient to exert influence over the outcome of the pari-mutuel race/event on which the bet is placed, including a manager, a trainer, a jockey, a steward, or any event official;
- (3) An owner, officer, director, or employee of a multi-jurisdictional hub license
- (4) An agent or proxy for any person for the purposes of placing or redeeming the bet; or
- (5) Any person who uses false identification when placing or redeeming a bet.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

**20:04:33:101. Location detection requirements.** All wagers placed through an advance deposit online wagering account must be initiated and received or otherwise made by an account holder located in the permitted boundaries of the state of South Dakota, pursuant to SDCL 42-7B-79.

A multi-jurisdictional totalizator hub licensee using an online pari-mutuel wagering system shall use location detection procedures to reasonably detect and dynamically monitor the location of an account holder attempting to place any advance deposit wager and to monitor and block unauthorized attempts to place a wager. An account holder outside the permitted boundary shall be rejected, and the account holder shall be notified. The commission shall approve technical specifications and requirements related to location detection.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

20:04:33:102. Location of wager. Each wager made through a licensed multi-jurisdictional totalizator hub pursuant to this chapter and SDCL 42-7 by an account holder physically present in the State of South Dakota is deemed to be made within the State of South Dakota.

General Authority: SDCL 42-7-56(13)(15)(16).

Law Implemented: SDCL 42-7-56(13)(15)(16).

**20:04:33:103. System errors.** The hub key employee or manager shall determine the cause of an error in the totalizator operation or the independent monitoring system and make the necessary repairs or adjustments. Notification of any discrepancy or error identified pursuant to this section shall be made to the executive secretary no later than 24 hours after each occurrence.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

20:04:33:104. Bond. At the time of final approval of the applicant's system and multi-jurisdictional totalizator hub license, shall give to the commission a bond in an amount and form set by the commission, that guarantees all payments to the commission, payments for winning tickets, and the payment of account balances of account holders who are residents of the State of South Dakota not to exceed \$10,000 per account. The bond must be made payable to the South Dakota Commission on Gaming.

General Authority: SDCL 42-7-56(13)(15)(16).

Law Implemented: SDCL 42-7-56(13)(15)(16).

20:04:33:105. Confidentiality. The following information is considered confidential and is not subject to public disclosure except pursuant to a court order:

(1) Tax statements and information received by the commission during the licensing process or otherwise received at the request of the commission or executive secretary;

(2) The account information of individual account holders;

(3) Any account holder information or information submitted in the operating plan required by § 20:04:33:26 the disclosure of which may be harmful to the competitive position of the hub operation;

(4) Communications between the commission and the executive secretary relating to licensing, disciplining of licensees, or violations by licensees which are privileged, if made lawfully and in the course of and in furtherance of the business of the commission on gaming. The executive secretary, the commission, or any member of the commission may claim this privilege.

The confidentiality provisions do not apply to requests for such information or records made by the governor; attorney general; the state's attorney of the county in which the hub is located; officers, employees, or legal representatives of the Department of Revenue and Regulation for the purpose of and only to the extent necessary in the investigation and audit procedures authorized by Title 10; law enforcement officers of any other municipality, county, or state or federal agency or department for a law enforcement activity if the head of that agency or department requesting such information makes a written request to the executive secretary specifying the particular information requested and specifying the law enforcement activity for which the information is sought; the confidentiality provisions do not apply to the use of such information or records by the executive secretary or commission for official purposes.

This section may not be construed to make confidential the aggregate tax collections during any reporting period, the names and business of any license, figures showing the aggregate amount of money wagered during any reporting period, or requests by host tracks for information which the hub licensee is required by contract to provide to the host tracks.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

**20:04:33:106. Manner of wagers approved by commission.** Account wagers may only be accepted during times when the wagering pools of the host track are open for such wagers.

**General Authority: SDCL 42-7-56(13)(15)(16).**

**Law Implemented: SDCL 42-7-56(13)(15)(16).**

## CHAPTER 20:04:34

## INTEGRITY AND PENETRATION TESTING

## Section

- 20:04:34:01. Integrity monitoring -- Suspicious behavior.
- 20:04:34:02. Integrity monitoring -- Suspension of wagering.
- 20:04:34:03. Integrity monitoring -- Evaluation.
- 20:04:34:04. Integrity monitoring -- Maintaining records.
- 20:04:34:05. Integrity monitoring -- Sharing of information.
- 20:04:34:06. Integrity monitoring -- Registration of independent integrity provider.
- 20:04:34:07. Integrity monitoring -- Personnel and notification.
- 20:04:34:08. Technical Standards.
- 20:04:34:09. Integrity and security assessment.
- 20:04:34:10. Certification testing.
- 20:04:34:11. Integrity and security assessment -- Scope.
- 20:04:34:12. Integrity and security assessment -- Report.
- 20:04:34:13. Information security management system (ISMS).

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:34:01. Integrity monitoring -- Suspicious behavior.** A multi-jurisdictional totalizator hub licensee shall have internal controls in place to identify and report unusual wagering activity to the commission.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:34:02. Integrity monitoring -- Suspension of wagering.** A multi-jurisdictional totalizator hub licensee receiving a report of suspicious wagering activity must be permitted to suspend wagering on events or wager types related to the report but may only cancel bets related to the report after receiving approval from the commission.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:34:03. Integrity monitoring -- Evaluation.** The commission may require a multi-jurisdictional totalizator hub licensee to provide any hardware or software necessary to the commission or to an independent gaming laboratory approved by the commission for evaluation of its online wagering offering or to conduct further monitoring of data provided by its online wagering system.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:34:04. Integrity monitoring -- Maintaining records.** A multi-jurisdictional totalizator hub licensee shall maintain records of all event integrity monitoring services and activities for a minimum of three years and must provide such records to the commission on request.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:34:05. Integrity monitoring -- Sharing of information.** If the commission receives information regarding the integrity of a race on which bets are made, the commission may, to the extent allowed in SDCL chapter 42-7 and this chapter, share such information with a licensee, independent integrity monitoring provider, governing body, law enforcement entity, regulatory agency, or other person the commission considers appropriate.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:34:06. Integrity monitoring -- Registration of independent integrity provider. A multi-jurisdictional totalizator hub licensee may contract with an independent integrity monitoring provider to assist with the identification and reporting. An independent integrity monitoring provider shall register as a vendor with the commission before providing event integrity monitoring services to a licensee or online pari-mutuel wagering services provider under SDCL chapter 42-7B and this chapter.**

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:34:07. Integrity monitoring -- Personnel and notification. A multi-jurisdictional totalizator hub licensee must employ or retain person responsible for ensuring the operation and integrity of online wagering and reviewing all reports of suspicious behavior. Unless otherwise directed by the commission, a licensee must promptly notify the commission upon detecting or becoming aware of any of the following:

- (1) Any person participating in wagering who is engaging in or attempting to engage in, or who is reasonably suspected of, cheating, theft, embezzlement, collusion, use of funds derived from illegal activity, money laundering, or any other illegal activities;
- (2) Any person who is reasonably suspected of misrepresenting their identity or using false identification to establish or attempt to establish a wagering account;
- (3) Suspected criminal activity related to any aspect of pari-mutuel wagering;
- (4) Any criminal or disciplinary proceedings commenced against the licensee or online wagering services provider in connection with its online wagering operations; or
- (5) Any pari-mutuel bets that violate any applicable state or federal law.

An online wagering services provider must promptly notify any affected licensees of any issues impacting the integrity of online wagering.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:34:08. Technical Standards.** All equipment and systems integral to the conduct of advance deposit pari-mutuel wagering must meet the specifications set forth in this chapter or other technical specifications as prescribed by the commission through internal control procedures. Failure to comply with the approved specifications, internal controls, or technical specifications may result in disciplinary action by the commission. Multi-jurisdictional totalizator hub Licensees and online pari-mutuel wagering systems must comply with, and the commission adopts and incorporates by reference, the following Gaming Laboratories International, LLC (GLI) standards:

1. GLI-33: Standards for Event Wagering Systems, v1.1, and its Appendices. The GLI-33 standards are intended to supplement rather than supplant other technical standards and requirements under these rules.
2. GLI Gaming Security Framework (GLI-GSF-1).
3. GLI Gaming Information Security (GIS) Controls Audit v1.1.
4. GLI Gaming Technical Security (GTS) Assessment v1.0.
5. Gaming Information Security (GIS) Landbased Audit v1.0.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**Reference:** GLI-33 Standards for Event Wagering Systems, v1.1, May 14, 2019, Gaming

Laboratories International, LLC. Copies may be obtained without charge from Gaming

Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

**GLI Gaming Security Framework Module 1 (GLI-GSF-1) v1.1: Gaming Information**

**Security (GIS) Controls Audit – Common Controls Core Security Framework**

Gaming Laboratories International, LLC. Copies may be obtained without charge from Gaming Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

**GLI-GSF-2 (GLI-GSF-2) v1.1: Gaming Technical Security (GTS) Assessment**

**Benchmark for Conducting a Gaming Enterprise’s GPE**

Gaming Laboratories International, LLC. Copies may be obtained without charge from Gaming Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

**GLI Gaming Security Framework Module 3 (GLI-GSF-3) v1.0: Gaming Information**

**Security (GIS) Controls Audit – Vendor Controls Non-Gaming Vendor Integration**

Gaming Laboratories International, LLC. Copies may be obtained without charge from Gaming Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

**GLI Gaming Security Framework Module 4 (GLI-GSF-4) v1.0: Gaming Information**

**Security (GIS) Controls Audit – Land-based Gaming Controls Land-Based Gaming**

**Operations**

Gaming Laboratories International, LLC. Copies may be obtained without charge from Gaming Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

**GLI Gaming Security Framework Module 5 (GLI-GSF-5) v1.0: Gaming Information**

**Security (GIS) Controls Audit – Online Gaming Controls Online Gaming Operations**

Gaming Laboratories International, LLC. Copies may be obtained without charge from Gaming Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).

20:04:34:09. Certification testing. Prior to conducting online wagering, and annually thereafter, all equipment and systems integral to the conduct of online pari-mutuel wagering and advance deposit wagering must be submitted to a commission-designated independent testing laboratory for evaluation. Certification and executive secretary approval must be received prior to the use of any equipment or system to conduct online wagering. The submission for evaluation must include the following:

(1) The licensee shall provide internal controls that protect the integrity of all hardware, networks, applications, databases, and data of the system to the executive secretary for approval prior to completion of the system testing period and final approval of the system; and

(2) The licensees and online pari-mutuel wagering services provider shall submit change control processes to the executive secretary for approval. These processes must be:

(A) Developed in accordance with the Gaming Laboratories International, LLC Guide GLI-CMP Change Management Program Guide, v1.0; and

(B) Certified prior to its deployment and audited at an annual interval by the independent gaming laboratory.

At least annually, each product operating under the certified change control processes must be fully certified to the specifications set forth in this chapter or other technical specifications as prescribed by the commission through internal control procedures and accompanied by formal certification documentation from the independent gaming laboratory.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**Reference: GLI-CMP Change Management Program Guide, v1.0, May 6, 2020 Gaming**

**Laboratories International, LLC. Copies may be obtained without charge from Gaming**

**Laboratories International, LLC, at 600 Airport Road, Lakewood, New Jersey, 08701. (732) 942-**

**3999, and online at [Gaminglabs.com/gli-standards](http://Gaminglabs.com/gli-standards).**

20:04:34:10. Integrity and security assessment. System integrity and security risk assessment must be performed annually on all online pari-mutuel wagering systems by an independent information technology security professional approved by the executive secretary.

All online pari-mutuel wagering system operators must:

(a) engage an independent third-party auditor to conduct an annual audit of their information security and operational controls.

(b) The third-party auditor must possess at least one of the following credentials:

1. Certified Information Systems Auditor (CISA) Certification
2. Lead Auditor for ISO (International Organization for Standardization)
3. Certified Information Security Manager (CISM) Certification

The system integrity and security risk assessment shall be conducted no later than 90 days after commencing operations and annually thereafter.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:34:11. Integrity and security assessment -- Scope.** The scope of the online pari-mutuel wagering system integrity and security assessment is subject to the approval of the commission and must include:

- (1) A vulnerability assessment of digital platforms, mobile applications, internal, external, and wireless networks with the intent of identifying vulnerabilities of all devices, the online pari-mutuel wagering systems, and applications transferring, storing, and/or processing personal identifying information or other sensitive information connected to or present on the networks;
- (2) A penetration test of all digital platforms, mobile applications, and internal, external, and wireless networks to confirm devices, the wagering systems, and applications are susceptible to compromise;
- (3) A review of the firewall rules to verify the operating condition of the firewall and the effectiveness of its security configuration and rule sets that must be performed on all perimeter and internal firewalls;
- (4) A technical security control assessment approved by the commission and with generally accepted professional standards;
- (5) An evaluation of information security services, cloud services, payment services, financial institutions, payment processors, location services, and any other services that may be offered directly by the licensee or involve the use of third parties; and
- (6) At the discretion of the executive secretary, any additional assessments or specific testing criteria which may be required by internal control procedures.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:34:12. Integrity and security assessment -- Report. The full independent information technology security professional's report on the assessment must be submitted to the executive secretary no later than 30 days after the assessment is conducted and must include:

- (1) A scope of review;
- (2) The name and company affiliation of the individual or individuals who conducted the assessment;
- (3) The date of assessment;
- (4) Findings;
- (5) Recommended corrective action, if applicable; and
- (6) The licensee's or online wagering services provider's response to the findings and recommended corrective action.

Where approved by the executive secretary, it is acceptable for the independent information technology security professional to leverage the results of prior assessments within the past year conducted by the same professional against standards from the International Organization for Standardization, the International Electrotechnical Commission, the National Institute of Standards and Technology, the Payment Card Industry, or equivalent. Such leveraging shall be noted in the professional's report. Components unique to the state must be given fresh assessments.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:34:13. Information security management system (ISMS).** Each multi-jurisdictional totalizator hub licensee shall implement, maintain, regularly review and revise, and comply with a comprehensive information security management system, to take reasonable steps to protect the confidentiality, integrity, and availability of personal identifying information of individuals who place a wager with the licensee. The system shall contain administrative, technical, and physical safeguards appropriate to the size, complexity, nature, and scope of the operations and the sensitivity of the personal identifying information owned, licensed, maintained, handled, or otherwise possessed by the licensee or online wagering services provider. Additional specifications may be adopted by the commission through internal control procedures.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

## CHAPTER 20:04:35

## ADVANCE DEPOSIT PARI-MUTUEL WAGERING ACCOUNTS

## Section

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**20:04:35:01. Definitions.** As used in this chapter:

(1) “Account” or “wagering account” means a ledger for advance deposit wagering with a specific identifiable record of deposits, wagers, and withdrawals established by an account holder and managed by an advance deposit pari-mutuel wagering licensee. The term does not include an account used solely to track promotional points, credits, or similar benefits issued to an individual which may be redeemed for merchandise or services;

(2) “Account application” means the form or forms and other required submissions received from an applicant intending to open an account;

(3) “Account holder” an individual who successfully completes an application and for whom an advance deposit wagering licensee has opened an account;

(4) “Advance deposit wagering licensee” means a totalizator hub licensee who manages wagering accounts on horse or greyhound races in which an eligible individual may deposit money into an account and use the balance to pay for bets as allowed and regulated by the commission;

(5) “Confidential account information” means:

(A) The amount of money credited to, debited from, withdrawn from, or present in any particular account holder’s account;

(B) The amount wagered by a particular account holder on any event or game or series of events or games;

(C) The unique account ID or username and authentication credentials of a particular account holder;

(D) The identities of the particular events or games on which the account holder is wagering or has wagered; and

(E) Unless otherwise authorized by the account holder the disclosure of the name, address, and other information in the possession of an advance deposit wagering licensee that identifies the account holder to anyone other than a representative of the commission;

(6) “Credits” mean all positive inflows of money to an account;

(7) “Debits” mean all negative outflows of money from an account;

(8) “Deposit” means a payment of money by an account holder to the account holder's account;

(9) “Geolocation process” means a process to reasonably detect the location of an account holder when the account holder is attempting to access the system and place an advance deposit wager;

(10) “Principal residence address” means the place where the individual submitting an application for an account resides at least 50 percent of the time during the calendar year;

(11) “Proper identification” means a form of identification accepted in the normal course of business establishing the identity of a person;

(12) “Secure personal identification code” means an security compliant code chosen by an account holder as a means of verification that a wager or account transaction is authorized by the account holder;

(13) “Suspended account” means a wagering account that has been temporarily disabled from engaging in wagering activity;

(14) “Withdrawal” means a payment of money from an account to the account holder when properly requested by the account holder.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:02. Authorization to conduct advance deposit wagering.** A multi-

jurisdictional totalizator hub licensee shall receive specific authorization from the commission to conduct advance deposit wagering prior to conducting wagering. Any entity authorized to conduct wagering under SDCL 42-7 shall comply with all applicable federal, state, local, and commission requirements to be eligible for authorization.

The licensee shall submit internal controls, approved by the executive secretary, that include:

(1) Specific procedures and technology partners to fulfill the requirements set forth in this chapter;

(2) Commercially available and demonstrable standards to confirm that an individual attempting to create a wagering account is not a prohibited person;

(3) A process to close out inactive accounts;

(4) A method for verifying location detection procedures to establish account holders' geographic locations;

(5) Detailed procedures for making adjustments to a wagering account;

(6) Providing a method for an account holder to close out an account;

(7) Detailed description how an account holder will be refunded after the closure of an account;

(8) Detailed procedures for maintaining the security of personal identifying information of account holders;

(9) Method for securely issuing, modifying, and resetting an account holder's authentication credential;

(10) Methods of account holder notification when changes are made to any account used for financial transactions or to registration information or when financial transactions are made unless other notification preferences are established by the account holder;

(11) Methods of account holder notification including any authentication credential modification via electronic or regular mail, text message, or other manner approved by the executive secretary. Such methods must include:

- (i) Proof of identity, if in person;
- (ii) The correct response to two or more challenge questions;
- (iii) Strong authentication; or
- (iv) Multi-factor authentication; and

(12) Processes to ensure funds in a licensee's account are held in trust for the player in a special purpose segregated account, and that make clear the funds do not belong to the licensee and are not available to creditors other than the account holder whose funds are being held.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:03. Advance deposit wagering -- Associated agreements.** The commission's approval of any agreements between a licensee and its service providers does not constitute the authorization to conduct advance deposit wagering. If an online pari-mutuel wagering services provider has an agreement with more than one licensee, the online pari-mutuel wagering services provider operating advance deposit pari-mutuel wagering shall submit agreement with the licensed operator to the executive secretary that indicates the manner in which wagering accounts, activity and net receipts shall be accounted and maintained separately.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:04. Account requirements.** A patron must have an established advance deposit pari-mutuel wagering account in order to place wagers on horse and dog races. An account shall be established only through registration procedures pursuant to these rules. Where a single account is used for online pari-mutuel wagering and cannot be connected or associated with any other wagering, such as gaming activities or wagering on sporting events. If a patron has multiple wagering accounts, each account must be identified, recorded, accounted for, and reported separately and distinctly from pari-mutuel wagering activity.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:05. Establishing an account.** To establish an advance deposit pari-mutuel wagering account, an application for an account must be signed by the applicant and the license shall:

(1) Collect the applicant's personal identifying information including:

(A) Full legal name;

(B) Date of birth;

(C) Principal residential address;

(D) Social Security number, or the last four digits of the Social Security number, or an equivalent government issued identification number for a noncitizen account holder, such as a passport or taxpayer identification number; and

(E) Government issued identification credential or other information required by the executive secretary used to verify his or her identity and to prove the account holder is at least 18 years of age.

(2) Deny the applicant the ability to register for an account if they submit a birth date that indicates that they are under the age of 18;

(3) Indicate the required information on the account application and the consequences of not providing the application;

(4) Require the applicant to agree to the licensee's terms and conditions and privacy policies;

(5) Obtain the applicant's acknowledgment that the applicant is prohibited from allowing any unauthorized person to access their account;

(6) Obtain the applicant's consent to the monitoring and recording of the use the applicant's account by the licensee and the commission; and

(7) Obtain the applicant's assurance that the information on the application is accurate.

General Authority: SDCL 42-7-56(13)(15)(16)(17).  
Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:06. Account application verification.** Each advance deposit pari-mutuel wagering account application submitted is subject to electronic verification of the information submitted pursuant to § 20:04:35:05, by either a national, independent, individual reference service company approved by the commission, or other technology approved by the commission that meets or exceeds the reliability, security, accuracy, privacy, and timeliness of the individual reference service companies. If there is a discrepancy between the application submitted and the information provided by the electronic verification described above, or if no information on the applicant is available from such electronic verification, another individual reference service may be accessed or other technology meeting the requirements described above may be used to verify the information provided. If these measures prove unsatisfactory, then the applicant for an account must be contacted by the advance deposit pari-mutuel wagering licensee and given instructions on how to resolve the matter.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:07. Account eligibility. Only an individual who is 18 years of age or older and not a prohibited person may create an account, deposit funds, or participate in advance deposit wagering. The licensee shall deny the ability to create an account, deposit funds, or participate in advance deposit wagering to any individual who is under 18 years of age or is a prohibited person.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:08. Licensee may close or refuse to open accounts.** The multi-jurisdictional totalizator hub licensee may close or refuse to open a wagering account for what the licensee considers good and sufficient reason. The shall order an account closed if information used to open the account was false or misleading or if the account has been used in violation of the provisions of this chapter or any state or federal law. The licensee shall inform the commission of having refused or closed an account within seven calendar days of the action.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:09. Terms and conditions and privacy policies for accounts.** All terms and conditions and privacy policies for online pari-mutuel wagering accounts must be included in the internal controls of the multi-jurisdictional totalizator hub licensee and be readily accessible to the account holder before and after registration and noticed when materially updated.

Terms and conditions and privacy policies for accounts must address all aspects of the advance deposit wagering operation, including:

- (1) That no underage individuals are permitted to participate in wagering;
- (2) Specifications advising account holders to keep their authentication credentials secure;
- (3) Processes for dealing with lost authentication credentials, forced password changes, and password strength;
- (4) Conditions under which an account is declared inactive and the actions undertaken on the account once this declaration is made;
- (5) Actions that will be taken on the account holder's pending wagers placed prior to any exclusion or suspension, the return of all wagers, or settling all wagers, as appropriate;
- (6) Information about timeframes and limits regarding deposits to or withdrawals from the account;
- (7) That the advance deposit wagering licensee has the right to:
  - (A) Refuse to establish an account for what it deems good and sufficient reason;
  - (B) Refuse deposits to or withdrawals from accounts for what it deems good and sufficient reason; and
  - (C) Unless there is a pending investigation or account holder dispute, suspend or close any account at any time pursuant to the terms and conditions between the licensee and the account holder;

(8) The licensee's personal identifying information protection policy including:

(A) The information required to be collected;

(B) The purpose and legal basis for collection;

(C) The period in which the information is stored, or, if no period can be possibly set, the criteria used to set this;

(D) The conditions allowing disclosure;

(E) That measures are in place to prevent the unauthorized or unnecessary disclosure;

and

(F) Any other privacy requirements specified by the commission through internal control procedures.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:10. Account information. A multi-jurisdictional totalizator hub licensee shall maintain an electronic account holder file that includes the following for each wagering account:

- (1) Unique account ID or username, or both;
- (2) The information indicated in § 20:04:35:05 to register an account holder and create the account;
- (3) Encrypted government issued identification number, authentication credential, and personal financial information;
- (4) The date and method of identity verification, including, where applicable, the document number of the government issued identification credential examined, and its date of expiration. If a government issued identification credential is not required for registration, the electronic record that details the process used to confirm the account holder's identity must be recorded;
- (5) The date the account holder agrees to the terms and conditions and privacy policies;
- (6) Account details and current balance, including any incentive credits. All restricted wagering credits and unrestricted funds that have a possible expiration must be maintained separately;
- (7) Previous accounts, if any, and the reason for deactivation;
- (8) The date and method the account was registered;
- (9) The date and time the account is accessed by any person, including IP Address or gaming establishment location as applicable; and
- (10) The current status of the account.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

20:04:35:11. Authentication credentials. The applicant for an advance deposit pari-mutuel wagering account shall supply the licensee with an authentication credential to assure that only the account holder has access to the account. Allowable authentication credentials are subject to the discretion of the commission as necessary. The requirement may not prohibit the option for more than one method of authentication for an account holder to access their account. An account holder may change this authentication credential at any time.

Where an account holder has forgotten their authentication credentials, a multi-factor authentication process must be employed for the retrieval or reset of the account holder's forgotten authentication credentials.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:12. Authentication credentials -- Reset or locked accounts.** If the online pari-mutuel wagering system does not recognize the authentication credentials when entered, an explanatory message must be displayed to the account holder that prompts the account holder to try again. The error message must be the same regardless of which authentication credential is incorrect.

The system must support a mechanism that locks an account in the event that suspicious activity is detected, such as three – consecutive, failed access attempts in a 30-minute period. A multi-factor authentication process must be employed for the account to be unlocked.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:13. Account balance. Current wagering account balance information, restricted wagering credits, unrestricted funds, and transaction options must be available on demand after confirmation of account holder identity. The account balance must be presented in terms of currency to the account holder. All restricted wagering credits and unrestricted funds that have a possible expiration must be indicated separately.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

20:04:35:14. Accounts nontransferable. No advance deposit pari-mutuel wagering account may be transferred between individuals or other legal entities.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

20:04:35:15. Financial transactions. A multi-jurisdictional totalizator hub licensee shall provide a fee-free method for account holders to deposit or withdraw funds from their wagering accounts. The account holder must be provided with a confirmation or denial of every financial transaction initiated that provides:

- (1) Whether the type of transaction is a deposit or withdrawal;
- (2) The transaction value; and
- (3) For denied transactions, why the transaction did not complete as initiated.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:16. Licensee may refuse financial transactions.** The multi-jurisdictional totalizator hub licensee may refuse financial transactions on a wagering account for what the licensee considers good and sufficient reasons, which shall be listed in the licensee's internal controls.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:17. Account credits and deposits. After establishment, an advance deposit pari-mutuel wagering account may be funded using approved methods that produce a sufficient audit trail for verification of the source of the wagers.

The approved methods for funding accounts are:

- \_\_\_\_ (1) Cash or voucher deposits;
- \_\_\_\_ (2) Check, money order;
- \_\_\_\_ (3) Charges made to an account holder's or debit card;
- \_\_\_\_ (4) Bonus or promotional credit;
- \_\_\_\_ (5) Electronic funds transfer from a monetary account controlled by an account holder;
- \_\_\_\_ (6) Credit for winnings from wagers placed with funds in the account;
- \_\_\_\_ (7) Adjustments made by the licensee with documented notification to the account holder;
- \_\_\_\_ (8) Wire transfer; or
- \_\_\_\_ (9) Any other means approved by the commission pursuant to internal control procedures.

For debit cards and electronic fund transfers, the account holder is liable for any charges imposed by the transmitting or receiving entity, with such charges to be deducted from the account.

Any funds deposited pursuant to this section are available for wagering use in accordance with the financial institution's policy regarding funds availability.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:18. Failed electronic funds transfer transactions.** Where financial transactions are conducted through electronic funds transfer, the licensee shall have security measures and controls to prevent electronic funds transfer fraud. A failed electronic funds transfer attempt is not considered fraudulent if the account holder has successfully performed a transfer on a previous occasion with no outstanding chargebacks. Otherwise, the multi-jurisdictional totalizator hub licensee must:

(1) Temporarily block the holder's account for investigation of fraud after five consecutive failed electronic funds transfer attempts within a ten minute period. If there is no evidence of fraud, the block must be vacated; and

(2) Suspend the account holder's account after five additional, consecutive failed transfer attempts within a ten minute period.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:19. Withdrawals from an account. An account holder may withdraw the funds maintained in the holder's wagering account, except as otherwise provided in these rules, or any other applicable state or federal laws. For withdrawals not paid directly to an account holder, payments from an account must be paid directly to an account with a financial institution in the name of the account holder, or made payable to the account holder and forwarded to the account holder's principal address using a secure delivery service or through another method that is not prohibited by state or federal law. For purposes of this chapter, a request for withdrawal is considered honored if it is processed by the advance deposit wagering licensee notwithstanding a delay by a payment processor, credit card issuer, or the custodian of a financial account.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

20:04:35:20. Withdrawals from one account -- Overdraws. An online wagering system must employ a mechanism that can detect and prevent any withdrawal activity initiated by an account holder that would result in a negative account balance of the account.

A multi-jurisdictional totalizator hub licensee may not allow an account to be overdrawn unless caused by payment processing issues outside the control of the licensee.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:21. Declining to withdraw from an account.** A multi-jurisdictional totalizator hub licensee must honor the account holder's request to withdraw funds within five business days after the request unless the licensee believes in good faith that the account holder engaged in fraudulent conduct or other conduct that would put the licensee in violation of South Dakota Codified Law or these rules. In such cases, the licensee shall:

- (1) Provide notice to the account holder of the nature of the investigation of the account; and
- (2) Conduct an investigation in a reasonable and expedient fashion, providing the account holder written notice of the investigation status every tenth business day from the day the original notice was provided to the account holder.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:22. Modification of account information.** A multi-jurisdictional totalizator hub licensee shall allow the account holder to update authentication credentials, registration information, and the account used for financial transactions. A multi-factor authentication process must be employed for these purposes.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:23. Balance adjustments.** A multi-jurisdictional totalizator hub licensee must have in place security or authorization procedures to ensure that only authorized adjustments can be made to wagering accounts. The licensee shall ensure each adjustment is auditable, indicating who, what, when, the value before the adjustment, and the reason for the adjustment. All adjustments to an account balance for amounts of \$500 or less must be periodically reviewed by supervisory personnel as set forth in the licensee's internal controls. All other adjustments must have a supervisor's approval before being entered.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:24. Responsible gaming limits.** A multi-jurisdictional totalizator hub licensee shall allow the account holder to set:

(1) A deposit limit offered on a daily, weekly, or monthly basis that specifies the maximum amount of money an account holder may deposit into the holder's wagering account during a particular period of time; and

(2) A wager limit offered on a daily, weekly, or monthly basis that specifies the maximum amount of wagering account funds that may be put at risk during a particular period of time.

Any decrease to these limits shall be effective immediately or at the point in time clearly indicated to the player. Any increase to these limits shall become effective only after the time period of the previous limit has expired and the player reaffirms the requested increase.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:25. A multi-jurisdictional totalizator hub licensee may suspend or close accounts. The multi-jurisdictional totalizator hub licensee may suspend or close any wagering account at any time if, when an account is closed, the licensee, within five business days, returns to the account holder all monies then on deposit pursuant to the licensee's internal controls.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:26. Suspension and restoration of accounts.** The multi-jurisdictional totalizator hub licensee shall employ a mechanism that places a wagering account in a suspended mode under the following conditions:

(1) When a self-exclusion request is made by the account holder for a specified period of time not less than 72 hours, or indefinitely;

(2) When required by the commission;

(3) Upon a determination that an account holder is a prohibited person; or

(4) When initiated by a licensee with evidence that illegal activity, a negative account balance, or a violation of the terms and conditions has taken place on an account holder's account.

Each licensee shall, on a monthly basis, provide the commission with a list of suspended accounts, and the reasons why the account was suspended.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:27. Suspension of Account -- Effect.** Upon suspension of an advance deposit pari-mutuel wagering account, the multi-jurisdictional totalizator hub licensee shall:

(1) Prevent the account holder from wagering;

(2) Prevent the account holder from depositing funds, unless the account is suspended due to having a negative account balance, but only to the extent the account balance is brought back to zero dollars;

(3) Prevent the account holder from withdrawing funds from the holder's account unless the licensee acknowledges that the funds have cleared and that the reason or reasons for suspension would not prohibit a withdrawal;

(4) Prevent the account holder from making changes to his or her account;

(5) Prevent the removal of the account from the system; and

(6) Prominently display to the account holder that the account is in a suspended mode, the restrictions placed on the account, and any further course of action needed to remove the suspended mode.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:28. Restoration of accounts.** A suspended account may be restored:

(1) Upon expiration of the time period established by the account holder if solely the result of a self-exclusion request;

(2) If authorized by the commission;

(3) When the account holder is no longer a prohibited person; or

(4) When the licensee has lifted the suspended status.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:29. Account closure. An account holder must be provided with a conspicuous and readily accessible method to close the holder's advance deposit pari-mutuel wagering account through the account management or similar page, or through the customer support team. Any balance remaining in an account holder's account closed by a holder must be refunded pursuant to the licensee's internal controls.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:30. Inactive accounts.** The multi-jurisdictional totalizator hub licensee may close any wagering account that has no activity for 24 months.

For purposes of this section, the term “activity” means making a wager, making an account deposit, or withdrawing funds.

The licensee shall:

(1) Allow access to a player's inactive account only after performing additional identity verifications;

(2) Protect inactive accounts that contain funds from unauthorized access, changes, or removal; and

(3) Deal with unclaimed funds from inactive accounts, and return any remaining funds to the player where possible.

No advance deposit wagering licensee may charge an administration fee or maintenance fee for any inactive account. The licensee shall treat inactive accounts as unclaimed property and comply with the provision of SDCL chapter 43-41.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:31. Deceased account holder.** In the event an account holder is deceased, funds accrued in the advance deposit pari-mutuel wagering account must be released to the decedent's legal representative upon receipt of a certified copy of a valid death certificate, tax releases or waivers, probate court authorizations, or other documents required by applicable laws.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:32. Account security -- Account holder responsibility.** A wagering account is for the personal use of the individual account holder only. The account holder is responsible for maintaining the confidentiality of their authentication credentials. Except where the multi-jurisdictional totalizator hub licensee or its employees or agents act without good faith or fail to exercise ordinary care, the licensee is not responsible for any loss from an account holder's account arising from the use by any other person or persons. The account holder shall immediately notify the multi-jurisdictional totalizator hub licensee of a breach of the account's security.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

20:04:35:33. Account statements. Upon the request for the account holder, the multi-jurisdictional totalizator hub licensee shall provide to each account holder a statement of an individual's wagering account activity for the time period requested, not to exceed one year. Statements provided shall include sufficient information to allow account holders to reconcile the statement against their own financial records. The statement is presumed to be correct unless written notice to the contrary is received by the licensee within 30 days of the date that any statement is provided to an account holder.

General Authority: SDCL 42-7-56(13)(15)(16)(17).

Law Implemented: SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:34. Account holder's principal residence address.** The principal residence address provided by the account holder at the time of advance deposit pari-mutuel wagering account application is the proper address for all mailings unless the account holder has provided the multi-jurisdictional totalizator hub licensee with a change of principal residence address. The mailing of checks or other correspondence under this section is at the sole risk of the account holder.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**

**20:04:35:35. Wager information confidential -- Disciplinary action for violations.** Any information about accounts that is not subject to disclosure pursuant to the privacy policies must be kept confidential, except where the release of that information is required by law. No employee or agent of the licensee may divulge any confidential information related to the placing of a wager or any confidential account information related to the operation of the licensee, except as provided by article 20:04, pursuant to a court order, state or federal law, or commission order. A violation of this section is grounds for disciplinary action.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

20:04:35:36. Securing payment methods. Procedures must be in place to ensure all financial transactions are conducted in accordance with federal regulations and the commission's rules. To protect payment methods against fraudulent uses, the multi-jurisdictional totalizator hub licensee shall:

(1) Ensure collection of sensitive information directly related to financial transactions must be limited to the information strictly needed for such transaction;

(2) Take adequate measures to protect any type of payment in the system from a fraudulent use;

(3) Verify that the payment processors ensure the protection of the account holder's data, including any sensitive information given by the account holder, or transaction related data;

(4) Establish procedure for assuring a match of ownership between the payment type holder and the wagering account holder; and

(5) Generate all transactional records of wagering accounts. The data recorded must allow the licensee to trace a single financial transaction of an account holder from another transaction.

All financial transactions must be reconciled with financial institutions and payment processors daily or as otherwise specified by the commission.

Additional requirements for payment processors may be specified by the commission through internal control procedures.

**General Authority:** SDCL 42-7-56(13)(15)(16)(17).

**Law Implemented:** SDCL 42-7-56(13)(15)(16)(17).

**20:04:35:37. Advance deposit wagering--Account requirements.**

Each multi-jurisdictional totalizator hub licensee that is authorized to conduct advance deposit pari-mutuel wagering shall maintain an account at a state or federally chartered financial institution to hold patron deposits and payments made by the operator or route operator to the patrons for winning bets. This account shall not be used by the licensee for any other purpose and is not an asset of the licensee. This account is subject to review and audit by the commission at any time.

**General Authority: SDCL 42-7-56(13)(15)(16)(17).**

**Law Implemented: SDCL 42-7-56(13)(15)(16)(17).**



## SOUTH DAKOTA COMMISSION ON GAMING

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

### UNAPPROVED MINUTES

#### South Dakota Commission on Gaming Quarterly Business Meeting City Hall, Deadwood, South Dakota

#### MINUTES

March 30, 2026

At 9:00 a.m. the meeting was called to order. Chairman Harry Christianson, Vice Chairman Spencer Hawley, Commissioner Bob Goetz, and Commissioner Daryl Christiansen were present. Commissioner Mark Millage participated in the meeting via Zoom. Staff members present at the meeting were Doug Abraham, Commission Attorney; Mark Heltzel, Executive Secretary; and Brandon Snyder, Enforcement Agent.

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

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

#### **Approval of Quarterly Business Meeting Agenda**

Chairman Christianson stated to remove pages 5-13H from the meeting agenda. Vice Chairman Hawley made a motion to approve the meeting agenda with the removal of the pages noted. Commissioner Goetz seconded the motion which was carried unanimously.

#### **December 16, 2025, Quarterly Meeting**

Commissioner Goetz made a motion to adopt the minutes as drafted for the December 16, 2025, quarterly meeting. Commissioner Christiansen seconded the motion which was carried unanimously.

**Conflicts of Interest Disclosure**

On a roll call no conflicts of interest were disclosed.

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

**Stipulation and Assurance of Voluntary Compliances****Randy Olson**

A monetary penalty of \$150.00 to be paid not later than March 2, 2026, was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant was employed as a gaming employee without having an active gaming license and this is in violation of SDCL 42-7B-27. An informal consultation was held, and licensee agreed to the complaint and paid the fine.

**SGMSD, LLC**

A monetary penalty of \$500.00 to be paid not later than March 2, 2026, was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant, a retail licensee, employed a gaming employee without having an active gaming license and this is in violation of SDCL 42-7B-27. An informal consultation was held, and licensee agreed to the complaint and paid the fine.

Commissioner Millage made a motion to accept the Stipulation and Assurance of Voluntary Compliance for Randy Olson and SGMSD, LLC. Commissioner Christiansen seconded the motion which was carried unanimously.

**Comments by Executive Secretary**

The Executive Secretary, Mark Heltzel, commented on the following items that were related to the 2026 Legislative Session:

- Senate Bill 102 passed which changes the distribution formula for the City of Deadwood, State general fund, municipalities, and school district and will go into effect July 1, 2026.
- House Bill 1058 passed which now will allow online parimutuel wagering and will go into effect July 1, 2026.
- Senate Bill 46, 47, and 48 all pertained to open meeting law requirements in which the commission already meets the requirements.

## **Deadwood Licensing Matters**

### **Key License Approvals**

Executive Secretary Heltzel recommended approval of the following:

- Helen Ashton
- Tijana Harper
- Jaqueline Huiner
- Constance Purcell
- James
- Daniel Feltz
- Stephen Morro
- Christine Tierney
- Leah Rauchwater

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

### **2026 Key License Renewals**

Executive Secretary Heltzel recommended approval of the following:

- Brenda Alexander
- Rosa Gonzalez-Costa
- Hector Fernandez
- Jim Vinson

Commissioner Goetz made a motion to approve the Key License renewals as staff recommended. Commissioner Christiansen seconded the motion which was carried unanimously.

### **Comments by Shane Kramme, VBA**

Shane Kramme, representing the Verendrye Benevolent Association and the SD Horsemen Association, requested the date of October 3, 2026, running seven races, and October 4, 2026, as an alternative day, for the 2026 live racing season. He stated that he did some research and there are currently nine providers that operate in South Dakota illegally and with the passing of House Bill 1058 this will allow the commission to license those providers.

### **Live Horse Racing**

Commissioner Christiansen made a motion to approve October 3, 2026, live horse racing date and October 4, 2026, as an alternative day for the 2026 live horse racing season. Vice Chairman Hawley seconded the motion which carried unanimously.

### **Next Quarterly Commission Meeting**

The next quarterly commission meeting is scheduled for June 23, 2026.

### **Public Comment**

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

### **Overview of the last three fiscal years of gaming taxes remitted**

This was for information purposes only, so no action was taken.

**Executive Session**

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

At 9:40 a.m. the Commissioners went into Executive Session pursuant to SDCL 42-7B-8.1 and ARSD 20:18:08.01:02.

The Executive Session concluded at 10:25 a.m. with no action taken.

**Adjournment**

With no further business to be discussed Commissioner Christiansen made a motion to adjourn the meeting. Vice Chairman Hawley seconded the motion which carried unanimously.

The meeting was adjourned at 10:26 a.m.

Respectfully Submitted,

Kathy Beringer

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Harry Christianson, Chairman

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Mark Heltzel, Executive Secretary



## 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 2026, 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 the 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:

- A. Professional consulting fees are not charged for the first ten (10) hours of consulting During the contract period, and then \$175.00 per hour after the first ten (10) hours
  - B. Regular device testing time: \$175.00 per hour
  - C. Telephone consulting is free of charge
  - D. Random Number Generator testing minimum of \$5,000.00 per RNG
2. The consultant's services under this Agreement shall commence on July 1, 2026, and end on June 30, 2027, 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 \$40,000.00. 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 a 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 that 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: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Mark Heltzel  
Executive Secretary  
South Dakota Commission on Gaming

James R. Maida  
President  
Gaming Laboratories International, LLC

By: \_\_\_\_\_

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

Mike Houdyshell  
Secretary  
Department of Revenue

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: Mark Heltzel Executive Secretary

**2026  
Fort Pierre, SD  
Horse Racing  
Condition Book &  
Track Rules**

**Saturday, October 3**

*Post Time 1:00 PM*

***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 2026 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 8:30 a.m. CST at the Expo Center Meeting Room.

You **must** have your 2025 SD License in hand to be eligible for a 2026 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 2026 VBA Condition Book at the discretion of the Executive Secretary of the SD Commission on Gaming.

*The Verendrye  
Benevolent Association  
would like to*



*for helping make the  
horse races a success  
every year.*

## Verendrye Benevolent Association Track Rules for 2026

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 September 28th, 2026. Stall assignments will be offered in a cooperative manner under the discretion of the Stall Manager after presentation of a current and legitimate Certificate of Vet Inspection and Coggins. No stall fee will be assessed but rather a **\$50 entrance fee will be assessed to all competing horses and paid to the VBA General either by cash or bankable check and presented to the VBA Bookkeeper. The Entrance Fee Cannot be combined in payment with Jock Mount of Other Fees.**
7. Nomination Fees and Pass The Box Fees are Due at Time Of Entry and need to be paid to the VBA Bookkeeper.
8. It is strongly recommended by the SD State Veterinarian and the Track Veterinarians that all horses be vaccinated for infectious diseases, specifically Equine Herpes Virus. All horses entering the Stanley County Fairgrounds must be accompanied by a Certificate of Vet Inspection (CVI) from a licensed and accredited Veterinarian. Proof of a negative Coggins Test within the last twelve months and other relevant and important information must be listed on the CVI. An import permit number from the SD Animal Industry Board is required if a horse is entering a state with active cases of Vesicular Stomatitis. The CVI must be current and issued within the last 10 Days of entry into the Stanley County Fairgrounds. All CVI's will be checked at the barn area by VBA Personnel that have received the proper training from our Track Veterinarians in this area. No horses will be allowed to unload until this process has been completed. If an inspection is needed you may contact our Track Veterinarian, Murray Kettler at (605)222-0456 and arrange an appointment or contact the Veterinarian of your choice. Horses will be allowed admittance to the Stanley County Fairgrounds on Tuesday, September 28th, 2026.

## **Verendrye Benevolent Association Track Rules (continued)**

9. VBA will take entries for Saturday, October 3rd on Tuesday, September 29th. Entries will be taken between the hours of 9:00 AM and 12:00 PM CST. 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 28th, 2026 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 2026 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 2026 SD Racing License to be in compliance with SDCG and VBA Track Rules. You must have your 2025 SD Racing License in order to be eligible for renewal in 2026 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.

## Fort Pierre

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

*SD Bred QH Futurity  
Quarter Horse Futurity  
Certified South Dakota Bred*

### FIRST RACE

1

Purse \$16,500-Estimated. For Certified SD Bred Two Year Olds that Paid \$500 Nomination Fee Due at Time of Entry. Purse Includes \$12,500 from SD Bred Fund and 100% of Nomination Fees. Weight.....128 lbs.

**SD**

**TWO HUNDRED AND FIFTY YARDS**

*Thoroughbred Maiden Allowance*

### SECOND RACE

2

Purse \$5,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Maidens, Three Years Old and Upward.

Three Year Olds. ....128 lbs.      Older. .... 128 lbs.

**FIVE FURLONGS**

*VBA Open QH Futurity  
Quarter Horse Futurity*

### THIRD RACE

3

Purse \$15,000-Estimated. (Includes \$3,000 from SD Commission on Gaming Revolving Fund) (Includes \$2,000 from Verendrye Benevolent Association) For Two Year olds that Paid \$1,250 Nomination Fee Due At Time Of Entry. Purse Includes 100% of Nomination Fees. Weight.....128 lbs.

**TWO HUNDRED AND FIFTY YARDS**

*Thoroughbred Claiming*

### 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.

Three Year Olds. ....128 lbs.      Older. .... 128 lbs.

**CLAIMING PRICE \$5,000**

**FIVE FURLONGS**

*Quarter Horse Allowance*

### FIFTH RACE

5

Purse \$8,000. (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. Purse Includes 100% of Pass The Box Fees.

Three Year Olds. ....128 lbs.      Older. .... 128 lbs.

**TWO HUNDRED AND FIFTY YARDS**

*Fort Pierre Mile*

*Thoroughbred Allowance*

### SIXTH RACE

6

Purse \$10,500. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$6,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.

Three Year Olds. ....128 lbs.      Older. .... 128 lbs.

**ABOUT ONE MILE**

*Governor's Feature  
Thoroughbred Allowance*

### SEVENTH RACE

7

Purse \$8,000. (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. Purse Includes 100% of Pass The Box Fees.

Three Year Olds. ....128 lbs.      Older. .... 128 lbs.

**SIX AND ONE HALF FURLONGS**

**Fort Pierre**

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

*Thoroughbred Allowance***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 NW2L.  
 Three Year Olds ..... 128 lbs.      Older ..... 128 lbs.

**FIVE FURLONGS***Thoroughbred 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 Three Year Olds and Upward NonWinners in 2026.  
 Three Year Olds ..... 128 lbs.      Older ..... 128 lbs.

**FIVE FURLONGS***Thoroughbred Claiming***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.  
 Three Year Olds ..... 128 lbs.      Older ..... 128 lbs.  
**CLAIMING PRICE \$7,500**

**FIVE FURLONGS***Thoroughbred Allowance  
Fillies & Mares***SUBSTITUTE RACE NO 4**

**S4** Purse \$8,000. (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 \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.  
 Three Year Olds ..... 128 lbs.      Older ..... 128 lbs.

**FIVE FURLONGS***Thoroughbred Claiming***SUBSTITUTE RACE NO 5**

**S5** 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 \$2,500**

**FIVE FURLONGS***VBA Open QH Derby  
Quarter Horse Derby***SUBSTITUTE RACE NO 6**

**S6** Purse \$10,000-Estimated. (Includes 100% from Nominations) (Includes \$2,000 from Verendrye Benevolent Association) \$1,000 Nomination Fee Due at Time of Entry.

**TWO HUNDRED AND FIFTY YARDS***SD Bred QH Derby  
Quarter Horse Derby  
Certified South Dakota Bred***SUBSTITUTE RACE NO 7**

**S7** Purse \$10,000-Estimated. \$500 Nomination Fee Due at Time of Entry. Purse Includes \$6,000 From SD Bred Fund and 100% of Nomination Fees. Weight.....128 lbs.

**SD****TWO HUNDRED AND FIFTY YARDS**

# SOUTH DAKOTA COMMISSION ON GAMING

## RULES

*Copies of the South Dakota Commission on Gaming racing rules may be requested at any time by calling (605) 578-3074 or emailing [mark.heltzel@state.sd.us](mailto:mark.heltzel@state.sd.us) or they can also be found on our website at:*

*<https://dor.sd.gov/business/gaming/sd-commission-on-gaming.commission-on-gaming>*

Copies of the 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 19.1 dated December, 2025 from the ARCI website at [www.arci.com](http://www.arci.com) free of charge.

Copies of the South Dakota Commission on Gaming rules and regulations for horse racing, 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 19.1 dated December, 2025 will be available starting October 2, 2025 at the South Dakota Commission on Gaming Licensing and Stewards office located at the in the Stanley County Expo Center at the Stanley county fairgrounds.

The following rules regarding medications and penalties were amended or added in June of 2026 and will become effective in August / September of 2026:

**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 19.1 dated December, 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.

**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; 51 SDR 16, effective August 18, 2024.

**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 19.1 dated December, 2025. Copies of both documents may be obtained from the ARCI website at [www.arci.com](http://www.arci.com) free of charge.

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

**Source:** 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. A copy may be obtained from the ARCI website at [www.arci.com](http://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 19.1 dated December, 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 19.1 dated December, 2025. Copies of both documents may be obtained from the ARCI website at [www.arci.com](http://www.arci.com) free of charge.

## ARCI Controlled Therapeutic Medication Schedule for Horses - Version 4.2.1

Revised – December, 2020

Controlled Therapeutic Medication	Threshold	Withdrawal Guideline	Dosing Specifications	Reference Notes	Note
<b>Acepromazine</b>	10 nanograms per milliliter as 2-(1-hydroxyethyl) promazine sulfoxide (HEPS) in urine	48 hours	Single intravenous dose of acepromazine at 0.05 milligrams per kilogram	University of California at Davis project	Applicable analyte is metabolite HEPS
<b>Albuterol</b>	1 nanogram per milliliter of urine <sup>1</sup>	72 hours	720 micrograms total dose intra-nasal only <sup>2</sup> . Based upon dosing up to 4 times per day	European Horseracing Scientific Liaison Committee Data	See Endnote
<b>Betamethasone Harness Raceh Only.</b>	10 picograms per milliliter of plasma or serum <b>SEE NOTE BELOW</b>	7 days	Intra-articular administration of 9 milligrams of Betamethasone Sodium Phosphate and Betamethasone Acetate Injectable Suspension, USP (American Reagent product #0517-0720-01) <sup>3</sup>	RMTC study	Intra-articular dosing only - applicable analyte is betamethasone in plasma or serum
<b>Butorphanol</b>	300 nanograms per milliliter of total butorphanol in urine or 2 nanograms of free butorphanol per milliliter of plasma or serum	48 hours	Single intravenous dose of butorphanol as Torbugesic® (butorphanol tartrate) at 0.1 milligrams per kilogram	<i>Journal of Veterinary Pharmacology and Therapeutics</i> doi: 10.1111/j.1365-2885.2012.01385.x	Applicable analytes are total butorphanol (drug and conjugates) in urine and butorphanol in plasma (the drug itself, not any conjugate)

<sup>1</sup> For Quarter Horses: Level of Detection in any permitted biological sample.

<sup>2</sup> Administration of albuterol by any means other than intra-nasally has a high likelihood in resulting in a positive finding. This specifically includes oral administration. Trainers and veterinarians are cautioned against using oral albuterol.

<sup>3</sup> Intramuscular administration of betamethasone acetate will result in plasma or serum concentrations that will exceed the Regulatory Threshold for weeks or even months, making the horse ineligible to race for an extended period.

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2.1, December 2020

Controlled Therapeutic Medication	Threshold	Withdrawal Guideline	Dosing Specifications	Reference Notes	Note
<b>Cetirizine</b>	6 nanograms per milliliter of plasma or serum	48 hours	0.4 milligrams per kilogram twice daily for 5 doses	Kentucky Equine Drug Research Council/University of California at Davis study	Do not administer ivermectin within 48 hours of a race if the horse has been administered cetirizine.
<b>Cimetidine</b>	400 nanograms per milliliter of plasma or serum	24 hours	20 milligrams per kilogram twice daily for 7 doses	Kentucky Equine Drug Research Council/University of California at Davis study	
<b>Clenbuterol (Prohibited in Quarter Horse and Thoroughbred Race Horses)</b>	140 picograms per milliliter of urine or Level of Detection in plasma or serum <sup>4</sup>	Flat Racing 28 days Harness 14 days <sup>5</sup>	Oral administration of clenbuterol as Ventipulmin <sup>®</sup> syrup (Boehringer-Ingelheim Vetmedica Inc, NADA 140-973) at 0.8 mcg/kg twice a day	University of California at Davis; Boehringer-Ingelheim Vetmedica, Inc.	Applicable analyte is clenbuterol
<b>Dantrolene</b>	100 picograms per milliliter of 5-hydroxydantrolene in plasma or serum	48 hours	Oral administration of 500 milligrams of dantrolene as paste (compounding pharmacy) or capsule formulation (Proctor and Gamble)	<i>Journal of Veterinary Pharmacology and Therapeutics</i> 34, 238–246	
<b>Detomidine</b>	2 nanograms per milliliter of carboxydetomidine in urine or 1 nanogram per milliliter of detomidine in blood.	48 hours	5 mg IV (once)	<i>KY EDRC, UC Davis/UF Study.</i>	Dormosedan <sup>™</sup> used in study.

<sup>4</sup>For Quarter Horses or Thoroughbreds: Level of Detection in any permitted biological sample.

<sup>5</sup>Clenbuterol is a prohibited substance in Quarter Horses and other breeds racing with Quarter Horses; there is no applicable withdrawal guideline for such horses.

Controlled Therapeutic Medication	Threshold	Withdrawal Guideline	Dosing Specifications	Reference Notes	Note
<b>Dexamethasone</b> <u>Harness Racing Only.</u>	5 picograms per milliliter of plasma or serum <b>SEE NOTE BELOW</b>	72 hours	Intramuscular and intravenous administration of dexamethasone sodium phosphate or oral administration of dexamethasone at 0.05 milligrams per kilogram regardless of route	RMTC study	Applicable analyte is dexamethasone in plasma or serum
<b>Dimethyl sulfoxide (DMSO)</b>	10 micrograms per milliliter of plasma or serum	48 hours	Intravenous	ARCI model rule	Applicable analyte is DMSO in plasma or serum
<b>Furosemide</b>	100 nanogram per milliliter of plasma or serum	4 hours	Single Intravenous dose of furosemide up to 500 milligram <sup>e</sup>	ARCI model rule	Must also have urine specific gravity < 1.010 for a violation.
<b>Glycopyrrrolate</b>	3 picograms per milliliter plasma or serum	48 hours	Single intravenous dose of 1 milligram of glycopyrrrolate as Glycopyrrrolate Injection, USP (American Regent product # 0517-4601-25)	RMTC study, <i>Journal of Veterinary Pharmacology and Therapeutics</i> doi: 10.1111/j.1365-2885.2011.01272.x	Applicable analyte is glycopyrrrolate in plasma or serum

Controlled Therapeutic Medication	Threshold	Withdrawal Guideline	Dosing Specifications	Reference Notes	Note
<b>Guaifenesin</b>	12 nanograms per milliliter of plasma or serum	48 hours	2 grams twice daily for 5 doses	Kentucky Equine Drug Research Council/University of California at Davis study	
<b>Isoflupredone</b> <b>Harness Racing Only.</b>	100 picograms per milliliter of plasma or serum <b>SEE NOTE BELOW</b>	7 days	10 milligrams total dose subcutaneous or 20 milligrams total dose in one articular space	RMTC Study	
<b>Lidocaine</b>	20 picograms per milliliter of total 30H-lidocaine in plasma or serum	72 hours	200 milligrams of lidocaine as its hydrochloride salt administered subcutaneously	European Horseracing Scientific Liaison Committee data; Iowa State University study.	Applies to total major hydroxylated metabolite (i.e., includes conjugates)
<b>Mepivacaine</b>	10 nanograms total hydroxymepivacaine per milliliter of urine or above Level of Detection of mepivacaine in plasma or serum	72 hours	Single 0.07 milligrams per kilogram subcutaneous dose of mepivacaine	European Horseracing Scientific Liaison Committee data	
<b>Methocarbamol</b>	1 nanogram per milliliter of plasma or serum	48 hours	Single intravenous dose of 15 milligrams per kilogram methocarbamol as Robaxin® or 5 grams orally	<i>Journal of Veterinary Pharmacology and Therapeutics</i> doi: 10.1111/jvp.12068	Applicable analyte is methocarbamol in plasma or serum

Controlled Therapeutic Medication	Threshold	Withdrawal Guideline	Dosing Specifications	Reference Notes	Note
Methylprednisolone	100 picograms per milliliter of plasma or serum	See Dosing Specifications	Total dose of methylprednisolone acetate suspension in one articular space <sup>7</sup> . The recommended withdrawal for methylprednisolone acetate is a minimum of 21 days at a 100 milligram dose	<i>Journal of Veterinary Pharmacology and Therapeutics</i> volume 37, Issue 2, pages 125-132, April 2014	Applicable analyte is methylprednisolone
Omeprazole	omeprazole sulfide - 10 nanograms per milliliter of plasma or serum	24 hours	Orally (2.2 grams) once daily for 4 doses	Kentucky Equine Drug Research Council/University of California at Davis study	GastroGuard™ used in the study
Prednisolone <u>Harness Racing Only.</u>	1 nanogram per milliliter of plasma or serum <b>SEE NOTE BELOW</b>	48 hours	1 milligram per kilogram orally		Applicable analyte is prednisolone in plasma or serum
Procaine penicillin <i>(administration must be reported to Commission)</i>	25 nanograms per milliliter of plasma or serum	Following entry to race	Intramuscular	RMTC – reference notes online	Mandatory surveillance of horse at owner's expense 6 hours before racing

<sup>7</sup>Intramuscular administration of methylprednisolone acetate will result in plasma or serum concentrations that will exceed the Regulatory Threshold for weeks or even months, making the horse ineligible to race for an extended period. Please see Dosing Specifications for recommended withdrawal time.

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

Controlled Therapeutic Medication	Threshold	Withdrawal Guideline	Dosing Specifications	Reference Notes	Note
Ranitidine	40 nanograms per milliliter of plasma or serum	24 hours	8 milligrams per kilogram twice daily for 7 doses	Kentucky Equine Drug Research Council/University of California at Davis study	
Triamcinolone acetonide <u>Harness Racing Only</u>	100 picograms per milliliter of plasma or serum SEE NOTE BELOW	7 days	Total dose of 9 milligram in one articular space <sup>8</sup>	<i>Equine Veterinary Journal</i> , 10.1111/evj.12059 (2013)	Applicable analyte is triamcinolone acetonide in plasma or serum
Xylazine	200 picograms per milliliter of plasma or serum	48 hours	200 milligrams intravenously	University of California at Davis study	Applicable analyte is xylazine.

NOTE: The thresholds and withdrawal guidance for corticosteroids other than methylprednisolone do not apply to flat and jump racing which have a mandatory stand down period of 14 days following intra-articular injections and a prohibition on stacking pursuant to ARCI 011-020(F).

<sup>8</sup> Intramuscular administration of triamcinolone acetonide will result in plasma or serum concentrations that will exceed the Regulatory Threshold for weeks or even months, making the horse ineligible to race for an extended period.

### Non-Steroidal Anti-Inflammatory Drug (NSAID) Rules for Horses<sup>††</sup>

Controlled Therapeutic Medication	Threshold (Primary)	Restricted Administration Time	Dosing Specifications	Reference Notes
<b>Flunixin</b>	5.0 nanogram per milliliter of plasma or serum	48 hours	Single intravenous dose of flunixin as Banamine <sup>®</sup> (flunixin meglumine) at 1.1 milligram per kilogram	University of California at Davis/RMTC study
<b>Ketoprofen</b>	2.0 nanograms per milliliter of plasma or serum	48 hours	Single intravenous dose of ketoprofen as Ketofen <sup>®</sup> at 2.2 milligrams per kilogram	HPL Sport Sciences/ Kentucky Equine Drug and Research Council/RMTC study/University of California Davis/RMTC.
<b>Phenylbutazone</b>	0.3 micrograms per milliliter of plasma or serum	48 hours	Single intravenous dose of phenylbutazone at 4.0 milligrams per kilogram	University of California Davis/RMTC study.

<sup>††</sup> Samples collected may contain one of the NSAIDs in this chart at a concentration up to the Primary Threshold. The detection of one or more additional NSAIDs in blood and/or urine constitutes a stacking violation in addition to the violation associated with the detection of each additional NSAID.

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

## Recent Document Revisions

Date	Version	Substance	Notes
19-Dec	4.2	Betamethasone, Dexamethasone, Isoflupredone, Prednisolone, Triamcinolone acetonide.	Threshold and withdrawal guidance eliminated for flat and jump races; thresholds and withdrawal times apply only to harness racing. Fourteen day (14) stand down on interarticular injections referenced in Note.
19-Dec	4.2	Phenylbutazone	Threshold lowered to 0.3 micrograms per milliliter plasma/serum; 48-hour restricted administration time; Elimination of secondary threshold; Footnote on stacking modified.
19-Dec	4.2	Ketoprofen	48-hour restricted administration time; Elimination of secondary threshold; Footnote on stacking modified.
19-Dec	4.2	Flunixin	Threshold lowered to 5.0 ng/ml; 48-hour restricted administration time; Elimination of secondary threshold; Footnote on stacking modified.
19-Dec	4.2	Diclofenac and Firocoxib	Eliminated from CTS schedule; Policy reverts to level of detection if found.
19-Jan	4.1	Albuterol	Added footnote establishing Albuterol as a prohibited substance in Quarter Horses with no applicable withdrawal guideline for Quarter Horses or breeds racing with Quarter Horses.
17-Apr	4	Clenbuterol	Added footnotes establishing Clenbuterol as a prohibited substance in Quarter Horses with no applicable withdrawal guideline for Quarter Horses or breeds racing with Quarter Horses.
17-Apr	4	Whole document	Re-numbered footnotes throughout document to make them continuous
16-Dec	3.2	Omeprazole	Clarified threshold for omeprazole sulfide.
16-Sep	3.1	Detomidine	Amended threshold and dosing specifications.
16-Mar	3	Omeprazole	Amended threshold and dosing specifications
16-Mar	3	Xylazine	Amended threshold and dosing specifications
16-Mar	3	Guafenesin	Added as New Substance to Controlled Therapeutic Medication Schedule
16-Mar	3	Cetirizine	Added as New Substance to Controlled Therapeutic Medication Schedule
16-Mar	3	Ranitidine	Added as New Substance to Controlled Therapeutic Medication Schedule
16-Mar	3	Cimetidine	Added as New Substance to Controlled Therapeutic Medication Schedule
15-Apr	2.02	Methylprednisolone	Directed readers to use Dosing Specification column for recommended withdrawal guideline.
15-Apr	2.02	Furosemide	Added clarifying language to Furosemide reflecting ARCI-011 - 020(F)(2)(d) and ARCI-025-

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

14-Apr	2.01	Methocarbamol	Corrected dosage from 0.15 milligrams per kilogram to 15 milligrams per kilogram
14-Apr	2	Dimethyl sulfoxide (DMSO)	Removed "oral" from dosing specifications
14-Apr	2	Xylazine	Changed Note section from "Applies to xylazine and xylazine metabolite" to "Applies to analyte xylazine"
Apr-14	2	Isoflupredone	Added Isoflupredone as New Substance to Controlled Therapeutic Medication Schedule
Apr-14	2	Albuterol	Added Albuterol as New Substance to Controlled Therapeutic Medication Schedule
Apr-14	2	Flunixin, Ketoprofen, Phenylbutazone	Added Secondary/ Anti-Stacking Threshold
Apr-14	2	Flunixin, Ketoprofen, Phenylbutazone	Created separate section for Non-Steroidal Anti-Inflammatory Drugs at end of Controlled Therapeutic Medication Schedule, Relocated Flunixin, Ketoprofen, and Phenylbutazone to new section
Apr-14	2	<All Substances>	Changed Table Header from "No Pre-Race Treatment Within" to "Withdrawal Guideline"
Apr-13	1	<All Substances>	Original Controlled Therapeutic Medication Schedule Adopted by ARCI Board of Directors

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

## 2026 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








Verendrye Benevolent Association  
PO Box 426  
Ft. Pierre, SD 57532

VERENDRYE BENEVOLENT ASSOCIATION  
PO BOX 426  
FORT PIERRE, SD 57532

May 20<sup>th</sup>, 2026

The Verendrye Benevolent Association (VBA) formally submits our 2026 Funding Request to the SD Commission on Gaming in good faith and sincerity. All funding requested and possibly received will be utilized in cooperation with funding put forth by the VBA to provide purse structure as specified for incentive at our 78<sup>th</sup> year of VBA – Fort Pierre Horse Racing at the Stanley County Fairgrounds on October 3<sup>rd</sup>, 2026. The VBA is working diligently to provide a safe and well managed live racing event for all that are involved and impacted by our efforts. We are cautiously optimistic about the future of SD Horse Racing and we would like to thank the SD Commission on gaming and Secretary Heltzel for their diligence and considerations in these matters.

Sincerely,



Shane Kramme  
VBA General Manager  
Vice President

**VERENDRYE BENEVOLENT ASSOCIATION  
PO BOX 426  
FORT PIERRE, SD 57532  
Track Operations Budget**

<b><u>Insurance</u></b>	
Jockey Insurance -	\$14,900.00
Exercise Rider -	\$ 1,800.00
Events Cancellation -	\$ 780.00
General Liability -	\$ 2,171.58
<b><u>Labor</u></b>	
Track Management -	\$ 1,000.00
Racing Secretary -	\$ 3,000.00
Horsemen's Book Keeper -	\$ 4,000.00
Accounts Manager -	\$ 4,000.00
Money Manager -	\$ 300.00
Stall Manager -	\$ 500.00
Identifier -	\$ 300.00
Starter and Gate Crew (10) -	\$ 2,500.00
Clerk of Scales -	\$ 300.00
Outriders (2) -	\$ 500.00
Track Veterinarian -	\$ 500.00
Track Announcer (2) -	\$ 600.00
Track Steward -	\$ 500.00
Parimutuel Manager -	\$ 500.00
Money Room Manager -	\$ 500.00
Parimutuel Tellers (10) -	\$ 2,500.00
Program Sales -	\$ 200.00
Admission Sales -	\$ 200.00
Janitorial -	\$ 200.00
<b><u>Services</u></b>	
Timer, Tote and Video -	\$ 5,200.00
Ambulance Standby -	\$ 750.00
Racing Entry Support -	\$ 1,000.00
Condition Book Production (50)	\$ 300.00
Racing Program Production (500) -	\$ 2,000.00
<b><u>Security</u></b>	
Money Room -	\$ 350.00
Paddock -	\$ 150.00
Backside -	\$ 250.00
<b><u>Rentals and Lease</u></b>	
Stanley County Fairgrounds -	\$ 3,000.00
Expo Center Meeting Room -	\$ 200.00
Copier -	\$ 150.00
<b>Total VBA-FPHR Track Operations Expense -</b>	<b>\$55,101.58</b>
<b>Total amount requested from SD Revolving Fund -</b>	<b>None</b>

**Verendrye Benevolent Association  
2026 Fort Pierre Horse Racing funding Request**

The Verendrye Benevolent Association formally requests that \$24,000 be drawn from the **SD Race Revolving Fund** and allocated to the VBA.

These requested funds will be deposited in the VBA Horsemen's Fund and utilized as guaranteed purse structure for "Open" races at 2026 VBA-FPHR. Any unused funding will be returned to the SDCG so it can be returned to the SD Race Revolving Fund for later requisition.

**Total request amount: \$24,000.00**

**Verendrye Benevolent Association  
2026 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$18,500.00 be drawn from the South Dakota Bred Fund and allocated to the VBA. Once received, these funds will be deposited in the VBA Horsemen's Account and will be utilized as guaranteed purse structure to conduct specific SD Bred races at 2026 VBA-FPHR. These intended races include the SD Bred QH Futurity (\$12,500.00) and the SD Bred QH Derby (\$6,000.00). In the event that only one of these proposed races became viable, we kindly ask for the flexibility to increase the purse amount of the Derby to \$12,500.00 by adding an additional \$6,500.00 of unused Futurity funds to the purse structure. In the event that neither of these proposed races became 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: \$18,500.00**

**VERENDRYE BENEVOLENT ASSOCIATION  
2026 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$1,000.00 from the **SD Bred Fund** be earmarked as available funding for compensation to qualified owners of certified SD Bred horses which have successfully competed in an "Open" race at 2026 VBA-FPHR. These reimbursements will be calculated through the SD Bred Points System. We formally request that an additional \$1,000.00 from the **SD Bred Fund** be earmarked to compensate qualified Breeders of certified SD Bred horses as 5% of total purse earnings acquired by winning a specific SD Bred race at 2026 VBA-FPHR.

**Total amount to be earmarked: \$2,000.00**

**VERENDRYE BENEVOLENT ASSOCIATION**  
**2026 Fort Pierre Horse Racing**

The Verendrye Benevolent Association formally requests that in the event that only one of the proposed SD Bred QH races became viable that \$3,000.00 of the unused SD Bred Funding become available to be used as purse structure for "Open" races as allowed as 25% of total utilized funding for specific SD Bred races. These are not additional requested funds beyond the originally requested \$18,500.00 for specific SD Bred races but rather a request for consideration of a shift in allowed usage.

**VERENDRYE BENEVOLENT ASSOCIATION  
2026 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 2026 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**.

**VERENDRYE BENEVOLENT ASSOCIATION  
2026 Fort Pierre Horse Racing Funding Request Totals**

**SD Race Revolving Fund:**

Track Operations Expense-	\$0
“Open” race purse structure-	\$24,000.00
<b>Total amount of funding requested from the SD Race Revolving Fund:</b>	<b><u>\$24,000.00</u></b>

**SD Bred Fund:**

Specific SD Bred race purse structure (2 races). with the option to utilize as described for “Open” races-	\$18,500.00
<b>Total amount of funding requested from the SD Bred Fund:</b>	<b>\$18,500.00</b>

## LEASE AND AGREEMENT

THIS INDENTURE made this 18<sup>th</sup> day of May, 2026, 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 28, 2026 through October 5, 2026 (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 28-October 5, 2026). 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.

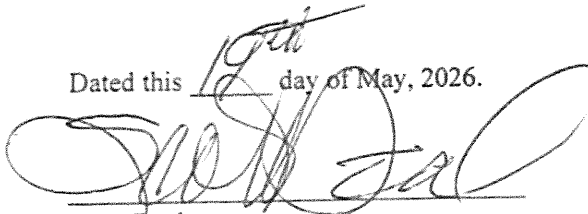
IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee is responsible for maintaining the security necessary to maintain and protect the facilities located on the Fairgrounds, and shall take the necessary steps to prevent vandalism, malicious damage, and all other damages and breakage not normally associated 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 17<sup>th</sup> day of May, 2026.

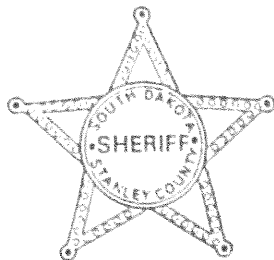


Scott Deal  
Stanley County Fairgrounds Manager

Dated this 18<sup>th</sup> day of May, 2026.



Shane Kramme, Verendrye Benevolent  
Association Track Manager



## STANLEY COUNTY SHERIFF

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

Bradley J. Rathbun  
 Sheriff

March 27th, 2026

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 3rd, 2026, and October 4th, 2026, 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.

Sincerely,

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

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

A handwritten signature in black ink, appearing to read "Shane Kramme".

Shane Kramme  
 VBA General Manager &  
 Vice President  
 PO Box 426  
 Fort Pierre, SD 57532



## STANDBY SERVICES PURCHASE ORDER

Customer: Veterinary Benevolent Association Track Operations, Fort Pierre Chamber
AMR Company: American Medical Response Ambulance Service, Inc.
Event or Events: Fort Pierre Horse Races
Location: 310 Casey Tibbs St, Fort Pierre, SD 57512
Date of Event or Events (or see attached Schedule A): Saturday, October 3rd, 2026
Start Time (or see attached Schedule A): 12:00
End Time (or see attached Schedule A): 18:00
Customer and AMR agree as follows:
<ol style="list-style-type: none"> <li>1. AMR will provide the medical standby 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.</li> <li>2. 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.</li> <li>3. The Customer will pay AMR the amounts 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 annum. Additional Services will be charged at the rates set forth below. Either party may terminate this agreement with thirty (30) days 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.</li> <li>4. AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients requiring medical transportation, and any responsible third party payor, 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.</li> <li>5. 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.</li> <li>6. AMR represents that it has comprehensive automobile 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.</li> <li>7. Each party will indemnify and hold the other party harmless from and against any liability, claims or damages, including attorneys' fees, resulting from or alleged to result from any negligence or willful or intentional misconduct of the indemnifying party.</li> <li>8. 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 web site, located at: <a href="http://www.amr.net">www.amr.net</a>, 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 ineligible 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.</li> </ol>



STANDBY SERVICES PURCHASE ORDER  
MINIMUM CHARGES

STANDBY SERVICES	QUANTITY	CHARGE
October 3 <sup>rd</sup> ALS Ambulance Standby - 125 hour	6	\$750.00
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$750.00

Check the appropriate Event Cancellation Fee

- If Customer cancels an Event after AMR dispatches its employees or ambulances to the Event, the Customer shall pay AMR a cancellation fee calculated by multiplying \_\_\_\_\_ 2 \_\_\_\_\_ hours by the applicable hourly rate for the Standby Services.
- If Customer cancels an Event less than five (5) days prior to the Date of Event, AMR shall be entitled to bill Customer a cancellation fee in the amount of 50% of the Minimum Charges above.

AMR:

By: Kasandra Mobney

Print Name & Title: Kasandra Mobney

Tel: 307-365-9082

Date: 5/20/2026

CUSTOMER:

By: Shane Kramme

Print Name & Title: Shane Kramme-GM

Tel: 605-280-0213

Date: 4-28-26



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2026

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

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

<b>PRODUCER</b> Acisure Midwest Partners Insurance Services LLC 16805 W. Cleveland Avenue New Berlin WI 53151  License# BR-1792609 VEREBEN-01		<b>CONTACT NAME:</b> Deb Mills <b>PHONE (A/C, No, Ext):</b> 937-907-9152 <b>E-MAIL ADDRESS:</b> dmills@acisure.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Verendrye Benevolent Association, Ft Pierre Chamber of Commerce Ft. Pierre Chamber Of Commerce PO Box 426 Ft. Pierre SD 57532		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Lloyd's INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 249132156**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER BRSQ. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RS200GL0066-3	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Proof of Insurance ONLY	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Fort Pierre**

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

SD Bred QH Futurity

Quarter Horse Futurity

Certified South Dakota Bred

**FIRST RACE****1**

Purse \$16,500-Estimated. For Certified SD Bred Two Year Olds that Paid \$500 Nomination Fee Due at Time of Entry. Purse Includes \$12,500 from SD Bred Fund and 100% of Nomination Fees. Weight.....128 lbs

**SD****TWO HUNDRED AND FIFTY YARDS***Thoroughbred Maiden Allowance***SECOND RACE****2**

Purse \$5,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Maidens, Three Years Old and Upward.  
Three Year Olds.....128 lbs. Older.....128 lbs.

**FIVE FURLONGS***VBA Open QH Futurity  
Quarter Horse Futurity***THIRD RACE****3**

Purse \$15,000-Estimated. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Two Year olds that Paid \$1,250 Nomination Fee Due At Time Of Entry. Purse Includes 100% of Nomination Fees. Weight.....128 lbs.

**TWO HUNDRED AND FIFTY YARDS***Thoroughbred Claiming***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.  
Three Year Olds.....128 lbs. Older.....128 lbs.  
CLAIMING PRICE \$5,000

**FIVE FURLONGS***Quarter Horse Allowance***FIFTH RACE****5**

Purse \$8,000. (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. Purse Includes 100% of Pass The Box Fees.  
Three Year Olds.....128 lbs. Older.....128 lbs.

**TWO HUNDRED AND FIFTY YARDS***Fort Pierre Mile**Thoroughbred Allowance***SIXTH RACE****6**

Purse \$10,500. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$6,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.  
Three Year Olds.....128 lbs. Older.....128 lbs.

**ABOUT ONE MILE***Governor's Feature**Thoroughbred Allowance***SEVENTH RACE****7**

Purse \$8,000. (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. Purse Includes 100% of Pass The Box Fees.  
Three Year Olds.....128 lbs. Older.....128 lbs.

**SIX AND ONE HALF FURLONGS**

**Fort Pierre**

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

*Thoroughbred Allowance***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 NW2L.  
 Three Year Olds ..... 128 lbs. Older ..... 128 lbs.

**FIVE FURLONGS***Thoroughbred 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 Three Year Olds and Upward NonWinners in 2026.  
 Three Year Olds ..... 128 lbs. Older ..... 128 lbs.

**FIVE FURLONGS***Thoroughbred Claiming***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.  
 Three Year Olds ..... 128 lbs. Older ..... 128 lbs.  
 CLAIMING PRICE \$7,500

**FIVE FURLONGS***Thoroughbred Allowance  
Fillies & Mares***SUBSTITUTE RACE NO 4**

**S4** Purse \$8,000. (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 \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.  
 Three Year Olds ..... 128 lbs. Older ..... 128 lbs.

**FIVE FURLONGS***Thoroughbred Claiming***SUBSTITUTE RACE NO 5**

**S5** 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 \$2,500

**FIVE FURLONGS***VBA Open QH Derby  
Quarter Horse Derby***SUBSTITUTE RACE NO 6**

**S6** Purse \$10,000-Estimated. (Includes 100% from Nominations) (Includes \$2,000 from Verendrye Benevolent Association) \$1,000 Nomination Fee Due at Time of Entry.

**TWO HUNDRED AND FIFTY YARDS***SD Bred QH Derby  
Quarter Horse Derby  
Certified South Dakota Bred***SUBSTITUTE RACE NO 7**

**S7** Purse \$10,000-Estimated. \$500 Nomination Fee Due at Time of Entry. Purse Includes \$6,000 From SD Bred Fund and 100% of Nomination Fees.  
 Weight..... 128 lbs.

**SD****TWO HUNDRED AND FIFTY YARDS**



**SOUTH DAKOTA COMMISSION ON GAMING**

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

**RESOLUTION NUMBER 06-26-01**

The South Dakota Commission on Gaming hereby makes the following allocations for purse supplements and racing operations to the Verendrye Benevolent Association for the 2026 live horse racing season:

From the South Dakota Bred Racing Fund:

\$18,500.00 for purses for races that are restricted to South Dakota Bred horses including stakes races;

\$3,000.00 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:

\$22,000.00 from Special Racing Revolving Fund for purses

\$7,000 from the Special Racing Revolving Fund for Jockey Bonus.

\$4,000 from the Special Racing Revolving Fund as guaranteed payment of taxes and fees due the Commission.

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 \$ 4,000.00 from the distribution of the \$33,000.00 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 2026 racing season.



**SOUTH DAKOTA COMMISSION ON GAMING**

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

**RESOLUTION NUMBER 06-26-02**

**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 2026 season according to the following criteria:

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

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**RESOLUTION 6-26-03**

**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 2026. The Executive Secretary and Commissions Legal Counsel will have signatory authority on the account for the South Dakota Commission on Gaming.

**SOUTH DAKOTA COMMISSION ON GAMING**

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

To: Commissioners

FROM: Mark Heltzel, Executive Secretary

DATE: June 1, 2026

SUBJECT: Approval 2026 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

Identifier / Paddock Judge - Jerry Duncan

Parimutuel Manager – Linda Brown

Money room manager – Kristi Severson

Accounts Manager - Pam Sinkey

Asst. Accounts Manager - Shaun Leafgrean

Timer-Tony Harris

Track Maintenance - Ladd Kramme

Track Steward – James Pettie

Outriders - Guy Kinsella and Kade Kinsella

Track Veterinarian – Murray Ketteler, DVM

Track Annoucer - Robert Haar

Asst. Announcer - Kolt Hughes

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**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**

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

TO: Commissioners

FROM: Mark Heltzel, Executive Secretary

DATE: June 1, 2026

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 2026 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](http://dor.sd.gov/gaming)

**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

**STATE OF SOUTH DAKOTA  
CONSULTING CONTRACT**

Agreement made and entered into this \_\_\_\_th day of June 2026, 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 133<sup>RD</sup> Street, Aberdeen, South Dakota, 57401 (the "Consultant"), phone number (605) 228-4082.

The State hereby enters into this Agreement for services with the 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, 2026, and end on December 31, 2026, 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 \$23,152.00. 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 here under, 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 consultants 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  
\_\_\_\_\_  
(Date)

BY: \_\_\_\_\_  
Roger D. Cooper -DVM  
\_\_\_\_\_  
(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: Mark Heltzel, 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.

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

During October 3, 2026 or October 4, 2026 as an alternative date. 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.

**PROFESSIONAL SERVICES RFP EXEMPTION FORM**

Department: Revenue Office: Commission on Gaming

RFP #: N/A Contractor / Consultant: Roger D. Cooper - DVM

As prescribed in SDCL 5-18D-21 please check the applicable exemption(s) below:

- (1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
- (2) Emergency services necessary to meet an urgent or unexpected requirement or if health and public safety or the conservation of public resources is at risk;
- (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;
- (4) Services for professional legal services;
- (5) Services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;
- (6) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;
- (7) Medical services and home and community-based services;
- (8) Agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or
- (9) Services to be provided by entertainers for the state fair and other events.
- Does not exceed \$50,000 therefore RFP is not required.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract # (Completed by OSA): \_\_\_\_\_

**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 2026, 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 Center for Tox Services, 1819 West Drake Drive, Suite 102, Tempe, Arizona, 85283 (the "Consultant"), phone number (480) 345-7454.

The State hereby enters into this Agreement for services with the 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, 2026, and end on December 31, 2026, 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 here under, 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 consultants 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: \_\_\_\_\_  
Jeanne B. Mahoney  
President / Director  
Center for Tox Servies

\_\_\_\_\_ (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: Mark Heltzel, Executive Secretary South Dakota Commission on Gaming.

## EXHIBIT A

## SCOPE OF WORK

The consultant will provide official laboratory testing services for the South Dakota Commission on Gaming for the 2026 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 Tox Services (CTS) will maintain records and invoices pertaining to the work performed to the extent and in such detail to properly reflect:

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

The records will be stored for a period of one year after final payment is made. Records 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.

**PROFESSIONAL SERVICES RFP EXEMPTION FORM**

Department: Revenue Office: Commission on Gaming

RFP #: N/A Contractor / Consultant: Center for Tax Services

As prescribed in SDCL 5-18D-21 please check the applicable exemption(s) below:

- (1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
- (2) Emergency services necessary to meet an urgent or unexpected requirement or if health and public safety or the conservation of public resources is at risk;
- (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;
- (4) Services for professional legal services;
- (5) Services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;
- (6) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;
- (7) Medical services and home and community-based services;
- (8) Agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or
- (9) Services to be provided by entertainers for the state fair and other events.
- Does not exceed \$50,000 therefore RFP is not required.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract # (Completed by OSA): \_\_\_\_\_

**SOUTH DAKOTA COMMISSION ON GAMING**

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**COOPERATIVE AGREEMENT**

Between the Stanley County Sheriff's Office and the 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 3, 2026, with an alternative date from 12:00 noon until 6:00 PM (CDT) on Sunday, October 4, 2026 if needed.

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 Six Hundred and Fifty (\$650.00) dollars for the cost of providing these additional law enforcement services.

Dated the \_\_\_\_\_<sup>th</sup> day of June 2026.

---

Bradley Rathbun  
Stanley County Sheriff

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Michael S. Houdyshell  
SECRETARY  
SOUTH DAKOTA DEPARTMENT OF REVENUE

**PROFESSIONAL SERVICES RFP EXEMPTION FORM**

Department: Revenue Office: Commission on Gaming\_

RFP #: N/A Contractor / Consultant: Stanley County Sheriff's Office

OR

As prescribed in SDCL 5-18D-21 please check the applicable exemption(s) below:

- (1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
- (2) Emergency services necessary to meet an urgent or unexpected requirement or if health and public safety or the conservation of public resources is at risk;
- (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;
- (4) Services for professional legal services;
- (5) Services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;
- (6) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;
- (7) Medical services and home and community-based services;
- (8) agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or
- (9) Services to be provided by entertainers for the state fair and other events.
- Does not exceed \$50,000 therefore RFP is not required.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract # (Completed by OSA): \_\_\_\_\_

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To: Commissioners and Doug Abraham

From: Mark Heltzel, Executive Secretary

Subject: Stipulation and Assurance of Voluntary Compliance for BetMGM, LLC.  
SDCG license # 12269-SW, SDCG complaint # 26-01-003

Per ARSD 20:18:10:03, an informal consultation was held on May 12, 2026, to resolve the violation alleged in the Initial Complaint filed by Director of Enforcement Brandon Snyder on February 24, 2026. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant allowed wagers to be placed on sporting events via a mobile app outside the city limits of Deadwood, SD, violating SDCL 42-7B-1 and 42-7B-14.

A review of the incident and the defendant's response was conducted. Based on that information, the licensee was fined \$55,00.00. The licensee has paid the fine that was imposed.

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

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To: Commissioners and Doug Abraham

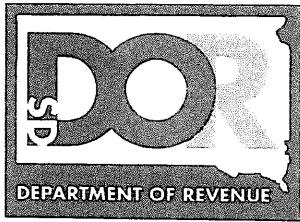
From: Mark Heltzel, Executive Secretary

Subject: Stipulation and Assurance of Voluntary Compliance for Jack Daugherty  
SDCG license # 14658-SP, SDCG complaint # 26-01-005

Per ARSD 20:18:10:03, an informal consultation was held on May 1, 2026, to resolve the violation alleged in the Initial Complaint filed by Director of Enforcement Brandon Snyder on March 5, 2026. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant dealt a game of blackjack without 52 cards in the deck, violating ARSD 20:18:15:02.

A review of the incident and the defendant's response was conducted. Based on that information, the licensee was fined \$100.00. The licensee has paid the fine that was imposed.

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



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**Licensing Matters for the June 23<sup>rd</sup>, 2026  
Commission Meeting**

**Key License Approvals:**

Marvin Ward	Clay Schaeffer	Shawn Dimond	Andrew Weinberg
Michael Goldberg	Edmond Mesrobian	Marty Clark	Matthew Flandermyer
Jeffrey Bitting	Killian Luze	Tracey Jones	

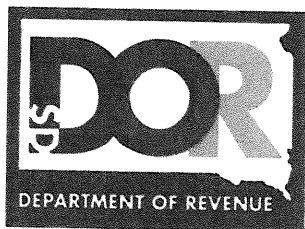
**Key License (renewal):**

Trent Looney

**Business License:**

Renewals for FY 2027



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**MEMORANDUM**

**DATE:** April 1<sup>st</sup>, 2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** **Marvin Ward / 14987-25-KY**

**Applicant Summary:**

Applicant is seeking a Key License while working at the Frist Gold Casino in Deadwood, SD. He will be working in the maintenance division, but may fill in for gaming related positions when needed.

**Concerns:**

None

**Recommendations:**

It is recommended that Marvin Ward be **approved** for a South Dakota Commission on Gaming Key License.



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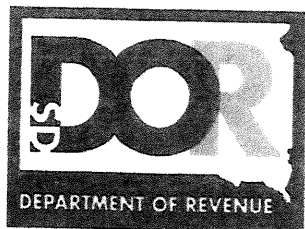
MEMORANDUM

DATE: 04/09/2026  
TO: South Dakota Commission on Gaming  
FROM: Brandon Snyder  
SUBJECT: Clay Schaeffer  
LIC. #: 15130-26-KY

The applicant is currently the IT Director at First Gold. He has had his gaming support license since 2018 with no derogatory action on his license.

Concerns: None

Recommendation: Approval

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**MEMORANDUM**

**DATE:** April 14<sup>th</sup>, 2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** Shawn Dimond / 15151-26-KY

**Applicant Summary:**

The applicant is seeking a Key License due to possible employment opportunities.

**Concerns:**

None

**Recommendations:**

It is recommended that Shawn Dimond be **approved** for a South Dakota Key License. No derogatory information was found during this background investigation.

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**MEMORANDUM**

**DATE:** April 15<sup>th</sup>, 2026

**TO:** South Dakota Commission on Gaming

**FROM:** S/A John Cargill

**SUBJECT:** Andrew Weinberg/ 14924-25-KY

**Name of Gaming Business associated with:**

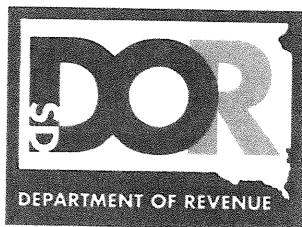
The applicant is seeking licensure as the CEO and Co-Chair of Brightstar Capital Partners. Brightstar Capital Partners owns Play AGS, Inc. Play AGS, Inc is a designer and supplier of gaming products and provides services for the gaming industry.

**Past Employment:**

The applicant is the CEO and Co-Chair of Brightstar Capital Partners. Currently, Andrew holds gaming licenses in several jurisdictions around the United States. None were found to be in poor standing.

**Concerns:** None

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

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**MEMORANDUM**

**DATE:** May 11<sup>th</sup>, 2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** **Michael Goldberg / 14936-25-KY**

**Applicant Summary:**

Applicant is an Independent Non-Executive Director for Entain Group. He is currently on the Capital Allocation Committee. His background is in investment management.

**Concerns:**

None

**Recommendations:**

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

**DATE:** May 11<sup>th</sup>, 2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** **Edmond Mesrobian / 14918-25-KY**

**Applicant Summary:**

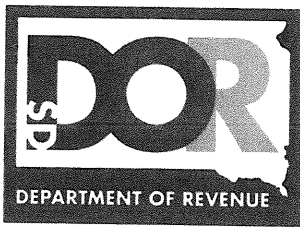
Applicant is an independent non-executive Director for Entain Group. He is part of the Sustainability and Compliance Committees. His background is in product and technology and holds degrees in mathematics and computer science.

**Concerns:**

None

**Recommendations:**

It is recommended that Edmond Mesrobian be **approved** for a South Dakota Key License.



## SOUTH DAKOTA COMMISSION ON GAMING

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### MEMORANDUM

**DATE:** May 20<sup>th</sup>, 2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** S/A Nick Allender  
**SUBJECT:** **Marty Clark / 15220-26-KY**

#### **Applicant Summary:**

Applicant is seeking a South Dakota Key License due to his position at the Deadwood Mountain Grand.

#### **Concerns:**

None

#### **Recommendations:**

It is recommended that Marty Clark be approved for a South Dakota Key License. No derogatory information was collected during his background investigation.

**SOUTH DAKOTA COMMISSION ON GAMING**

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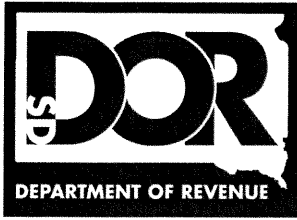
**MEMORANDUM**

**DATE:** 05/30/2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** Jarle Randall  
**SUBJECT:** Matthew Flandermeyer  
**LIC. #:** 15202-26-KY

The applicant currently works as Chief Financial Officer for Strategic Gaming Management, LLC. This company over sees SGMSD, LLC. The applicant began as the CFO for Strategic Gaming Management, LLC in October 2025. The applicant's application for a key license was received on 3/09/26.

**Concerns:** None

**Recommendation:** Approval

**SOUTH DAKOTA COMMISSION ON GAMING**

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**MEMORANDUM**

**DATE:** 05/30/2026  
**TO:** South Dakota Commission on Gaming  
**FROM:** Jarle Randall  
**SUBJECT:** Jeffrey Bitting  
**LIC. #:** 15224-26-KY

The applicant currently works at Cadillac Jacks. He has been working at Cadillac Jacks since March of 2026. The applicant does currently have a Support license and has been since December of 2023. The applicant is currently working as a slot tech while also being trained as a cashier and floor management.

**Concerns:** None

**Recommendation:** Approval

**SOUTH DAKOTA COMMISSION ON GAMING**

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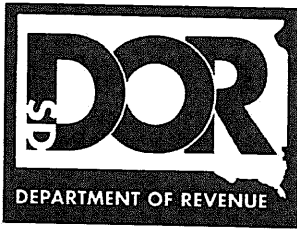
**MEMORANDUM**

DATE: June 01, 2026  
TO: South Dakota Commission on Gaming  
FROM: S/A Angela J. Wilkerson  
SUBJECT: Killian Thomas Luze (15198-26-KY)

Killian Luze received a Support License with the South Dakota Commission on Gaming (SDCG) in February of 2026 and began working in gaming at the Mineral Palace in Deadwood, SD. Luze applied for this Key License in March of 2026.

Luze has received no disciplinary actions since receiving a Support License. He has never been licensed in any other gaming jurisdiction.

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

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**MEMORANDUM**

DATE: 05/20/2026  
TO: South Dakota Commission on Gaming  
FROM: John Cargill  
SUBJECT: Tracey Jones  
LIC. #: 15189-26-KY

The applicant is currently working for The Celebrity Hotel as a cashier and has been employed there since February 2026. She has had a support license since 2011, with no derogatory action taken against it. She is seeking a key license for her current position.

**Concerns:** None

**Recommendation:** Approval

**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
		SILVERADO 7	13183-RT
BY DEVELOPMENT INC	0196-OP	FRANKLIN 1	13184-RT
CADILLAC JACKS 1	0302-RT	FRANKLIN 2	13185-RT
CADILLAC JACKS 2	0303-RT	FRANKLIN 3	13186-RT
CADILLAC JACKS 3	0304-RT	FRANKLIN 4	13187-RT
CADILLAC JACKS 4	0526-RT	FRANKLIN 5	13188-RT
CADILLAC JACKS 5	0527-RT	FRANKLIN 6	13189-RT
CADILLAC JACKS 6	0528-RT	DEADWOOD MT GRAND 1	14020-RT
CADILLAC JACKS 7	0529-RT	DEADWOOD MT GRAND 2	14022-RT
CADILLAC JACKS 8	0530-RT	DEADWOOD MT GRAND 3	14023-RT
CADILLAC JACKS 9 (SHS4)	0597-RT	DEADWOOD MT GRAND 4	14024-RT
CADILLAC JACKS 10	10860-RT	DEADWOOD MT GRAND 5	14025-RT
		DEADWOOD MT GRAND 6	14026-RT
DGR-DWD GAMING INC	14550-OP		
DGR 1	14551-RT		
DGR 2	14552-RT	THE LANDMARK-SPORTSBOOK DWD	12415-OP
DGR 3	14553-RT	THE LANDMARK 1	12416-RT
DGR 4	14554-RT	THE LANDMARK 2	12417-RT
DGR 5	14555-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
DEADWOOD GAMING-BHCI	13530-OP
COMFORT INN 1- DEADWOOD GAMING-BHCI	13531-RT
COMFORT INN 2- DEADWOOD GAMING-BHCI	13532-RT
COMFORT INN 3- DEADWOOD GAMING-BHCI	13533-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 – ANAND HOSPITALITY	14696-RT
SUPER 8 2 – ANAND HOSPITALITY	14698-RT
SUPER 8 3 – ANAND HOSPITALITY	14699-RT
VFW	0017-RT
CALEDONIA LEDGE, LLC-MIDNIGHT STAR	12785-PO
DEADWOOD PARKING LOTS, LLC-TIN LIZZIE	0003-PO
DWD GAMING-BHCI-COMFORT INN	13534-PO
GLP CAPITAL	13727-PO
HOSPITALITY MANAGEMENT LLC-DGR	14785-PO
KR DEADWOOD-LANDMARK	12419-PO
NUGGET BUILDING	13476-PO
OPTIMA LLC-DBA TRUE BY HILTON-CADILLAC JACKS	0005-PO
SGI LLC-DGR	14556-PO
<b><u>SPORTS WAGERING SERVICE PROVIDERS</u></b>	
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

**MANUFACTURERS**

AGS, LLC	0130-MA
AINSWORTH GAMING TECHNOLOGY	11549-MA
ARISTOCRAT TECHNOLOGIES INC	0108-MA
BLUBERI GAMING	11968-MA
DATA FINANCIAL LLC	13342-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
EVERI PAYMENTS	12300-AE
GALAZY GAMING INC	14874-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
PASSPORT TECHNOLOGY	14182-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