



SOUTH DAKOTA COMMISSION ON GAMING

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

NOTICE OF ADMINISTRATIVE HEARINGS AND QUARTERLY BUSINESS MEETING

Notice is hereby given that the South Dakota Commission on Gaming will hold its quarterly business meeting and administrative hearings on June 16, 2021 in the City Commission Chambers of Deadwood City Hall, 102 Sherman Street, Deadwood, South Dakota beginning at 9:00 AM MDT.

AGENDA

Call to Order

Conflicts of Interest Disclosure

ADMINISTRATIVE HEARING

Petition for Declaratory Ruling per §1-26-15 regarding multiple building determination **PAGES 3 - 11**

KR Deadwood Sherman Street 2020 LLC

QUARTERLY BUSINESS MEETING

Adoption of Quarterly Business Meeting Agenda **PAGES 1 - 2**

Approval of the minutes of Public Hearing to adopt rules and Special Meeting of May 18, 2021 **PAGES 12 - 15**

Old Business

Election of Chair and Vice Chair for Fiscal Year 2022

Remarks by Executive Secretary

Remarks Department of Revenue Secretary Jim Terwilliger

Stipulation and Assurance of Voluntary Compliance **PAGES 16 - 26**

The Lodge at Deadwood

Remarks by Representative of Gaming Laboratories International

Kevin P. Mullally Senior VP Government Relations & General Counsel

Approval of GLI contract for Device Testing and Consulting Services **PAGES 27 - 31**

Live Racing Matters

- Approval of allocations for purse supplements and racing operations **PAGES 32 - 37**
- Approval of Jokey Bonus **PAGES 38 - 39**
- Approval of required Track bond and insurance **PAGE 40**
- Approval of Verendrye Benevolent Association horse racing officials **PAGES 41 - 42**
- Approval of Commission horse racing officials **PAGES 43- 44**
- Approval of horse racing contracts
 - Cooper Animal Clinic consulting contract **PAGES 45 - 50**
 - Center for Tox Services consulting contract **PAGES 51 - 57**
 - Stanley County Sheriff cooperative agreement **PAGE 58**

Deadwood Licensing Matters **PAGES 59 - 76**

Date of Next Meetings:

- July 7, 2021 Special Meeting presentation by GLI on Sports Wagering
- July 14 , 2021 Public Hearing to adopt Sports Wagering Rules

Executive Session per §1-25-2 (3) and §42-7B-8.1(4) for consideration of the Petition for Declaratory Ruling

Decision on Administrative Hearing

Public Comment

Adjournment


SUSAN CHRISTIAN, CIA
Executive Secretary

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

**DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP**

L A W Y E R S

P.O. BOX 1820, RAPID CITY SD 57709-1820
516 FIFTH STREET, RAPID CITY SD 57701-2703
TELEPHONE 605-342-2814 FAX 605-342-0732

MICHAEL B. DEMERSSEMAN
CURTIS S. JENSEN
ROGER A. TELLINGHUISEN
RICHARD E. HUFFMAN

April 29, 2021

MICHAEL V. WHEELER
GREGORY G. STROMMEN
NATHAN R. CHICOINE

Susan Christian
Executive Secretary
SD Commission on Gaming
445 E Capitol Ave
Pierre, SD 57501-3185

Re: Petition for Declaratory Ruling on behalf of KR Deadwood Sherman
Street 2020 LLC


Dear Susan:

Enclosed please find an original and eight copies of the Petition for Declaratory Ruling I submit on behalf of the above-referenced Petitioner. This is for the 3 buildings located at 51, 53 and 55 Sherman Street.

It is my understanding that this matter will be scheduled for the June 16th Gaming Commission meeting. If you have any questions or if either Mike Shaw or Mark Aspaas have questions, please don't hesitate to give me a call.

Thank you.

Sincerely,



Roger A. Tellinghuisen (roger@demjen.com)
DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP

RT/ag
Enclosure
cc: client

PETITION FOR DECLARATORY RULING

TO: STATE OF SOUTH DAKOTA, SOUTH DAKOTA COMMISSION ON GAMING

Pursuant to the provisions of SDCL 1-26-15 and ARSD 20:18:04:01, Gerard Keating, as Manger of KR Deadwood Sherman Street 2020 LLC, a Delaware limited liability company, with an address of % Keating Resources 107 South Main Street P.O. Box 130 Atkinson, Nebraska 68713 as the owner of the following described properties hereby petitions the South Dakota Commission on Gaming for its declaratory ruling in regard to the following:

1. THE STATE STATUTE, SOUTH DAKOTA COMMISSION ON GAMING RULE OR ORDER, OR ORDER OF THE SECRETARY OF THE SOUTH DAKOTA COMMISSION ON GAMING IN QUESTION IS:

A) SDCL 42-7B-18 which addresses the number of gaming devices which may be located in each approved building.

B) ARSD 20:18:25:05 which addresses inner access between buildings.

2. THE FACTS AND CIRCUMSTANCES WHICH GIVE RISE TO THE ISSUE TO BE ANSWERED BY THE COMMISSION'S DECLARATORY RULING ARE:

Petitioner owns the buildings located at 51 and 53 Sherman Street which have previously been approved for gaming purposes as "Deadwood Dick's" and "Nickle Dick's". Petitioner also owns the adjacent building at 55 Sherman Street. Based on the historical evidence available to Petitioner, it is believed that the adjoining property located at 55 Sherman Street is a separate building eligible for designation as a gaming facility.

Petitioner is requesting that the Commission approve the buildings at 51, 53 and 55 Sherman Street as three (3) buildings (side to side) for gaming purposes and approve the inner access between the three (3) buildings as shown on the attached Exhibit A which is incorporated herein by reference. The inner access openings will not exceed 25% of the length of the area separation walls and will be protected by "water curtains" as previously approved by the Commission.

3. THE PRECISE ISSUE TO BE ANSWERED BY THE COMMISSION'S DECLARATORY RULING IS:

A) Whether the buildings located at 51, 53, and 55 Sherman Street (as shown on Exhibit A) constitute three (3) separate buildings (side to side) for purposes of determining the number of gaming devices that can be placed within the buildings and whether thirty (30) gaming devices can be placed in each building assuming compliance with the other rules and requirements for gaming activity.

B) Whether the inner access between the three (3) buildings as shown on the attached Exhibit A which are to be protected by "water curtains" qualify as inner access pursuant to ARSD 20:18:25:02

Dated this 27 day of April, 2021.

KR Deadwood Sherman Street 2020,
LLC

By: 
Gerard Keating

Its: 



ADAMS BLOCK
BUILDING
RENOVATION

55 SHERMAN STREET
DEADWOOD, SOUTH DAKOTA

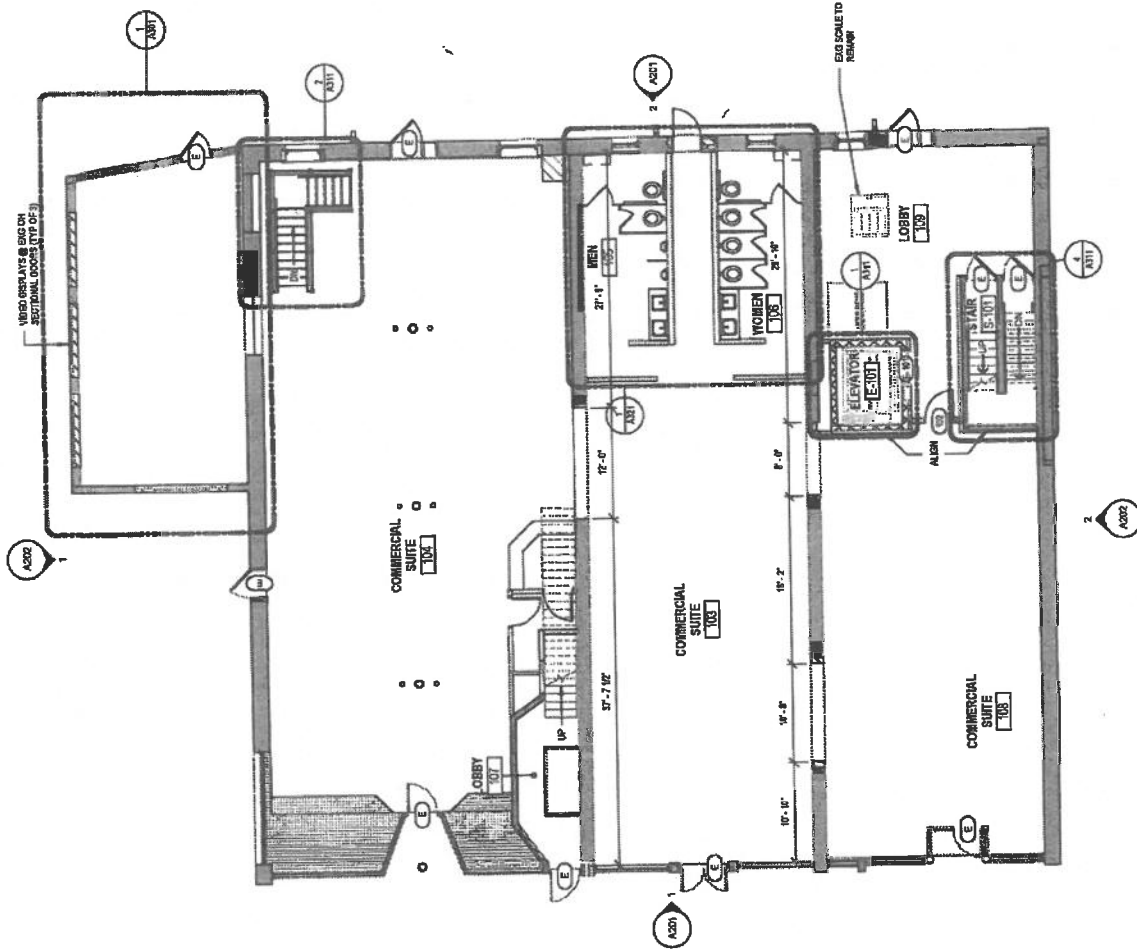
FIRST FLOOR
CONSTRUCTION
PLAN

NO. ISSUED FOR: DATE:



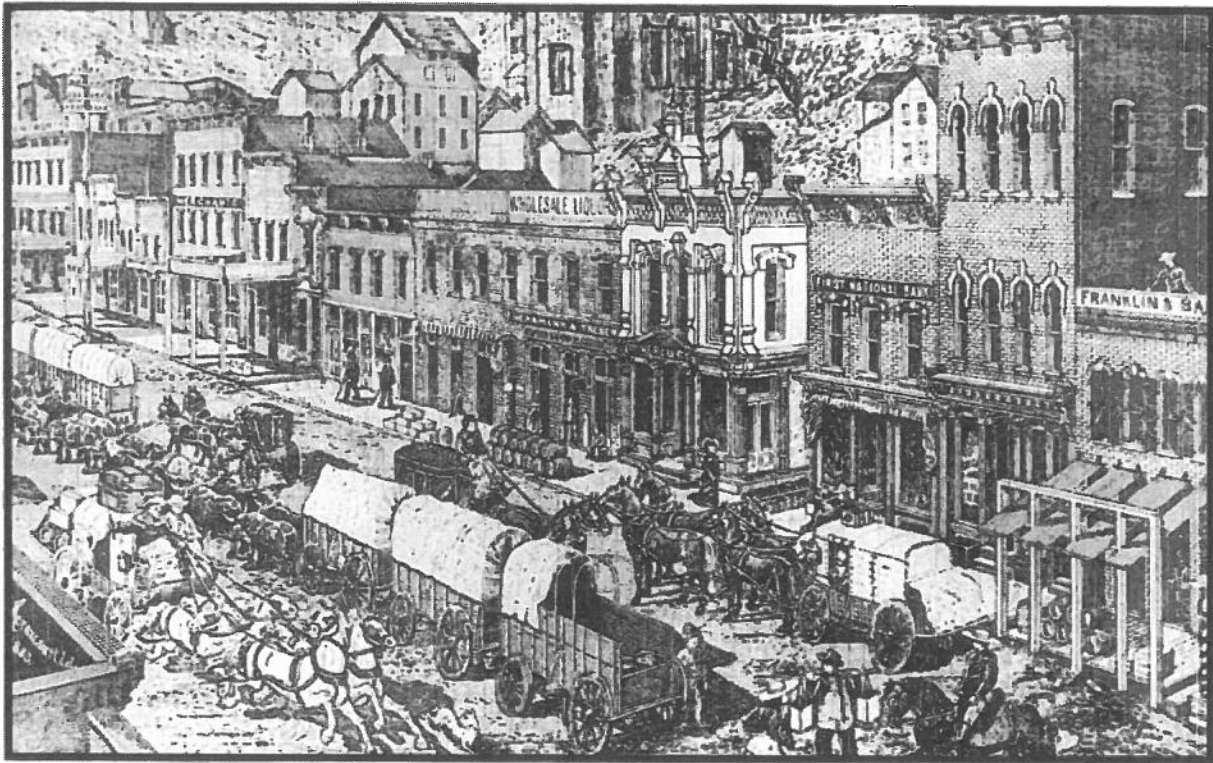
PROJECT STATUS: 100% SD

DATE	SHEET NO.
3/10/2021	A101
PROJECT NO.	
20100	



1 FIRST FLOOR CONSTRUCTION PLAN
A101 18" x 14"

Boots *on* Bricks



A Walking Tour of Historic Downtown Deadwood

By
Mark S. Wolfe

Historic Deadwood Walking Tours

EXHIBIT

B



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Deadwood Historic Preservation Commission*

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Deadwood, SD

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87. THE ADAMS BLOCK

and constructed another 25-foot-wide building to the right of his store, three stories tall. At the same time, he added a third story to his first building. Griffith's Red Anvil Hardware Store was the first floor tenant in the new building. In 1898, Adams started work on the lot to the left of his first building, and constructed a four-story building. DeMouth's Ark occupied that storefront. In 1909, the fourth floors were added to the other two buildings, and they assumed their current appearance.

Adams turned exclusively to wholesale trade in 1901, and his storefront was occupied by Arnold Brothers Grocery Store. Adams continued to do business from the back rooms of his buildings, but required a more visible presence for his offices. In 1903 he built a tall one-story office building to the right of his three four-story buildings. That building has since been remodeled into what appears to be a two-story building. Notice the iron column on the 1903 building. Although it closely resembles the columns on the adjacent building, the flower is turned upside down. This column was manufactured in Deadwood by the Black Hills Foundry to match the other columns, which were manufactured out-of-state. The turned flower may have been done intentionally to differentiate the work, or to avoid patent problems. A one-story brick building was built to the right in 1916 to house Adams' delivery trucks. The final portion of the building was an extension of the garage built in 1933. The bricks used in those buildings are actually street pavers. How Adams obtained street paving brick is a mystery, but he may have purchased them when the streets were paved in 1907, while he was the city's mayor.

In 1941, Adams' company was purchased by Paxton-Gallagher of Omaha, and in 1949 the company announced that they were withdrawing from business in Deadwood and moving their base of operations to Rapid City. These buildings were sold to the Black Hills Mercantile Co. which had been operating out of the Cudahy Packing Co. building since 1919 (#82). They constructed the loading dock entrance on the left side of the building in 1951. The upper stories have been occupied as professional offices and residential apartments.



The Adams Block, 1909. Within a few weeks of the time this photograph was taken, the two three-story buildings were expanded to four stories. Signs in the windows advertise Jell-O and Dry Climate Cigars. Photo courtesy J.E. Stinson Collection, Wyoming State Museum



SOUTH DAKOTA COMMISSION ON GAMING

87 Sherman Street • Deadwood, SD 57732
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South Dakota Commission on Gaming Special Meeting Proposed Rules Hearing Deadwood City Hall, Deadwood, South Dakota

MINUTES

May 18, 2021

At 10:00 a.m. the meeting was called to order. Commissioner Karen Wagner and Commissioner Mike Wordeman were present. Commissioner Karl Fischer, Commissioner Bob Goetz, and Commissioner Spencer Hawley participated via Zoom. Staff members present for the meeting were Mike Shaw, Commission Attorney; Susan Christian, Executive Secretary; Craig Sparrow, Deputy Executive Secretary; and Phil Schlieff, IT Specialist.

The meeting was called to order by Commissioner Wagner at 10:00 a.m.

Commissioner Wagner acknowledged that Commissioner Bob Goetz was reappointed for a three-year term and welcomed newly appointed Commissioner Spencer Hawley from Brookings for a three-year term.

All voting will be done by a roll call. A roll call was taken, and a quorum was present.

Commissioner Hawley	Aye
Commissioner Fischer	Aye
Commissioner Goetz	Aye
Commissioner Wordeman	Aye
Commissioner Wagner	Aye

Conflicts of Interest Disclosure

On a roll call no conflicts of interest were disclosed.

Commissioner Hawley	Nay
Commissioner Fischer	Nay
Commissioner Goetz	Nay
Commissioner Wordeman	Nay
Commissioner Wagner	Nay

Adoption of Special Meeting Agenda

Commissioner Wagner stated that there is one change to the agenda on page 3 the red page number 19 should be page number 26.

Commissioner Wordeman made a motion to adopt the agenda. Commissioner Fischer seconded the motion.

On a roll call vote motion was carried unanimously.

Commissioner Hawley	Aye
Commissioner Fischer	Aye
Commissioner Goetz	Aye
Commissioner Wordeman	Aye
Commissioner Wagner	Aye

March 17, 2020 Quarterly Meeting

Commissioner Fischer made a motion to adopt the minutes as drafted for the March 17, 2021 quarterly meeting. Commissioner Wordeman seconded the motion.

On a roll call vote motion was carried unanimously.

Commissioner Hawley	Aye
Commissioner Fischer	Aye
Commissioner Goetz	Aye
Commissioner Wordeman	Aye
Commissioner Wagner	Aye

Old Business

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

Proposed Rules Hearing

Commissioner Wagner served as the rules hearing officer.

20:18:06:02. Fee required with application.

20:18:08:03. Access to premises and production of records.

20:18:12:01:01. Gaming by licensees.

20:18:14:01. Authorized games.

20:18:15:28. Irregularities.

20:18:15:31. Posting of rules.

20:18:16:32.01. Bad beat pots and pool pots.

20:18:16:37. Posting of rules.

20:18:18:15. Maintenance of slot machines.

20:18:22:12. Adjusted gross revenue computations.

The Deadwood Gaming Association, represented by Roger Tellinghuisen, presented the following proposal: For wagering on sports events, adjusted gross revenue equals the difference between the dollar value of the tickets written and the dollar value of the winning tickets cashed less free play as defined in 42-7B-28.2 and less federal excise tax as determined by the sports wagering services provider's wagering system.

Mike Shaw, Commission Attorney, stated that the proposal meets staff's intentions of this rule. In terms of 42-7B-28.2 it really doesn't define free play. Mr. Shaw asked Mr. Tellinghuisen if he had any objection if we changed "as defined" to "as set forth". Mr. Tellinghuisen had no objection.

20:18:29:02. Closed-circuit surveillance system.

20:18:29:03. Areas requiring surveillance during hours of operation.

20:18:29:09. Labeling of recorded pages.

20:18:29:10. Number of recorders.

This concludes the public rules hearing.

Commissioner Wordeman made a motion to adopt the proposed rules as presented by Legislative Research Council and including the proposal by the Deadwood Gaming Association referencing **42-7B-28.2** with the change from "as defined" to "as set forth". Commissioner Fischer seconded the motion.

On a roll call vote motion was carried unanimously.

Commissioner Hawley	Aye
Commissioner Fischer	Aye
Commissioner Goetz	Aye
Commissioner Wordeman	Aye
Commissioner Wagner	Aye

Date of Next Meeting

The next quarterly meeting is June 16, 2021.

Public Comment

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

Deputy Executive Secretary, Craig Sparrow stated that the sports wagering services providers license application will be available on the website on May 20, 2021 and will start accepting those applications on July 1, 2021 when the law becomes effective.

Commission Attorney, Mike Shaw stated that legislative interim rules review committee will meet in Pierre on Monday June 7, 2021 to approve the proposed rules which would normally become provisionally effective 20 days after filing with the Secretary of State but that the sports wagering rules will not take effect until July 1, 2021 as per Senate Bill 44.

Executive Session

Commissioner Fischer made a motion to go into Executive Session. Commissioner Goetz seconded the motion.

On a roll call vote motion was carried unanimously.

Commissioner Hawley	Aye
Commissioner Fischer	Aye
Commissioner Goetz	Aye
Commissioner Wordeman	Aye
Commissioner Wagner	Aye

At 10:31 a.m. the Commissioners went into Executive Session pursuant to SDCL 1-25-2 (1).

The Executive Session was concluded at 10:45 a.m. with no action taken.

Commissioner Wordeman made a motion to adjourn the meeting. Commissioner Fischer seconded the motion.

On a roll call vote motion was carried unanimously.

Commissioner Hawley	Aye
Commissioner Fischer	Aye
Commissioner Goetz	Aye
Commissioner Wordeman	Aye
Commissioner Wagner	Aye

The meeting was adjourned at 10:46 a.m.

Respectfully Submitted,

Kathy Beringer

Karen Wagner, Madam Chairman

Susan Christian, Executive Secretary



SOUTH DAKOTA COMMISSION ON GAMING

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

TO: Commissioners and Mike Shaw
FROM: Susan Christian, Executive Secretary
SUBJECT: Stipulation and Assurance of Voluntary Compliance
The Lodge at Deadwood DWD Resorts LLC Lic #0217-OP
SDCG Complaint # 21-04-012-PS
DATE: June 16, 2021

On May 20, 2021 an informal consultation per ARSD 20:18:10:03 was held to resolve the violations alleged in the Initial Complaint that was filed by SDCG Gaming Technology Specialist Phil Schlieff on April 23, 2021.

Licensee responded on or about May 3, 2021 and admitted to the conduct alleged in the complaint.

Based on prior SDCG agreed upon Stipulation and Assurance of Voluntary Compliance regarding repeat audit findings Licensee was fined one thousand five hundred dollars and annual audits will be conducted by SDCG staff until it has been determined that the Licensee is complying with all areas of their approved System Internal Controls.

The fine was paid on May 20, 2021.

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



SOUTH DAKOTA COMMISSION ON GAMING

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SOUTH DAKOTA COMMISSION
ON GAMING,

PLAINTIFF

STIPULATION AND ASSURANCE

VS.

OF VOLUNTARY COMPLIANCE

SDCG Case #21-04-012-PS

The Lodge at Deadwood DWD Resorts LLC
SDCG Operator License #0217-OP

DEFENDANT

RECITALS

A complaint was filed against the Defendant on April 23, 2021 by Phil Schlieff, Gaming Technology Specialist, for the South Dakota Commission on Gaming.

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

An Informal Consultation was held between the Executive Secretary and the Defendant on May 20, 2021.

I

The complaint filed on April 23, 2021 alleged that the Defendant engaged in conduct constituting grounds for disciplinary action by failing to comply with the approved System of Internal controls. The complaint alleges that this was identified in a prior audit.

II

The Defendant answered the complaint on or about May 3, 2021. In the licensee's General Manager, Wes Pleinis admitted to the conduct alleged in the complaint filed on April 23, 2021.

III

The South Dakota Commission on Gaming recognizes that the Operator has accepted full responsibility for the repeat audit findings and has implemented processes and controls to mitigate the risk of the issues reoccurring.

The Licensee is in violation of the following South Dakota Commission on Gaming rule and regulation:

20:18:12.01:15. Compliance with Gaming Internal Control and Revenue Reporting Manual.

All licensees must comply with the Gaming Internal Control and Revenue Reporting Manual located in Appendix A at the end of this article unless an exemption or deviation is approved by the executive secretary.

Source: 19 SDR 21, effective August 20, 1992; transferred from § 20:18:21:24, 21 SDR 98, effective November 30, 1994.

General Authority: SDCL 42-7B-7, 42-7B-25.1.

Law Implemented: SDCL 42-7B-1, 42-7B-2, 42-7B-2.1, 42-7B-3, 42-7B-4, 42-7B-7, 42-7B-11, 42-7B-14, 42-7B-15, 42-7B-17, 42-7B-25.1.

IV

Annual IT audits will be conducted until it has been determined by the South Dakota Commission on Gaming that the Licensee is complying with all areas of the approved System Internal Controls.

The Executive Secretary imposes a monetary penalty of One Thousand Five Hundred Dollars (\$1,500.00) to be paid no later than June 4, 2021. Please remit penalty payment to:

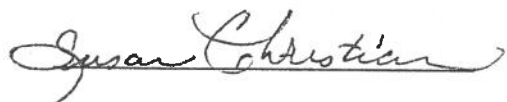
South Dakota Commission on Gaming
87 Sherman Street
Deadwood, SD 57732

V

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

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

DATED at Deadwood, South Dakota, the 20th day of May 2021 .



SUSAN CHRISTIAN, CIA
Executive Secretary
South Dakota Commission on Gaming

The Lodge at Deadwood, DWD Resorts, LLC
Defendant

By 

Its Casino General Manager



SOUTH DAKOTA COMMISSION ON GAMING

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

COPY

May 11, 2021

The Lodge at Deadwood DWD Resorts LLC
c/o Joshua Schmaltz, Registered Agent
13389 US Highway 16
Custer, SD 57730

RE: South Dakota Commission on Gaming vs The Lodge at Deadwood DWD Resorts LLC
Complaint Number 21-04-012-PS

Dear Mr. Schmaltz ,

The Lodge at Deadwood DWD Resorts LLC response to the initial complaint delivered to you on or about April 23, 2012 has been received. Per ARSD 20:18:10:03 it has been determined that the complaint has merit for disciplinary action. A copy of ARSD 20:18:10:03 is enclosed.

An informal consultation to resolve this matter is scheduled for 10:00 a.m.on May 20, 2021 at the South Dakota Commission on Gaming office located at 87 Sherman Street, Deadwood, SD.

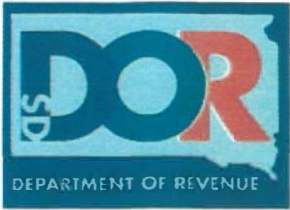
Sincerely,

Susan Christian, CIA
Executive Secretary

Telephone: (605) 773-6051 Pierre office
(605) 578-3074 Deadwood office
E-mail: [susan.christian @state .sd.us](mailto:susan.christian@state.sd.us)

One enclosure

CC: Philip Schlieff by e-mail
Wes Pleinis, General Manager, USPS certified mail



SOUTH DAKOTA COMMISSION ON GAMING

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20:18:10:03. Informal consultation. If the executive secretary considers the complaint to have merit for disciplinary action, the executive secretary may consult with the licensee and the parties affected in an effort to resolve the matter satisfactorily without a formal hearing. The executive secretary must notify in writing the complainant, the licensee complained against, and affected parties of the results of the informal consultation. The informal consultation does not prevent the commission from conducting a formal hearing.

Source: 16 SDR 57, effective October 1, 1989.

General Authority: SDCL 42-7B-7.

Law Implemented: SDCL 42-7B-1, 42-7B-2, 42-7B-3, 42-7B-7, 42-7B-11, 42-7B-18, 42-7B-19, 42-7B-20, 42-7B-21, 42-7B-22, 42-7B-24, 42-7B-25, 42-7B-26.



April 30, 2021

Susan Christian
Executive Secretary
South Dakota Commission on Gaming
445 East Capital Avenue
Pierre, South Dakota 57501

RE: South Dakota Commission on Gaming vs. The Lodge at Deadwood, DWD Resort
LLC SDCG Lic. #0217-OP
SDCG Case # 21-04-012-PS

Dear Executive Secretary Christian,

This letter is a written response to a complaint filed by the South Dakota Commission on Gaming dated April 23, 2021. The Lodge at Deadwood acknowledges the violation of ARSD 20:18:18:24.02 On-line monitoring and control system access and control.

The Lodge at Deadwood acknowledges the repeat findings from the previous review of Internal Controls for Slot management Systems in August 2017.

Issues with domain admins and password changes for accounts that have domain admin rights:

This will be cleaned up in our internal controls and more clearly defined.

Access rights not matching approved internal controls:

Most of our issues were the property not updating the rights in our internal controls and submitting the changes as our business needs changed. We will ensure this happens going forward.

Monthly list submitted to SDCOG not accurate:

Some of the issues were the property not updating the positions and rights in our internal controls as positions changed or needed to be altered to go with some clerical errors. I am confident in our processes and will make more concentrated efforts to execute.





Remote access being granted by individuals that are not allowed per approved internal controls:

Our position "Systems Specialist" granted remote access. Per our own internal controls that position is not listed as authorized. In the internal controls it lists "Upper Management" which we consider that position. We will update and clarify our internal controls to reflect that.

Restore testing not being completed per the approved internal controls:

I am certain that we completed testing in 2019; yet we are unable to provide the necessary documentation to prove it. This was not caught in our own internal monthly audits which is unacceptable. This is the utmost priority and will be completed and documented on our monthly controls.

Internal audit is not identifying these issues on monthly audits:

The Management staff are committed to resolving the repeat finding to ensure compliance and that these issues are caught and identified.

Overall, after this audit, the management feels we have not done a good job of updating and maintaining our Internal Controls. We have every intention of cleaning up these infractions and updating our Internal Controls.

Sincerely

Weston Pleinis
General Manager
The Lodge at Deadwood
605-578-2111

The following witnesses could give testimony about the compliance.

Casey Borsch
Casino Manager
Lodge at Deadwood

CJ Hester
Compliance officer
Lodge at Deadwood

Isaac Dagel
IT Specialist
All Net Connections



SOUTH DAKOTA COMMISSION ON GAMING

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

April 23, 2021

The Lodge at Deadwood, DWD Resorts LLC
C/O Joshua Schmaltz
13389 US Highway 16
Custer, SD 57730

RE: South Dakota Commission on Gaming vs. The Lodge at Deadwood, DWD Resorts LLC
SDCG License Number 0217-OP
Complaint Number 21-04-012-PS


Mr. Schmaltz,

This is to inform you that a complaint has been filed against you by Philip Schlieff, Gaming Technology Specialist of the South Dakota Commission on Gaming. The complaint alleges that compliance issues identified in the current audit had been identified in the prior audit conducted beginning in August of 2017 and that The Lodge at Deadwood, DWD Resorts LLC did not address the compliance issues as indicated in the response to the audit findings letter dated February 14, 2018.

Copies of the regulations and statutes cited in the complaint are available at the Deadwood Public Library and are also available on the South Dakota Commission on Gaming website <https://dor.sd.gov/businesses/gaming/> and at the Deadwood office located at 87 Sherman Street.

You have 20 days from the receipt of this letter to answer the enclosed complaint. In your answer you may admit, deny, qualify or explain the allegations contained in the complaint. The answer must be in writing and mailed to the Executive Secretary of the South Dakota Commission on Gaming at the address printed above.

Sincerely,


Susan Christian, CIA
Executive Secretary

e-mail: susan.christian@state.sd.us

1 Enclosure
CC: Philip Schlieff by e-mail
Wes Pleinis by e-mail

STATE OF SOUTH DAKOTA
DEPARTMENT OF REVENUE AND REGULATION
SOUTH DAKOTA COMMISSION ON GAMING

South Dakota)	
Commission on Gaming)	
)	
)	
Plaintiff,)	Initial Complaint Filed
)	Pursuant to
)	
Vs.)	ARSD 20:18:10:01
)	
)	SDCG Case # 21-04-012-PS
The Lodge at Deadwood, DWD Resort LLC)	
SDCG Lic. #0217-OP)	
Defendant.)	

Generally, licensee has engaged in conduct constituting grounds for disciplinary action. The conduct complained against is as follows:

In the process of completing the *Review of Internal Controls for Slot Management Systems* dated 01-07-2021, Gaming Technology Specialist Philip Schlieff identified repeat findings from their previous review in August 2017 that the Defendant had responded that they had adjusted their process to correct the problems. Specifically,

- Issues with domain admins and password changes for accounts that have domain admin rights.
- Access rights not matching approved internal controls.
- Monthly list submitted to SDCOG not accurate.
- Remote access being granted by individuals that are not allowed per approved internal controls.
- Restore testing not being completed per the approved internal controls.
- Internal audit is not identifying these issues on monthly audits.

This Conduct violates ARSD 20:18:18:24.02

20:18:18:24.02. On-line monitoring and control system access and control.

A licensee must maintain a secure control environment for any on-line monitoring and controls system.

System hardware must be located in an area approved by the executive secretary. Access to the area is restricted to licensed employees and to vendors who are accompanied by a licensed employee.

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

20:18:09:01. Grounds for disciplinary action. The following acts or omissions are grounds for disciplinary action:

(9) Failure to comply with or make provision for compliance with all federal, state, and local laws, rules, regulations, and ordinances, including payment of license fees, sales taxes, use taxes, federal, state, and local income taxes, withholding and payroll taxes, liquor and license fees, and antitrust and monopoly statutes;

Dated this 13th day of April 2020

Name of complainant: Philip Schlieff

Address - 87 Sherman St
Deadwood, SD 57732
(605) 578-3074

The following witnesses could give testimony about the complaint.

Philip Schlieff - Gaming Technology Specialist
South Dakota Commission on Gaming
87 Sherman St
Deadwood, SD 57732

NOTICE TO:

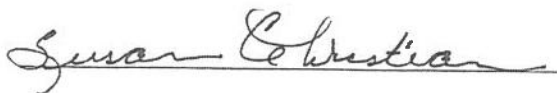
Joshua Schmaltz
13389 US Highway 16
Custer, SD 57730

(DEFENDANT)

You are hereby notified that this complaint has been received by the Executive Secretary, Susan Christian. Pursuant to the rules, you have 20 (twenty) days to answer this complaint. The answer may admit, deny, qualify, or explain the allegations contained in the complaint. You must file an original response with the Executive Secretary of the South Dakota Commission on Gaming. Attach additional sheets of paper listing additional witnesses if necessary. Please mail response to the following address:

Susan Christian
Executive Secretary
445 E Capitol Ave.
Pierre, SD 57501

Dated the 23rd day of April, 2020





SOUTH DAKOTA COMMISSION ON GAMING

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

STATE OF SOUTH DAKOTA CONSULTING CONTRACT

AGREEMENT made and entered into this 16th day of June 2021, by and between South Dakota Commission on Gaming, a state agency of 445 East Capitol Avenue, Pierre, SD 57501 (the "State") and Gaming Laboratories International LLC, 600 Airport Road, Lakewood, New Jersey, 08701, (the "Consultant").

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

1. The Consultant will perform the following services:

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

- (1) Professional consulting fees no charge for the first ten (10) hours of consulting during the contract period and then \$150.00 per hour after the first ten (10) hours**
- (2) Regular device testing time \$150.00 per hour**
- (3) Telephone consulting free of charge**
- (4) Random Number Generator testing minimum of \$5,000.00 per RNG**

2. The consultant's services under this Agreement shall commence on July 1, 2021 and end on June 30, 2022 unless sooner terminated pursuant to the terms hereof.

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

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

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

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

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

A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

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

B. Automobile Liability Insurance:

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

C. Worker's Compensation Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE

CONSULTANT

BY: _____
Susan Christian
Executive Secretary
South Dakota Commission on Gaming

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

(DATE)

 _____
(DATE)

BY: _____
Jim Terwilliger
Secretary
Department of Revenue and Regulation

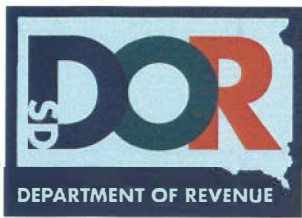
(DATE)

State Agency Coding (MSA Center) 0293000633

State Agency MSA Company for which contract will be paid 52041300

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

Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Susan Christian Acting Executive Secretary



SOUTH DAKOTA COMMISSION ON GAMING

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

RESOLUTION NUMBER 06-16-21-01

The South Dakota Commission on Gaming hereby makes the following allocations for purse supplements and racing operations for the 2021 live horse racing season

To the Verendrye Benevolent Association:

\$50,000.00 from the South Dakota bred racing fund for purses for races that are restricted to South Dakota bred horses including stakes races;

\$ 2,500.00 per racing day from the South Dakota bred fund, not to exceed a maximum of \$ 5,000.00 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

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

\$115,003.00 from Special Racing Revolving Fund for racing operations
\$ 40,000.00 from Special Racing Revolving Fund for purses

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

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

These funds shall be made available to the race tracks upon approval of vouchers by the Executive Secretary and the purpose for which these funds are used shall be subject to an audit by the Commission's audit staff after the financial reports required by ARSD 20:04:20:10 have been furnished to the Commission. Any funds that are disbursed to the corporation or association that are not used as specified above are required to be returned to the South Dakota Commission on Gaming and made available for 2022 race season's allocation.

The Executive Secretary is authorized to withhold \$ 2,500.00 from the distribution of the \$115,003.00 allocated to the Verendrye Benevolent Association for operations as a guarantee 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 2021 racing season.

VERENDRYE BENEVOLENT ASSOCIATION
Funding Requisition

The Verendrye Benevolent Association formally requests that \$ 50,000 be drawn from the SD Bred Fund. These funds would be placed in the VBA Horsemen's Account and be utilized as guaranteed purse structure to conduct specific SD Bred races at Fort Pierre Horse Racing in 2021. These intended races include the SD Bred QH Futurity, SD Bred QH Derby, SD Bred QH Maturity and the SD Bred TB Stakes. Each of these races would utilize \$12,500 in SD Bred Funds.

Total request amount = \$50,000

RECEIVED

MAY 14 2021

SD COMMISSION ON GAMING-PIERRE

VERENDRYE BENEVOLENT ASSOCIATION
Funding Requisition

The Verendrye Benevolent Association formally requests that \$ 5,000 be drawn from the SD Bred Fund. These funds would be placed in the VBA SD Bred Points Account and be distributed through the SD Bred Points System to the qualifying owners of SD Bred horses competing in Fort Pierre Horse Races in 2021. The VBA also requests that each accumulated point be rewarded at \$75 each.

Total Request Amount = \$5,000

RECEIVED

MAY 14 2021

SD COMMISSION ON GAMING-PIERRE

VERENDRYE BENEVOLENT ASSOCIATION
Track Operations Budget – Revolving Fund
2021 Fort Pierre Horse Racing

Required Bond -	\$25,000	Total Track Operations Budget Request = \$115,003
Stanley County Fairgrounds Lease -	\$ 5,600	
Stanley County Fairgrounds Cleanup -	\$ 1,400	
INSURANCE		
Jockey Insurance -	\$27,954	
Exercise Rider Insurance -	\$ 1,800	
General Liability Insurance -	\$ 1,240	
Workmen's Comp Insurance -	\$ 974	
Events Cancellation Insurance -	\$ 925	
LABOR		
Track Manager -	\$ 1,500	
Assistant Track Manager -	\$ 1,500	
Racing Secretary -	\$ 3,000	
Horsemen's Book Keeper -	\$ 4,000	
Accounts Manager -	\$ 4,000	
Track Maintenance Supervisor -	\$ 2,000	
Starter and Gate Crew (10) -	\$ 5,000	
Money Room Manager -	\$ 1,000	
Pari-mutuel Manager -	\$ 1,000	
Track Veterinarian -	\$ 1,000	
Jock Room Custodian and Clerk of Scales -	\$ 800	
Track Announcer -	\$ 800	
Outriders (3) -	\$ 1,500	
Track Steward -	\$ 400	
Pari-mutuel Workers (10)	\$ 3,000	
SECURITY		
Money Room -	\$ 625	
Back Gate and Barn -	\$ 1,000	
Entrance -	\$ 600	
SERVICES		
Timer, Tote, Video and Camera -	\$ 4,950	
Ambulance Standby -	\$ 1,500	
Entry and Horsemen's Support (TruForm) -	\$ 1,000	
Equibase Support -	\$ 175	
Cleanup and Trash Removal -	\$ 1,000	
Copier Lease -	\$ 495	
Track Setup -	\$ 600	
Track Repairs -	\$ 700	
Program Sales and Admissions -	\$ 600	
Racing Program Production -	\$ 3,275	
Condition Book Production -	\$ 665	
Taxes (withheld) -	\$ 2,425	

RECEIVED

MAY 14 2021

SD COMMISSION ON GAMING-PIERRE

VERENDRYE BENEVOLENT ASSOCIATION
Funding Requisition

The Verendrye Benevolent Association formally requests that \$ 40,000 be drawn from the SD Revolving Fund. These funds would be placed into the VBA Horsemen's Account and utilized as purse structure to conduct 10 – 12 Open races at Fort Pierre Horse Racing in 2021.

Total request amount = \$40,000

RECEIVED

MAY 14 2021

SD COMMISSION ON GAMING-PIERRE

VERENDRYE BENEVOLENT ASSOCIATION
Funding Requisition Totals for 2021

Track Operations (derived from SD Revolving Fund) - \$ 115,003

Track Operations, Jockey Bonus Incentive (derived from SD Revolving Fund) - \$4,000

Funds to conduct "Open" races (derived from SD Revolving Fund) - \$40,000

Total request derived from SD Revolving Fund = \$159,003

Specific SD Bred Races (derived from SD Bred Fund) - \$50,000

SD Bred Points (derived from SD Bred Fund) - \$5,000

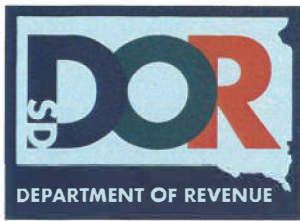
Total request derived from SD Bred Fund = \$55,000

Total combined request = \$214,003

RECEIVED

MAY 14 2021

SD COMMISSION ON GAMING-PIERRE



SOUTH DAKOTA COMMISSION ON GAMING

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

RESOLUTION NUMBER 06-16-21-02

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 2021 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.

VERENDRYE BENEVOLENT ASSOCIATION
Funding Requisition

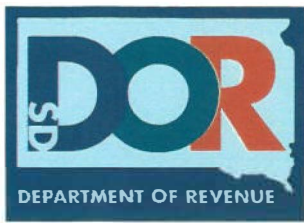
The Verendrye Benevolent Association formally requests that \$4,000 be drawn from the SD Revolving Fund. These funds will be placed into the VBA Track Operations Account and be dispersed at the discretion of the State Steward. These funds will provide a monetary Jockey Bonus to all riders who fulfill the criteria set forth by the before mentioned State Steward at Fort Pierre Horse Racing in 2021.

Total request amount = \$4,000

RECEIVED

MAY 14 2021

SD COMMISSION ON GAMING-PIERRE



SOUTH DAKOTA COMMISSION ON GAMING

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

TO: Commissioners
FROM: Susan Christian, Executive Secretary
SUBJECT: Track Bond and Insurance
DATE: June 16, 2021

I recommend that the Commission require as a condition of any horse track's license that the corporation or association which holds the license 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.

I also recommend that the track be required to obtain a bond, deposit in lieu of bond, or letter of credit to be used if necessary, to pay purses, salaries, wages and payments to vendors for good and services provided to the corporation or association in conducting its racing operations in the following amount:

Verendrye Benevolent Association \$ 25,000.00



SOUTH DAKOTA COMMISSION ON GAMING

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

TO: Commissioners

FROM: Susan Christian, Executive Secretary

DATE: June 16, 2021

SUBJECT: Approval 2021 Verendrye Benevolent Association Racing Official-Ft. Pierre

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

General Manager and Starter - Shane Kramme

Assistant General Manager and Assistant Starter - Scott Hoyt

Racing Secretary and Handicapper - Kent Cross

Starter - Shane Kramme

Horsemen's Bookkeeper-Kacee Etzkorn

Clerk of Scales - David Kramme

Jockey Room Custodian - David Kramme

Horse Identifier - Jerry Duncan

Paddock Judge - Jerry Duncan

Parimutuel Manager – Linda Brown

Timer-Tony Harris

Track Maintenance Supervisor- Ken Olson

VBA Track Steward - Doug Runge

Outriders - Bryon Biwer , Everett Langland

Veterinarian – Murray Ketteler

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

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

TO: Commissioners

FROM: Susan Christian, Executive Secretary

DATE: June 16, 2021

SUBJECT: Appointment of SDCG Horse Racing Officials

Pursuant to ARSD 20:04:20:18 I recommend the Commission approve the following persons to serve as Commission racing officials for the 2021 racing season:

Presiding Steward	Lloyd Just
State Steward	Larry Eliason
Commission Veterinarian	Roger Cooper, DVM

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).

STATE OF SOUTH DAKOTA
CONSULTING CONTRACT

Agreement made and entered into this 16th day of June, 2021, by and between the South Dakota Commission on Gaming, a state agency, of 445 East Capitol Avenue, Suite 101, Pierre, South Dakota, 57501 (the "State") and Cooper Animal Clinic, 39224 133rd Street, Aberdeen, South Dakota, 57401 phone number (605) 225-3500 (the "Consultant").

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

1. The Consultant will perform those services described in the Scope of Work, attached hereto as Exhibit A and by this reference incorporated herein.

2. The Consultant's services under this Agreement shall commence on October 1, 2021 and end on December 31, 2021 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 \$15,000.00. The State will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.

5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, 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 not less than \$1,000,000.00.

B. Business Automobile Liability Insurance:

The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or non-renewal of the policy, the Consultant agrees to provide immediate notice to the State and provide new certificate of insurance showing continuous coverage in the amounts required. 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 a 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 a 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. Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Consultant in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State. Papers, reports, forms, software programs, source code(s), and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

16. 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.

17. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Susan Christian 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.

18. 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.

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

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

STATE

BY: _____

Susan Christian
Executive Secretary

CONSULTANT

BY: _____

Roger D. Cooper, DVM
Cooper Animal Clinic

BY: _____

Jim Terwilliger
Secretary
Department of Revenue

- State Agency Coding (MSA Center) 0293000633
- State Agency MSA Company for which contract will be paid 3037
- Object/sub object MSA account to which voucher will be coded 52041000
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Susan Christian (605) 773-6051

EXHIBIT A

SCOPE OF WORK

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

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

During the period October 3, 2021 through October 11, 2021, Roger D. Cooper and Cooper Animal Clinic will not treat any horses that are competing or being trained to compete at the Fort Pierre Racetrack except to render immediate treatment or euthanasia to an injured horse with the consent of the owner or trainer of the horse.

RECEIVED

MAY 25 2021

SD COMMISSION ON GAMING/PIERRE

STATE OF SOUTH DAKOTA

CONSULTING CONTRACT

AGREEMENT made and entered into this 16th day of June 2021, by and between South Dakota Commission on Gaming, a state agency, of 445 East Capitol Avenue, Pierre, South Dakota 57501 (the "State") and Center for Tox Services, 1819 West Drake Drive, Suite 102, Tempe, Arizona 85283 (the "Consultant"), phone (480) 345-7454.

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

1. The Consultant will perform those services described in the Work Plan, attached hereto as Exhibit A and by this reference incorporated herein.

2. This contract shall begin on October 1, 2021 and end on December 31, 2021 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 or Federal Tax Identification 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 \$15,000.00 that may include travel expenses experienced by Consultant. All travel expenses shall be approved by the Executive Secretary of the South Dakota Commission on Gaming prior to such travel. Payment will be made pursuant to itemized invoices.

5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, 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. General Liability Insurance or Miscellaneous Professional Liability Insurance:

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

B. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' 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 in this Agreement and which provide that such insurance may not be canceled, except on 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 a 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 a part hereof, and be signed by an authorized representative of each of the parties hereto.

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

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

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

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

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.

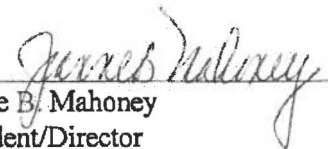
17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

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

STATE

CONSULTANT

BY: _____
Susan Christian
Executive Secretary

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

BY: _____
Jim Terwilliger
Secretary
Department of Revenue

- State Agency Coding(MSAS Center) 0293000633
- State Agency MSAS Company for which the contract will be paid 3037
- Object/ sub object MSAS account to which the voucher will be coded 520128000
- Name and phone number of contact person who can provide additional information regarding this contract Susan Christian - 773-6051

EXHIBIT A

Consultant will provide official laboratory testing services for the South Dakota Commission on Gaming for the 2021 live horse racing season at Fort Pierre , South Dakota 57532.

All routine screening will be completed within 72 hours of receipt of the samples. Routine screening will involve the use instrumental screening and at a minimum, thirty ELISA kits per urine sample.

All required confirmatory tests will be completed three business days from the date the sample was declared "pending".

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

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

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

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

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

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

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

- At least 3 ice packs per shipping container

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2021

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

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

PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068	CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C, No, Ext): 602.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: COPPERPOINT GENERAL INSURANCE COMPAN INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13043
INSURED CENTER FOR TOX SERVICES INC 1819 W Drake Dr Ste 102 Tempe AZ 85283		

COVERAGES**CERTIFICATE NUMBER: 24****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.

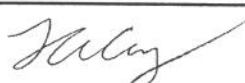
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1003406	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: Various AZ Locations

4511 - AZ - ANALYTICAL CHEMISTS, 8810 - AZ - CLERICAL OFFICE EMPLOYEES-N.O.C.

CERTIFICATE HOLDER**CANCELLATION**

South Dakota Commission On Gaming 445 East Capitol Avenue Pierre SD 57501	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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SOUTH DAKOTA COMMISSION ON GAMING

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

COOPERATIVE AGREEMENT

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

The South Dakota Commission on Gaming agrees to reimburse the Stanley County Sheriff's Office for providing additional law enforcement services on the Stanley County Fairgrounds from 12:00 noon until 8:00 PM(CDT) on Saturday, October 2, 2021 and from 12:00 noon until 6:00 PM (CDT) on Sunday, October 3, 2021.

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

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

Dated the 9th day of June 2021

A handwritten signature in black ink, appearing to read "Bradley Rathburn", is written over a horizontal line.

BRADLEY RATHBURN
SHERIFF
STANLEY COUNTY

SUSAN CHRISTIAN
EXECUTIVE SECRETARY
S.D. COMMISSION ON GAMING

**South Dakota Commission on Gaming
Licensing
June 16, 2021**

Key License

- | | |
|----------------|------------------|
| ✓ Andrea Weyer | ✓ Heather Gordon |
| ✓ Sarah Milek | ✓ David Knight |
| ✓ Roxanne Daum | ✓ Felix Mehia |
| ✓ Lon Simmons | ✓ Sherri Johnson |
| ✓ Tracy Cooper | |

Business License

- ✓ Recommend approval of Deadwood Legacy Holdings, LLC **(12000-RT)** with Tim Conrad **(0124-OW)**, Marc Oswald **(4880-OW)** William Alpin **(4881-OW)** and Trinity Conrad **(11999-OW)** as members for a new retail license.
- ✓ Recommend approval of an Operator **(12042-OP)** and a Retail license for Ernest Hospitality, LLC with Timothy Johnson **(12043-OW)** the owner and that they be assigned to Deadwood Gulch Resort location at 304 Cliff Street effective July 1, 2021.
- ✓ Recommend approval of Philippe Etienne **(11500-DR)** as a Director on the Aristocrat Leisure Limited **(0108-MA)** Manufacturer license.
- ✓ Recommend approval of Anna Massion-Greenberg **(11342-DR)** as a Director on the AGS, LLC Leisure Limited **(0130-MA)** Manufacturer license.

Business License Renewals

- ✓ See Attached list



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

MEMORANDUM

TO: South Dakota Commission on Gaming
FROM: Russell Belina
SUBJECT: Andrea Weyer

The applicant is currently working at Midnight Star Casino as a table games dealer. The applicant is seeking her key licensure so she can continue to work there and possibly work in positions of higher responsibility. Andrea has held a support license since 2014 with no history of disciplinary actions.

Concerns: None

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

Russ Belina
Enforcement Agent



SOUTH DAKOTA COMMISSION ON GAMING

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

MEMORANDUM

DATE: April 16, 2021
TO: South Dakota Commission on Gaming
FROM: Mark Heltzel
SUBJECT: Sarah Milek

Sarah applied for and obtained her support license in March of 2019. She is currently working at First Gold Hotel and Casino as a slot tech. Sarah is attempting to obtain a key license to open more possibilities for her and help her employer out.

Concerns: None

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



SOUTH DAKOTA COMMISSION ON GAMING

87 Sherman Street • Deadwood, SD 57732

(605) 578-3074 • dor.sd.gov/gaming

MEMORANDUM

DATE: Wednesday, May 12, 2021
TO: South Dakota Commission on Gaming
FROM: Russell Belina
SUBJECT: Roxanne Daum

Roxanne is currently working as a grave-yard shift manager at the Celebrity Hotel. She is seeking her key licensure in order to fill a full time grave-yard shift position that will require a key license employee. Roxanne has held a support license with the South Dakota Commission on Gaming since 2012. No administrative action has ever been taken against her license.

Concerns: None

Recommendations: It is recommended that the applicant be approved for a key license. No derogatory information was discovered during this background investigation that would prevent the applicant from obtaining a license.

A handwritten signature in black ink, appearing to read "Russ Belina", is written over a horizontal line.

Russ Belina
Enforcement Agent



SOUTH DAKOTA COMMISSION ON GAMING

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

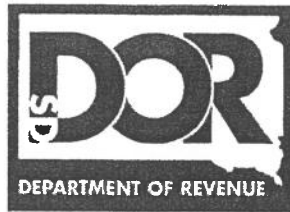
MEMORANDUM

DATE: May 20, 2021
TO: South Dakota Commission on Gaming
FROM: Mark Heltzel
SUBJECT: Lon Simmons

Lon applied for and obtained his support license in December of 2020. He is currently working at Deadwood Mountain Grand as a floor supervisor. Lon is attempting to obtain a key license to open more possibilities for him and help his employer out.

Concerns: None

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



SOUTH DAKOTA COMMISSION ON GAMING

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

MEMORANDUM

DATE: May 25, 2021
TO: South Dakota Commission on Gaming
FROM: Mark Heltzel
SUBJECT: Tracy Cooper

Tracy applied for and obtained support license in in 2012 and then let it expire in 2014. The applicant then obtained a support license again in January of 2020. Tracy is currently working at the Deadwood Mountain Grand in the players club center. Tracy is attempting to obtain a key license to open more possibilities for her and help her employer out.

Concerns: None

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



SOUTH DAKOTA COMMISSION ON GAMING

87 Sherman Street • Deadwood, SD 57732

(605) 578-3074 • dor.sd.gov/gaming

MEMORANDUM

DATE: May 7, 2021
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Heather L. Gorden

Heather Gorden is presently employed as a floor supervisor at Deadwood Mountain Grand (DMG) in Deadwood, SD. She has been employed with DMG since October of 2020.

Gorden received a Support License with the South Dakota Commission on Gaming (SDCG) in July of 2020. She has never been licensed in any other gaming jurisdiction and has had no disciplinary actions since receiving a Support License with the SDCG.

Recommendation: Upon completion of this background investigation, it is recommended that Heather L. Gorden be **approved** for a Key License. There was nothing found during the course of this investigation that would preclude her from Key licensure in Deadwood.

Angela J. Wilkerson
SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT
SD COMMISSION ON GAMING



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

MEMORANDUM

DATE: June 02, 2021
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: David A. Knight

David Knight is presently employed as the General Manager at Tin Lizzie Gaming Resort in Deadwood, SD. He has been employed at Tin Lizzie since December of 2020.

Knight received a Support License with the South Dakota Commission on Gaming (SDCG) in January of 2021. Knight has never been licensed in any other gaming jurisdiction and has had no disciplinary actions since receiving a Support License with the SDCG.

Recommendation: Upon completion of this background investigation, it is recommended that David A. Knight be **approved** for a Key License. There was nothing found during the course of this investigation that would preclude him from Key licensure in Deadwood.

Angela J. Wilkerson
SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT
SD COMMISSION ON GAMING



SOUTH DAKOTA COMMISSION ON GAMING

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

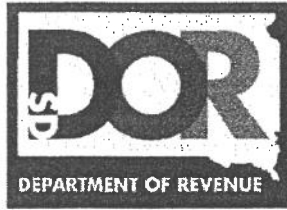
MEMORANDUM

DATE: May 27, 2021
TO: South Dakota Commission on Gaming
FROM: S/A Brian Swets
SUBJECT: Felix Mehia

Felix has had a support license on and off since 1990 and has had a key license in the past. He is currently working at Deadwood Mountain Grand and Midnight Star as a cashier. Felix has applied for a key license to provide more possibilities for him and his employers in the future.

Concerns: None

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



SOUTH DAKOTA COMMISSION ON GAMING

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

MEMORANDUM

TO: South Dakota Commission on Gaming
FROM: Russell Belina
SUBJECT: Sherri Johnson

The applicant is not currently working in Deadwood but previously was when she applied before taking another position. She is continuing to pursue this license in case an opportunity presents itself again in Deadwood. Sherri has held a support license since 1992 with no history of disciplinary actions.

Concerns: None

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

Russ Belina
Enforcement Agent



SOUTH DAKOTA COMMISSION ON GAMING

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

DATE: April 23, 2021

TO: SD Commission on Gaming

FROM: Craig Sparrow, Deputy Exec. Secretary

RE: Deadwood Legacy Holdings, LLC **(12000-RT)**

We received an application along with the application fee from Deadwood Legacy Holdings, LLC with the current ownership of Tim Conrad, Marc Oswald and William Kenneth Alpin. Noted in the application is that upon the completion of a separate background investigation, one additional owner will be added to the ownership group. Background investigations were completed on all three of the current members of Deadwood Legacy Holdings, LLC when they were licensed as owners with the company that previously operated Deadwood Mountain Grand.

Deadwood Legacy Holdings, LLC was registered with the Secretary of State on April 21, 2020 and is in good standing. Upon approval of their application, Deadwood Legacy Holdings, LLC plans to complete the purchase of an ownership interest in Hickoks Casino at 685 Main Street.

Staff Recommends approval of a Retail license for Deadwood Legacy Holdings, LLC **(12000-RT)**.



SOUTH DAKOTA COMMISSION ON GAMING

87 Sherman Street • Deadwood, SD 57732

(605) 578-3074 • dor.sd.gov/gaming

MEMORANDUM

DATE: Monday, May 03, 2021
TO: South Dakota Commission on Gaming
FROM: Russell Belina
SUBJECT: Trinity Conrad

Trinity is currently involved in several businesses. She is owner-operator of Deadwood Rentals LLC, co-owner of Live it Up Dance Studio in Rapid City and co-owner of the Dungeon Bar in Sturgis. Trinity is seeking her Owner licensure because she is investing in Deadwood Legacy Holdings, LLC, Hickok's Hotel and Casino for the purpose of becoming part owner of the establishment. Trinity previously held a support license with the South Dakota Commission on Gaming and worked at the Deadwood Mountain Grand and the Buffalo Bodega. No administrative action has ever been taken against her license.

Concerns: None

Recommendations: It is recommended that the applicant be approved for an Owner license. No derogatory information was discovered during this background investigation that would prevent the applicant from obtaining a license.

Russ Belina
Enforcement Agent



SOUTH DAKOTA COMMISSION ON GAMING
87 Sherman Street • Deadwood, SD 57732
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MEMORANDUM

DATE: May 27, 2021
TO: South Dakota Commission on Gaming
FROM: Brian Swets
SUBJECT: Ernest Hospitality LLC

Timothy Johnson created Ernest Hospitality on October 15, 2020 to purchase the Deadwood Gulch Gaming Resort. Tim Johnson is the sole owner. Since the date of purchase Tim has remodeled and opened the resort however the gaming area remains closed.

Concerns: None

Recommendations: It is recommended that Ernest Hospitality LLC be **approved** for an Operator's License. Nothing derogatory was found in the investigation that would prevent licensure.



SOUTH DAKOTA COMMISSION ON GAMING
87 Sherman Street • Deadwood, SD 57732
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MEMORANDUM

DATE: May 27, 2021
TO: South Dakota Commission on Gaming
FROM: Brian Swets
SUBJECT: Timothy Charles Johnson

Timothy Johnson is a self-employed hotel owner. Timothy has worked in the hospitality industry for the last sixteen years with the last thirteen years in the hotel industry. Timothy managed a hotel for six years before purchasing his first hotel seven years ago. He currently is the sole owner of several hotels and is majority owner of a another, all of which are located in South Dakota. Tim has never held a gaming license or been subject to a background investigation before.

Concerns: None

Recommendations: It is recommended that Timothy Johnson be **approved** for an Owner's License. Nothing derogatory was found in the applicant's background investigation that would prevent him from obtaining a SDCG license. The applicant has never been licensed by any gaming jurisdiction before.



SOUTH DAKOTA COMMISSION ON GAMING
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MEMORANDUM

DATE: March 10, 2021
TO: South Dakota Commission on Gaming
FROM: S/A Angela Wilkerson
SUBJECT: Philippe G. Etienne

Philippe Etienne is a non-executive director for Aristocrat Leisure Limited out of New South Wales, Australia. He is applying for licensure due to his affiliation with Aristocrat which conducts business in South Dakota.

Mr. Etienne is presently licensed in several state gaming jurisdictions and has applications pending in others. He has had no known disciplinary actions since receiving any licensure.

Recommendation: Recommendation as a result of this background investigation is that Philippe G. Etienne be **approved** for licensure as a Director with Aristocrat. No information was found during the course of this investigation that would preclude this applicant from licensure.

A handwritten signature in black ink, appearing to read "Angela J. Wilkerson", is written over a horizontal line.

Angela J. Wilkerson
SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT
SD COMMISSION ON GAMING



SOUTH DAKOTA COMMISSION ON GAMING

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MEMORANDUM

DATE: June 1, 2021
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Anna Massion-Greenberg (11342-19-DR)

Anna Massion-Greenberg is a member of the Board of Directors for PlayAGS, Inc. out of Las Vegas, NV. Massion-Greenberg is applying for licensure due to her affiliation with AGS which conducts business in South Dakota.

Massion-Greenberg is currently licensed in several state gaming jurisdictions and has applications pending in others. She has had no known disciplinary actions since receiving any licensure.

Recommendation: Upon completion of this background investigation, it is recommended that Anna Massion-Greenberg be **approved** for licensure as a Director. There was nothing found during the course of this investigation that would preclude her from this licensure.

Angela J. Wilkerson
SPECIAL AGENT – INVESTIGATIONS / ENFORCEMENT
SD COMMISSION ON GAMING

BUSINESS LICENSE RENEWAL – 2021-2022**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
GOLD DUST 1	0588-RT	MINERAL PALACE 7	0543-RT
GOLD DUST 2	0589-RT	MINERAL PALACE 8	0544-RT
GOLD DUST 3	0590-RT	MINERAL PALACE 9	0545-RT
GOLD DUST 4	0591-RT	MINERAL PALACE 10	0546-RT
GOLD DUST 5	0592-RT	MINERAL PALACE 11	0547-RT
GOLD DUST 6	0593-RT	MINERAL PALACE 12	0548-RT
GOLD DUST 7	0594-RT		
GOLD DUST 13 (777)	0610-RT	MIDNIGHT STAR, LLC	11633-OP
GOLD DUST 14 (777)	0611-RT	MIDNIGHT STAR 1	11634-RT
GOLD DUST 15 (777)	0612-RT	MIDNIGHT STAR 2	11635-RT
BLUE SKY GAMING INC	0199-OP	SALOON GAMBLING INC	0103-OP
TIN LIZZIE 1	0313-RT	SALOON GAMBLING INC 1	0011-RT
TIN LIZZIE 2	0314-RT	SALOON GAMBLING INC 2	0063-RT
TIN LIZZIE 3	0315-RT	SALOON GAMBLING INC 3	0393-RT
TIN LIZZIE 4	0524-RT		
TIN LIZZIE 5	0525-RT	SUPER G INVESTMENT CO	0114-OP
TIN LIZZIE 7	0604-RT		0004-RO
TIN LIZZIE 8	0605-RT	SILVERADO 1	0058-RT
TIN LIZZIE 9	0606-RT	SILVERADO 2	0134-RT
TIN LIZZIE 12	0609-RT	SILVERADO 3	10862-RT
TIN LIZZIE 13	0613-RT	SILVERADO 4	10863-RT
		SILVERADO 5	10864-RT
BY DEVELOPMENT INC	0196-OP	SILVERADO 6	0147-RT
CADILLAC JACKS 1	0302-RT	SILVERADO 7	10865-RT
CADILLAC JACKS 2	0303-RT	FRANKLIN 1	10866-RT
CADILLAC JACKS 3	0304-RT	FRANKLIN 2	10867-RT
CADILLAC JACKS 4	0526-RT	FRANKLIN 3	10868-RT
CADILLAC JACKS 5	0527-RT	FRANKLIN 4	10869-RT
CADILLAC JACKS 6	0528-RT	FRANKLIN 5	10870-RT
CADILLAC JACKS 7	0529-RT	FRANKLIN 6	10871-RT
CADILLAC JACKS 8	0530-RT		
CADILLAC JACKS 9 (SHS4)	0597-RT	THE LODGE AT DWD -DWD RESORTS LLC	0217-OP
CADILLAC JACKS 10	10860-RT	THE LODGE AT DEADWOOD 1	0469-RT
		THE LODGE AT DEADWOOD 2	0470-RT
DEALS PUBLICATIONS	0197-OP	THE LODGE AT DEADWOOD 3	0471-RT
CELEBRITY 1	11567-RT	THE LODGE AT DEADWOOD 4	0533-RT
CELEBRITY 2	11568-RT	THE LODGE AT DEADWOOD 5	0534-RT
		THE LODGE AT DEADWOOD 6	0535-RT
FIRST GOLD INC	0120-OP	THE LODGE AT DEADWOOD 7	0536-RT
	0011-RO	THE LODGE AT DEADWOOD 8	0537-RT
HORSESHOE 1	0079-RT	THE LODGE AT DEADWOOD 9	0538-RT
BLACKJACK 2	0081-RT	THE LODGE AT DEADWOOD 10	0539-RT
FIRST GOLD 3	0208-RT		
FIRST GOLD 4	0567-RT	ZCN LLC	11382-OP
FIRST GOLD 5	0568-RT	DEADWOOD MT GRAND 1	11383-RT
FIRST GOLD 6	0569-RT	DEADWOOD MT GRAND 2	11384-RT

BUSINESS LICENSE RENEWAL – 2021-2022

FIRST GOLD 7	0570-RT	DEADWOOD MT GRAND 3	11385-RT
FIRST GOLD 8	0571-RT	DEADWOOD MT GRAND 4	11386-RT
FIRST GOLD 9	0572-RT	DEADWOOD MT GRAND 5	11387-RT
FIRST GOLD 10	0573-RT	DEADWOOD MT GRAND 6	11388-RT
FIRST GOLD 11	0584-RT	DEADWOOD MT GRAND 7	11389-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

DEADWOOD STATION 1 - WILLY'S WILD WEST	0595-RT
DEADWOOD STATION 2 - WILLY'S WILD WEST	0602-RT

GOLD COUNTRY INN-WILLY'S WILD WEST INC	0596-RT
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HICKOKS 1-DHIH, LLC	11965-RT
HICKOKS 2-DHIH, LLC	11966-RT
HICKOKS 3-DHIH, LLC	11967-RT

IRON HORSE INN – LATCHSTRING GETAWAYS	11505-RT
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MARTIN MASON BLDG 1	0317-RT
MARTIN MASON BLDG 2	0318-RT

MUSTANG SALLY 1 – T KEEHN	0220-RT
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OYSTER BAY	0106-RT
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SUPER 8 1 – GOLD RUN LLC	11110-RT
SUPER 8 2 – GOLD RUN LLC	11111-RT
SUPER 8 3 – GOLD RUN LLC	11112-RT

VFW	0017-RT
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WOODEN NICKEL CASINO	0316-RT
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DEADWOOD PARKING LOTS, LLC	0003-PO
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LAMAR FEED & GRAIN, LLC	11636-PO
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OPTIMA LLC-DBA TRUE BY HILTON	0005-PO
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WWW, LLC	0002-PO
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OPERATOR, ROUTE OPERATOR & UNASSIGNED LICENSES

AGT-MICHAEL TRUCANO	0230-OP
AGT-MICHAEL TRUCANO	10858-RO
MICHAEL TRUCANO-OLD IRON HORSE INN	0583-RT
DGS LLC	0233-OP
PEGGY MAHER	0129-OP
SHARON GOULD	10355-OP
1911 HOLDINGS	10020-OP
TIM & MONICA CONRAD	0108-OP
BRANCH HOUSE PROPERTIES	0585-RT
DAKAM MOHAMED DAKAM	0264-RT
CHRIS GOULD	0440-RT
SRK DEVELOPMENT	11623-RT
PAT ROBERTS	0117-RT

DISTRIBUTORS

UNIVERSAL GAMING RESOURCES, LLC	0121-DS
DYNAMIC GAMING SOLUTIONS SD LLC	11328-DS

MANUFACTURERS

AGS, LLC	0130-MA
AINSWORTH GAMING TECHNOLOGY	11549-MA
ARISTOCRAT TECHNOLOGIES INC	0108-MA
ARUZE GAMING INC	0133-MA
EVERI GAMES INC (MULTIMEDIA)	0131-MA
HARMS VENDING	0129-MA
IGT	0101-MA
INCREDIBLE TECHNOLOGIES INC	10735-MA
INTERBLOCK D.D.	0124-MA
IVERSON GAMING SYSTEM INC	0123-MA
JCM AMERICAN CORP	0132-MA
KONAMI GAMING INC	0128-MA
NOVOMATIC AG	11561-MA
NRT TECHNOLOGY CORP	0125-MA
PATRIOT GAMING & ELECTRONIC INC	10044-MA
SCIENTIFIC GAMES INC	0114-MA
TABLE TRAC INC	0127-MA

ASSOCIATED EQUIPMENT MANUFACTURER

AVALON GAMING INC	10877-AE
COUNTR GMBH	11376-AE
GAMING PARTNERS INTERNATIONAL USA	10983-AE
GAMING & ENTERTAINMENT TOUCH TECH	11146-AE
GLOBAL PAYMENTS GAMING SERVICES	11790-AE
M3 TECHNOLOGY SOLUTIONS LLC	11293-AE
QUANTUM SYSTEMS SOLUTIONS	11617-AE