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

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

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

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

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

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

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

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

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

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3999, and online at Gaminglabs.com/gli-standards.

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

All online pari-mutuel wagering system operators must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 20:04:35

ADVANCE DEPOSIT PARI-MUTUEL WAGERING ACCOUNTS

Section

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

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

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

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

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

(5) "Confidential account information" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20:04:35:02. Authorization to conduct advance deposit wagering. A multi-jurisdictional totalizator hub licensee shall receive specific authorization from the commission to conduct advance deposit wagering prior to conducting wagering. Any entity authorized to conduct wagering under SDCL 42-7 shall comply with all applicable federal, state, local, and commission requirements to be eligible for authorization.

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

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

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

(3) A process to close out inactive accounts;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Full legal name;

(B) Date of birth;

(C) Principal residential address;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (8) The licensee's personal identifying information protection policy including:
- (A) The information required to be collected;
 - (B) The purpose and legal basis for collection;
 - (C) The period in which the information is stored, or, if no period can be possibly set, the criteria used to set this;
 - (D) The conditions allowing disclosure;
 - (E) That measures are in place to prevent the unauthorized or unnecessary disclosure;
- and
- (F) Any other privacy requirements specified by the commission through internal control procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The approved methods for funding accounts are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) When required by the commission;

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

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

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

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

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

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

(1) Prevent the account holder from wagering;

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

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

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

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

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

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

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

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

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

(2) If authorized by the commission;

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

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

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

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

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

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

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

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

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

The licensee shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each multi-jurisdictional totalizator hub licensee that is authorized to conduct advance deposit pari-mutuel wagering shall maintain an account at a state or federally chartered financial institution to hold patron deposits and payments made by the operator or route operator to the patrons for winning bets. This account shall not be used by the licensee for any other purpose and is not an asset of the licensee. This account is subject to review and audit by the commission at any time.

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

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



SOUTH DAKOTA COMMISSION ON GAMING

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

UNAPPROVED MINUTES

South Dakota Commission on Gaming Quarterly Business Meeting City Hall, Deadwood, South Dakota

MINUTES

March 30, 2026

At 9:00 a.m. the meeting was called to order. Chairman Harry Christianson, Vice Chairman Spencer Hawley, Commissioner Bob Goetz, and Commissioner Daryl Christiansen were present. Commissioner Mark Millage participated in the meeting via Zoom. Staff members present at the meeting were Doug Abraham, Commission Attorney; Mark Heltzel, Executive Secretary; and Brandon Snyder, Enforcement Agent.

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

| | |
|---------------------------|-----|
| Vice Chairman Hawley | Aye |
| Commissioner Goetz | Aye |
| Commissioner Millage | Aye |
| Commissioner Christiansen | Aye |
| Chairman Christianson | Aye |

Approval of Quarterly Business Meeting Agenda

Chairman Christianson stated to remove pages 5-13H from the meeting agenda. Vice Chairman Hawley made a motion to approve the meeting agenda with the removal of the pages noted. Commissioner Goetz seconded the motion which was carried unanimously.

December 16, 2025, Quarterly Meeting

Commissioner Goetz made a motion to adopt the minutes as drafted for the December 16, 2025, quarterly meeting. Commissioner Christiansen seconded the motion which was carried unanimously.

Conflicts of Interest Disclosure

On a roll call no conflicts of interest were disclosed.

| | |
|---------------------------|-----|
| Vice Chairman Hawley | Nay |
| Commissioner Goetz | Nay |
| Commissioner Millage | Nay |
| Commissioner Christiansen | Nay |
| Chairman Christianson | Nay |

Stipulation and Assurance of Voluntary Compliances**Randy Olson**

A monetary penalty of \$150.00 to be paid not later than March 2, 2026, was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant was employed as a gaming employee without having an active gaming license and this is in violation of SDCL 42-7B-27. An informal consultation was held, and licensee agreed to the complaint and paid the fine.

SGMSD, LLC

A monetary penalty of \$500.00 to be paid not later than March 2, 2026, was imposed for a complaint that was filed alleging that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant, a retail licensee, employed a gaming employee without having an active gaming license and this is in violation of SDCL 42-7B-27. An informal consultation was held, and licensee agreed to the complaint and paid the fine.

Commissioner Millage made a motion to accept the Stipulation and Assurance of Voluntary Compliance for Randy Olson and SGMSD, LLC. Commissioner Christiansen seconded the motion which was carried unanimously.

Comments by Executive Secretary

The Executive Secretary, Mark Heltzel, commented on the following items that were related to the 2026 Legislative Session:

- Senate Bill 102 passed which changes the distribution formula for the City of Deadwood, State general fund, municipalities, and school district and will go into effect July 1, 2026.
- House Bill 1058 passed which now will allow online parimutuel wagering and will go into effect July 1, 2026.
- Senate Bill 46, 47, and 48 all pertained to open meeting law requirements in which the commission already meets the requirements.

Deadwood Licensing Matters

Key License Approvals

Executive Secretary Heltzel recommended approval of the following:

- Helen Ashton
- Tijana Harper
- Jaqueline Huiner
- Constance Purcell
- James
- Daniel Feltz
- Stephen Morro
- Christine Tierney
- Leah Rauchwater

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

2026 Key License Renewals

Executive Secretary Heltzel recommended approval of the following:

- Brenda Alexander
- Rosa Gonzalez-Costa
- Hector Fernandez
- Jim Vinson

Commissioner Goetz made a motion to approve the Key License renewals as staff recommended. Commissioner Christiansen seconded the motion which was carried unanimously.

Comments by Shane Kramme, VBA

Shane Kramme, representing the Verendrye Benevolent Association and the SD Horsemen Association, requested the date of October 3, 2026, running seven races, and October 4, 2026, as an alternative day, for the 2026 live racing season. He stated that he did some research and there are currently nine providers that operate in South Dakota illegally and with the passing of House Bill 1058 this will allow the commission to license those providers.

Live Horse Racing

Commissioner Christiansen made a motion to approve October 3, 2026, live horse racing date and October 4, 2026, as an alternative day for the 2026 live horse racing season. Vice Chairman Hawley seconded the motion which carried unanimously.

Next Quarterly Commission Meeting

The next quarterly commission meeting is scheduled for June 23, 2026.

Public Comment

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

Overview of the last three fiscal years of gaming taxes remitted

This was for information purposes only, so no action was taken.

Executive Session

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

At 9:40 a.m. the Commissioners went into Executive Session pursuant to SDCL 42-7B-8.1 and ARSD 20:18:08.01:02.

The Executive Session concluded at 10:25 a.m. with no action taken.

Adjournment

With no further business to be discussed Commissioner Christiansen made a motion to adjourn the meeting. Vice Chairman Hawley seconded the motion which carried unanimously.

The meeting was adjourned at 10:26 a.m.

Respectfully Submitted,

Kathy Beringer

Harry Christianson, Chairman

Mark Heltzel, Executive Secretary



SOUTH DAKOTA COMMISSION ON GAMING

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

STATE OF SOUTH DAKOTA CONSULTING CONTRACT

AGREEMENT made and entered into this _____ th day of June 2026, by and between South Dakota Commission on Gaming, a state agency of 120 Industrial Drive Suite 1, Spearfish, SD 57783 (the "State") and Gaming Laboratories International LLC, 600 Airport Road, Lakewood, New Jersey, 08701, (the "Consultant").

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

1. The Consultant will perform the following services:

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

- A. Professional consulting fees are not charged for the first ten (10) hours of consulting During the contract period, and then \$175.00 per hour after the first ten (10) hours
 - B. Regular device testing time: \$175.00 per hour
 - C. Telephone consulting is free of charge
 - D. Random Number Generator testing minimum of \$5,000.00 per RNG
2. The consultant's services under this Agreement shall commence on July 1, 2026, and end on June 30, 2027, unless sooner terminated pursuant to the terms hereof.
 3. The Consultant will not use State equipment, supplies, or facilities. The Consultant's Employer Identification Number is 26-1938391.
 4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$40,000.00. The state will not pay Consultant's travel expense as a separate item. Payment will be made pursuant to itemized invoices.
 5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as a result of performing services hereunder. This section does not require the consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the States, its officers, agents, or employees.
 6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

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

B. Automobile Liability Insurance:

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

C. Worker's Compensation Insurance:

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

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

7. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
8. Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Consultant or the State to liability Consultant shall report any such event to the State immediately upon discovery.

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

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

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

unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit court, Sixth Judicial Circuit, Hughes County, South Dakota.
13. The Consultant will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts, requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements, and will adopt such review and inspection procedures as are necessary to assure such compliance.
15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Executive Secretary, South Dakota Commission on Gaming, on behalf of the State, and by James R. Maida, President, Gaming Laboratories International, on behalf of the Consultant, or such *authorized* designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first-class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of the Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
18. CERTIFICATION OF NO STATE LEGISLATOR INTEREST: Consultant (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year

thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

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

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

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

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

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

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

State

Consultant

By: _____

By: _____

Date: _____

Date: _____

Mark Heltzel
Executive Secretary
South Dakota Commission on Gaming

James R. Maida
President
Gaming Laboratories International, LLC

By: _____

Date: _____

Mike Houdyshell
Secretary
Department of Revenue

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

**2026
Fort Pierre, SD
Horse Racing
Condition Book &
Track Rules**

Saturday, October 3

Post Time 1:00 PM

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

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

Entry Contact Info

Melissa Cross - (605) 280-1767

or (605) 295-4878

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

A \$500 Jockey Bonus will be available for all Riders who have met the eligibility requirements at the conclusion of the 2026 VBA Race Meet.

The SD Commission on Gaming will be available to begin providing various racing licenses that are required to participate in this race meet on October 2nd at 8:30 a.m. CST at the Expo Center Meeting Room.

You **must** have your 2025 SD License in hand to be eligible for a 2026 license renewal or else it will be treated as a new application.

*Additional rules and modifications to existing VBA rules may be added to final copy of the 2026 VBA Condition Book at the discretion of the Executive Secretary of the SD Commission on Gaming.

*The Verendrye
Benevolent Association
would like to*



*for helping make the
horse races a success
every year.*

Verendrye Benevolent Association Track Rules for 2026

1. Only horses which have successfully completed at least one race within the last year at a recognized Track or successfully completed two (2) timed works within the last six months either or both of which must be recorded on Equibase, will be eligible to enter races offered at this race meet.
2. All horses competing at this race meet must be identified accurately by whichever means is deemed necessary by the Track Identifier before saddling in the paddock area. Any horse which is not readily identifiable will not be allowed to compete at this race meet. Final discretion in these matters will be offered by the Track Identifier after consultation with the Stewards.
3. All races in this condition book will be written for a weight of 128 pounds unless otherwise specified or stated.
4. All races offered will be with SD Bred Preference unless otherwise specified in the Race Conditions. Certain races will be offered with High Weights as a secondary factor in determining eligibility and will be clarified in the Race Conditions. Accumulated earnings in specified year(s) in condition will be considered when determining High Weight Preference.
5. No horse will be allowed to compete more than one time within a 48 hour time period during this race meet.
6. Stalls available to all horses upon arrival at the Stanley County Fairgrounds beginning September 28th, 2026. Stall assignments will be offered in a cooperative manner under the discretion of the Stall Manager after presentation of a current and legitimate Certificate of Vet Inspection and Coggins. No stall fee will be assessed but rather a **\$50 entrance fee will be assessed to all competing horses and paid to the VBA General either by cash or bankable check and presented to the VBA Bookkeeper. The Entrance Fee Cannot be combined in payment with Jock Mount of Other Fees.**
7. Nomination Fees and Pass The Box Fees are Due at Time Of Entry and need to be paid to the VBA Bookkeeper.
8. It is strongly recommended by the SD State Veterinarian and the Track Veterinarians that all horses be vaccinated for infectious diseases, specifically Equine Herpes Virus. All horses entering the Stanley County Fairgrounds must be accompanied by a Certificate of Vet Inspection (CVI) from a licensed and accredited Veterinarian. Proof of a negative Coggins Test within the last twelve months and other relevant and important information must be listed on the CVI. An import permit number from the SD Animal Industry Board is required if a horse is entering a state with active cases of Vesicular Stomatitis. The CVI must be current and issued within the last 10 Days of entry into the Stanley County Fairgrounds. All CVI's will be checked at the barn area by VBA Personnel that have received the proper training from our Track Veterinarians in this area. No horses will be allowed to unload until this process has been completed. If an inspection is needed you may contact our Track Veterinarian, Murray Kettler at (605)222-0456 and arrange an appointment or contact the Veterinarian of your choice. Horses will be allowed admittance to the Stanley County Fairgrounds on Tuesday, September 28th, 2026.

Verendrye Benevolent Association Track Rules (continued)

9. VBA will take entries for Saturday, October 3rd on Tuesday, September 29th. Entries will be taken between the hours of 9:00 AM and 12:00 PM CST. Entries may be submitted by contacting Melissa Cross at (605)280-1767. The VBA is requesting that an electronic photo of an entry registration document be submitted via text message to Melissa. We understand that this is not an option for all but do believe it may provide a bit of clarification in the entry process. ALL Papers for competing horses MUST be in the Racing Office no later than 12:00 PM CST on the day the horse is scheduled to compete. Failure to do so may result in a Scratch. VBA Officials will be present to begin receiving registration papers on Monday, September 28th, 2026 at 10:00 AM CST. Prior to entry, all digital certificates are required to be assigned to: Fort Pierre Race Track.

10. Officials of this VBA hosted race meet reserve the right to delay, postpone, modify or cancel any or all races which they deem necessary in order to preserve the safety of all involved due to adverse conditions. If overnight "scratches" result in a field of four (4) or less equine participants then in all likelihood that entire race will be cancelled.

11. The decisions of the Racing Stewards, in all related matters, are final, while entries are accepted only on the condition that all individuals entering/starting a horse in a race agree to abide by the decisions of the Racing Stewards.

12. Any change in horse ownership within 48 hours of entries must be approved by the Track Stewards.

13. Claiming Races. For a claim to be viable it must be placed in the Claim Box prior to the first horse with a rider aboard leaving the paddock area and entering the race track for the race in which the claim is being made. Funds to claim a horse MUST be Cash, Cashiers Check or Certified Check. These funds MUST be deposited into the Owners Account that specifically and identically matches the name on the claim card.

14. All wins of all races will be recorded by the Racing Secretary on the registration papers of race winning equine participants.

15. All Exercise Riders, Jockeys and Outriders must obtain a current 2026 SD Racing License before entering the race track. All Exercise Riders, Jockeys, Outriders, Gate Crew, Owners, Trainers, Grooms, Pari Mutual Workers, and Track Officials are required to obtain a current 2026 SD Racing License to be in compliance with SDCG and VBA Track Rules. You must have your 2025 SD Racing License in order to be eligible for renewal in 2026 or it will be treated as a new application.

16. All Exercise Riders and Jockeys MUST Wear Flack Jackets and Helmets while performing on the race track in any capacity.

Fort Pierre

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

*SD Bred QH Futurity
Quarter Horse Futurity
Certified South Dakota Bred*

FIRST RACE

1

Purse \$16,500-Estimated. For Certified SD Bred Two Year Olds that Paid \$500 Nomination Fee Due at Time of Entry. Purse Includes \$12,500 from SD Bred Fund and 100% of Nomination Fees. Weight..... 128 lbs.

SD

TWO HUNDRED AND FIFTY YARDS

Thoroughbred Maiden Allowance

SECOND RACE

2

Purse \$5,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Maidens, Three Years Old and Upward.

Three Year Olds. 128 lbs. Older. 128 lbs.

FIVE FURLONGS

*VBA Open QH Futurity
Quarter Horse Futurity*

THIRD RACE

3

Purse \$15,000-Estimated. (Includes \$3,000 from SD Commission on Gaming Revolving Fund) (Includes \$2,000 from Verendrye Benevolent Association) For Two Year olds that Paid \$1,250 Nomination Fee Due At Time Of Entry. Purse Includes 100% of Nomination Fees. Weight..... 128 lbs.

TWO HUNDRED AND FIFTY YARDS

Thoroughbred Claiming

FOURTH RACE

4

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

Three Year Olds. 128 lbs. Older. 128 lbs.

CLAIMING PRICE \$5,000

FIVE FURLONGS

Quarter Horse Allowance

FIFTH RACE

5

Purse \$8,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.

Three Year Olds. 128 lbs. Older. 128 lbs.

TWO HUNDRED AND FIFTY YARDS

Fort Pierre Mile

Thoroughbred Allowance

SIXTH RACE

6

Purse \$10,500. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$6,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.

Three Year Olds. 128 lbs. Older. 128 lbs.

ABOUT ONE MILE

Governor's Feature

Thoroughbred Allowance

SEVENTH RACE

7

Purse \$8,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.

Three Year Olds. 128 lbs. Older. 128 lbs.

SIX AND ONE HALF FURLONGS

Fort Pierre

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

*Thoroughbred Allowance***SUBSTITUTE RACE NO 1**

S1 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward NW2L.
 Three Year Olds 128 lbs. Older 128 lbs.

FIVE FURLONGS*Thoroughbred Allowance***SUBSTITUTE RACE NO 2**

S2 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward NonWinners in 2026.
 Three Year Olds 128 lbs. Older 128 lbs.

FIVE FURLONGS*Thoroughbred Claiming***SUBSTITUTE RACE NO 3**

S3 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs. Older 128 lbs.
CLAIMING PRICE \$7,500

FIVE FURLONGS*Thoroughbred Allowance
Fillies & Mares***SUBSTITUTE RACE NO 4**

S4 Purse \$8,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Fillies And Mares Three Years Old and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.
 Three Year Olds 128 lbs. Older 128 lbs.

FIVE FURLONGS*Thoroughbred Claiming***SUBSTITUTE RACE NO 5**

S5 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs. Older 128 lbs.
CLAIMING PRICE \$2,500

FIVE FURLONGS*VBA Open QH Derby
Quarter Horse Derby***SUBSTITUTE RACE NO 6**

S6 Purse \$10,000-Estimated. (Includes 100% from Nominations) (Includes \$2,000 from Verendrye Benevolent Association) \$1,000 Nomination Fee Due at Time of Entry.

TWO HUNDRED AND FIFTY YARDS*SD Bred QH Derby
Quarter Horse Derby
Certified South Dakota Bred***SUBSTITUTE RACE NO 7**

S7 Purse \$10,000-Estimated. \$500 Nomination Fee Due at Time of Entry. Purse Includes \$6,000 From SD Bred Fund and 100% of Nomination Fees. Weight.....128 lbs.

SD**TWO HUNDRED AND FIFTY YARDS**

SOUTH DAKOTA COMMISSION ON GAMING

RULES

Copies of the South Dakota Commission on Gaming racing rules may be requested at any time by calling (605) 578-3074 or emailing mark.heltzel@state.sd.us or they can also be found on our website at:

<https://dor.sd.gov/business/gaming/sd-commission-on-gaming.commission-on-gaming>

Copies of the Association of Racing Commissioners International (ARCI), ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December, 2020 and Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version 19.1 dated December, 2025 from the ARCI website at www.arci.com free of charge.

Copies of the South Dakota Commission on Gaming rules and regulations for horse racing, ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December 2020 and Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule version 19.1 dated December, 2025 will be available starting October 2, 2025 at the South Dakota Commission on Gaming Licensing and Stewards office located at the in the Stanley County Expo Center at the Stanley county fairgrounds.

The following rules regarding medications and penalties were amended or added in June of 2026 and will become effective in August / September of 2026:

20:04:27:12. Penalty for medication violations. If a urine, saliva, or blood specimen taken under the supervision of the commission veterinarian from a horse entered in a race, is analyzed by the official chemist and indicates the presence of a drug, chemical, medicine, analgesic, or injectable, which is not specifically authorized by these rules or is authorized but detected at a threshold in excess of the thresholds stated in the Association of Racing Commissioners International Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December, 2020, or the Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version 19.1 dated December, 2025, any of the following penalties may be imposed:

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

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

Source: 5 SDR 87, effective April 15, 1979; 6 SDR 77, effective February 3, 1980; 7 SDR 70, effective January 27, 1981; 8 SDR 94, effective February 14, 1982; transferred from § 20:04:05:20, 9 SDR 122, effective March 31, 1983; 11 SDR 177, effective July 2, 1985; 12 SDR 108, effective January 8, 1986; 12 SDR 151, 12 SDR 155, effective July 1, 1986; 17 SDR 113, effective February 5, 1991; 23 SDR 126, effective February 13, 1997; 33 SDR 63, effective October 18, 2006; 38 SDR 101, effective December 5, 2011; 43 SDR 150, effective June 1, 2017; 49 SDR 9, effective August 9, 2022; 50 SDR 15, effective August 13, 2023; 51 SDR 16, effective August 18, 2024.

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

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

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

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

Source: 50 SDR 15, effective August 13, 2023; 51 SDR 16, effective August 18, 2024.

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

Law Implemented: SDCL 42-7-47.

Reference: Association of Racing Commissioners International (ARCI), ARCI Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December, 2020. A copy may be obtained from the ARCI website at www.arci.com free of charge.

20:04:27:14. Restrictions on use of authorized medications. Therapeutic medications authorized by the Association of Racing Commissioners International Controlled Therapeutic Medication Schedule for Horses Version 4.2.1 dated December, 2020, and the Uniform Clarification Guidelines for Foreign Substances and Recommended Penalties Model Rule Version 19.1 dated December, 2025, may only be used under the following conditions:

- (1.) Only a licensed veterinarian may administer a medication in injectable form;
- (2.) A trainer may administer a medication other than with an injection if a veterinarian licensed by this state or another racing jurisdiction has prescribed or approved the use of the medication;
- (3.) Medications, except furosemide and phenylbutazone, may not be administered to a horse on the day the horse is scheduled to run;
- (4.) A veterinarian administering furosemide shall submit a written report to the commission veterinarian or the state steward on forms provided by the commission. The use of furosemide or phenylbutazone must be declared at the time of entry. Failure to submit the report may subject the veterinarian and the trainer of the horse involved to disciplinary actions by the stewards or the commission;

- (5.) A horse may be tested if it is noted on the veterinarian list as using an authorized medication but is suspected to be racing without that medication. If a urine or blood sample from the horse fails to disclose the presence of furosemide or phenylbutazone, the horse and its trainer may be subject to disciplinary actions by the stewards or the commission;
- (6.) For a horse being shipped into a licensed track in this state, a report from a licensed veterinarian of another racing jurisdiction certifying that the horse has been treated with an authorized medication in accordance with the provisions of this section may be accepted by the stewards. The report must be filed with the presiding steward or the commission veterinarian before 10:00 a.m. on the day of the race; and
- (7.) Notice of use of furosemide or phenylbutazone must be given to the public.

Source: 4 SDR 85, effective June 15, 1978; 5 SDR 87, effective April 15, 1979; 6 SDR 77, effective February 3, 1980; transferred from § 20:04:05:37, 9 SDR 122, effective March 31, 1983; 12 SDR 151, 12 SDR 155, effective July 1, 1986; 16 SDR 129, effective February 4, 1990; 17 SDR 113, effective February 5, 1991; 21 SDR 98, effective November 30, 1994; 37 SDR 70, effective October 20, 2010; 43 SDR 150, effective June 1, 2017; 49 SDR 9, effective August 9, 2022; 50 SDR 15, effective August 13, 2023; 51 SDR 16, effective August 18, 2024.

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

Law Implemented: SDCL 42-7-47.

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

ARCI Controlled Therapeutic Medication Schedule for Horses - Version 4.2.1

Revised – December, 2020

| Controlled Therapeutic Medication | Threshold | Withdrawal Guideline | Dosing Specifications | Reference Notes | Note |
|--|---|----------------------|---|--|---|
| Acepromazine | 10 nanograms per milliliter as 2-(1-hydroxyethyl) promazine sulfoxide (HEPS) in urine | 48 hours | Single intravenous dose of acepromazine at 0.05 milligrams per kilogram | University of California at Davis project | Applicable analyte is metabolite HEPS |
| Albuterol | 1 nanogram per milliliter of urine ¹ | 72 hours | 720 micrograms total dose intra-nasal only ² . Based upon dosing up to 4 times per day | European Horseracing Scientific Liaison Committee Data | See Endnote |
| Betamethasone Harness Raceh Only. | 10 picograms per milliliter of plasma or serum SEE NOTE BELOW | 7 days | Intra-articular administration of 9 milligrams of Betamethasone Sodium Phosphate and Betamethasone Acetate Injectable Suspension, USP (American Reagent product #0517-0720-01) ³ | RMTC study | Intra-articular dosing only - applicable analyte is betamethasone in plasma or serum |
| Butorphanol | 300 nanograms per milliliter of total butorphanol in urine or 2 nanograms of free butorphanol per milliliter of plasma or serum | 48 hours | Single intravenous dose of butorphanol as Torbugesic® (butorphanol tartrate) at 0.1 milligrams per kilogram | <i>Journal of Veterinary Pharmacology and Therapeutics</i> doi: 10.1111/j.1365-2885.2012.01385.x | Applicable analytes are total butorphanol (drug and conjugates) in urine and butorphanol in plasma (the drug itself, not any conjugate) |

¹ For Quarter Horses: Level of Detection in any permitted biological sample.

² Administration of albuterol by any means other than intra-nasally has a high likelihood in resulting in a positive finding. This specifically includes oral administration. Trainers and veterinarians are cautioned against using oral albuterol.

³ Intramuscular administration of betamethasone acetate will result in plasma or serum concentrations that will exceed the Regulatory Threshold for weeks or even months, making the horse ineligible to race for an extended period.

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2.1, December 2020

| Controlled Therapeutic Medication | Threshold | Withdrawal Guideline | Dosing Specifications | Reference Notes | Note |
|---|---|---|---|---|---|
| Cetirizine | 6 nanograms per milliliter of plasma or serum | 48 hours | 0.4 milligrams per kilogram twice daily for 5 doses | Kentucky Equine Drug Research Council/University of California at Davis study | Do not administer ivermectin within 48 hours of a race if the horse has been administered cetirizine. |
| Cimetidine | 400 nanograms per milliliter of plasma or serum | 24 hours | 20 milligrams per kilogram twice daily for 7 doses | Kentucky Equine Drug Research Council/University of California at Davis study | |
| Clenbuterol (Prohibited in Quarter Horse and Thoroughbred Race Horses) | 140 picograms per milliliter of urine or Level of Detection in plasma or serum ⁴ | Flat Racing 28 days Harness 14 days ⁵ | Oral administration of clenbuterol as Ventipulmin [®] syrup (Boehringer-Ingelheim Vetmedica Inc, NADA 140-973) at 0.8 mcg/kg twice a day | University of California at Davis; Boehringer-Ingelheim Vetmedica, Inc. | Applicable analyte is clenbuterol |
| Dantrolene | 100 picograms per milliliter of 5-hydroxydantrolene in plasma or serum | 48 hours | Oral administration of 500 milligrams of dantrolene as paste (compounding pharmacy) or capsule formulation (Proctor and Gamble) | <i>Journal of Veterinary Pharmacology and Therapeutics</i> 34, 238–246 | |
| Detomidine | 2 nanograms per milliliter of carboxydetomidine in urine or 1 nanogram per milliliter of detomidine in blood. | 48 hours | 5 mg IV (once) | <i>KY EDRC, UC Davis/UF Study.</i> | Dormosedan [™] used in study. |

⁴For Quarter Horses or Thoroughbreds: Level of Detection in any permitted biological sample.

⁵Clenbuterol is a prohibited substance in Quarter Horses and other breeds racing with Quarter Horses; there is no applicable withdrawal guideline for such horses.

| Controlled Therapeutic Medication | Threshold | Withdrawal Guideline | Dosing Specifications | Reference Notes | Note |
|---|--|----------------------|--|--|--|
| Dexamethasone <u>Harness Racing Only.</u> | 5 picograms per milliliter of plasma or serum SEE NOTE BELOW | 72 hours | Intramuscular and intravenous administration of dexamethasone sodium phosphate or oral administration of dexamethasone at 0.05 milligrams per kilogram regardless of route | RMTC study | Applicable analyte is dexamethasone in plasma or serum |
| Dimethyl sulfoxide (DMSO) | 10 micrograms per milliliter of plasma or serum | 48 hours | Intravenous | ARCI model rule | Applicable analyte is DMSO in plasma or serum |
| Furosemide | 100 nanogram per milliliter of plasma or serum | 4 hours | Single Intravenous dose of furosemide up to 500 milligram ^e | ARCI model rule | Must also have urine specific gravity < 1.010 for a violation. |
| Glycopyrrrolate | 3 picograms per milliliter plasma or serum | 48 hours | Single intravenous dose of 1 milligram of glycopyrrrolate as Glycopyrrrolate Injection, USP (American Regent product # 0517-4601-25) | RMTC study, <i>Journal of Veterinary Pharmacology and Therapeutics</i> doi: 10.1111/j.1365-2885.2011.01272.x | Applicable analyte is glycopyrrrolate in plasma or serum |

| Controlled Therapeutic Medication | Threshold | Withdrawal Guideline | Dosing Specifications | Reference Notes | Note |
|---|---|----------------------|---|--|--|
| Guaifenesin | 12 nanograms per milliliter of plasma or serum | 48 hours | 2 grams twice daily for 5 doses | Kentucky Equine Drug Research Council/University of California at Davis study | |
| Isoflupredone Harness Racing Only. | 100 picograms per milliliter of plasma or serum SEE NOTE BELOW | 7 days | 10 milligrams total dose subcutaneous or 20 milligrams total dose in one articular space | RMTC Study | |
| Lidocaine | 20 picograms per milliliter of total 30H-lidocaine in plasma or serum | 72 hours | 200 milligrams of lidocaine as its hydrochloride salt administered subcutaneously | European Horseracing Scientific Liaison Committee data; Iowa State University study. | Applies to total major hydroxylated metabolite (i.e., includes conjugates) |
| Mepivacaine | 10 nanograms total hydroxymepivacaine per milliliter of urine or above Level of Detection of mepivacaine in plasma or serum | 72 hours | Single 0.07 milligrams per kilogram subcutaneous dose of mepivacaine | European Horseracing Scientific Liaison Committee data | |
| Methocarbamol | 1 nanogram per milliliter of plasma or serum | 48 hours | Single intravenous dose of 15 milligrams per kilogram methocarbamol as Robaxin® or 5 grams orally | <i>Journal of Veterinary Pharmacology and Therapeutics</i> doi: 10.1111/jvp.12068 | Applicable analyte is methocarbamol in plasma or serum |

| Controlled Therapeutic Medication | Threshold | Withdrawal Guideline | Dosing Specifications | Reference Notes | Note |
|---|---|---------------------------|---|--|--|
| Methylprednisolone | 100 picograms per milliliter of plasma or serum | See Dosing Specifications | Total dose of methylprednisolone acetate suspension in one articular space ⁷ . The recommended withdrawal for methylprednisolone acetate is a minimum of 21 days at a 100 milligram dose | <i>Journal of Veterinary Pharmacology and Therapeutics</i> volume 37, Issue 2, pages 125-132, April 2014 | Applicable analyte is methylprednisolone |
| Omeprazole | omeprazole sulfide - 10 nanograms per milliliter of plasma or serum | 24 hours | Orally (2.2 grams) once daily for 4 doses | Kentucky Equine Drug Research Council/University of California at Davis study | GastroGuard™ used in the study |
| Prednisolone <u>Harness Racing Only.</u> | 1 nanogram per milliliter of plasma or serum SEE NOTE BELOW | 48 hours | 1 milligram per kilogram orally | | Applicable analyte is prednisolone in plasma or serum |
| Procaine penicillin <i>(administration must be reported to Commission)</i> | 25 nanograms per milliliter of plasma or serum | Following entry to race | Intramuscular | RMTC – reference notes online | Mandatory surveillance of horse at owner's expense 6 hours before racing |

⁷Intramuscular administration of methylprednisolone acetate will result in plasma or serum concentrations that will exceed the Regulatory Threshold for weeks or even months, making the horse ineligible to race for an extended period. Please see Dosing Specifications for recommended withdrawal time.

| Controlled Therapeutic Medication | Threshold | Withdrawal Guideline | Dosing Specifications | Reference Notes | Note |
|---|--|----------------------|---|---|--|
| Ranitidine | 40 nanograms per milliliter of plasma or serum | 24 hours | 8 milligrams per kilogram twice daily for 7 doses | Kentucky Equine Drug Research Council/University of California at Davis study | |
| Triamcinolone acetonide <u>Harness Racing Only</u> | 100 picograms per milliliter of plasma or serum SEE NOTE BELOW | 7 days | Total dose of 9 milligram in one articular space ⁸ | <i>Equine Veterinary Journal</i> , 10.1111/evj.12059 (2013) | Applicable analyte is triamcinolone acetonide in plasma or serum |
| Xylazine | 200 picograms per milliliter of plasma or serum | 48 hours | 200 milligrams intravenously | University of California at Davis study | Applicable analyte is xylazine. |

NOTE: The thresholds and withdrawal guidance for corticosteroids other than methylprednisolone do not apply to flat and jump racing which have a mandatory stand down period of 14 days following intra-articular injections and a prohibition on stacking pursuant to ARCI 011-020(F).

⁸ Intramuscular administration of triamcinolone acetonide will result in plasma or serum concentrations that will exceed the Regulatory Threshold for weeks or even months, making the horse ineligible to race for an extended period.

Non-Steroidal Anti-Inflammatory Drug (NSAID) Rules for Horses^{††}

| Controlled Therapeutic Medication | Threshold (Primary) | Restricted Administration Time | Dosing Specifications | Reference Notes |
|-----------------------------------|--|--------------------------------|---|---|
| Flunixin | 5.0 nanogram per milliliter of plasma or serum | 48 hours | Single intravenous dose of flunixin as Banamine [®] (flunixin meglumine) at 1.1 milligram per kilogram | University of California at Davis/RMTC study |
| Ketoprofen | 2.0 nanograms per milliliter of plasma or serum | 48 hours | Single intravenous dose of ketoprofen as Ketofen [®] at 2.2 milligrams per kilogram | HPL Sport Sciences/ Kentucky Equine Drug and Research Council/RMTC study/University of California Davis/RMTC. |
| Phenylbutazone | 0.3 micrograms per milliliter of plasma or serum | 48 hours | Single intravenous dose of phenylbutazone at 4.0 milligrams per kilogram | University of California Davis/RMTC study. |

^{††} Samples collected may contain one of the NSAIDs in this chart at a concentration up to the Primary Threshold. The detection of one or more additional NSAIDs in blood and/or urine constitutes a stacking violation in addition to the violation associated with the detection of each additional NSAID.

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

Recent Document Revisions

| Date | Version | Substance | Notes |
|--------|---------|---|---|
| 19-Dec | 4.2 | Betamethasone, Dexamethasone, Isoflupredone, Prednisolone, Triamcinolone acetonide. | Threshold and withdrawal guidance eliminated for flat and jump races; thresholds and withdrawal times apply only to harness racing. Fourteen day (14) stand down on interarticular injections referenced in Note. |
| 19-Dec | 4.2 | Phenylbutazone | Threshold lowered to 0.3 micrograms per milliliter plasma/serum; 48-hour restricted administration time; Elimination of secondary threshold; Footnote on stacking modified. |
| 19-Dec | 4.2 | Ketoprofen | 48-hour restricted administration time; Elimination of secondary threshold; Footnote on stacking modified. |
| 19-Dec | 4.2 | Flunixin | Threshold lowered to 5.0 ng/ml; 48-hour restricted administration time; Elimination of secondary threshold; Footnote on stacking modified. |
| 19-Dec | 4.2 | Diclofenac and Firocoxib | Eliminated from CTS schedule; Policy reverts to level of detection if found. |
| 19-Jan | 4.1 | Albuterol | Added footnote establishing Albuterol as a prohibited substance in Quarter Horses with no applicable withdrawal guideline for Quarter Horses or breeds racing with Quarter Horses. |
| 17-Apr | 4 | Clenbuterol | Added footnotes establishing Clenbuterol as a prohibited substance in Quarter Horses with no applicable withdrawal guideline for Quarter Horses or breeds racing with Quarter Horses. |
| 17-Apr | 4 | Whole document | Re-numbered footnotes throughout document to make them continuous |
| 16-Dec | 3.2 | Omeprazole | Clarified threshold for omeprazole sulfide. |
| 16-Sep | 3.1 | Detomidine | Amended threshold and dosing specifications. |
| 16-Mar | 3 | Omeprazole | Amended threshold and dosing specifications |
| 16-Mar | 3 | Xylazine | Amended threshold and dosing specifications |
| 16-Mar | 3 | Guaifenesin | Added as New Substance to Controlled Therapeutic Medication Schedule |
| 16-Mar | 3 | Cetirizine | Added as New Substance to Controlled Therapeutic Medication Schedule |
| 16-Mar | 3 | Ranitidine | Added as New Substance to Controlled Therapeutic Medication Schedule |
| 16-Mar | 3 | Cimetidine | Added as New Substance to Controlled Therapeutic Medication Schedule |
| 15-Apr | 2.02 | Methylprednisolone | Directed readers to use Dosing Specification column for recommended withdrawal guideline. |
| 15-Apr | 2.02 | Furosemide | Added clarifying language to Furosemide reflecting ARCI-011 - 020(F)(2)(d) and ARCI-025- |

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

| | | | |
|--------|------|--------------------------------------|--|
| 14-Apr | 2.01 | Methocarbamol | Corrected dosage from 0.15 milligrams per kilogram to 15 milligrams per kilogram |
| 14-Apr | 2 | Dimethyl sulfoxide (DMSO) | Removed "oral" from dosing specifications |
| 14-Apr | 2 | Xylazine | Changed Note section from "Applies to xylazine and xylazine metabolite" to "Applies to analyte xylazine" |
| Apr-14 | 2 | Isoflupredone | Added Isoflupredone as New Substance to Controlled Therapeutic Medication Schedule |
| Apr-14 | 2 | Albuterol | Added Albuterol as New Substance to Controlled Therapeutic Medication Schedule |
| Apr-14 | 2 | Flunixin, Ketoprofen, Phenylbutazone | Added Secondary/ Anti-Stacking Threshold |
| Apr-14 | 2 | Flunixin, Ketoprofen, Phenylbutazone | Created separate section for Non-Steroidal Anti-Inflammatory Drugs at end of Controlled Therapeutic Medication Schedule, Relocated Flunixin, Ketoprofen, and Phenylbutazone to new section |
| Apr-14 | 2 | <All Substances> | Changed Table Header from "No Pre-Race Treatment Within" to "Withdrawal Guideline" |
| Apr-13 | 1 | <All Substances> | Original Controlled Therapeutic Medication Schedule Adopted by ARCI Board of Directors |

ARCI

Controlled Therapeutic Medications Schedule

Ver. 4.2, December 2020

2026 Fort Pierre Horse Racing Officials

General Manager: Shane Kramme
PO Box 426
Ft. Pierre, SD 57532
(605) 280-0213

Assistant Manager: Scott Hoyt
Harrold, SD
(605) 220-1546

Racing Secretary: Melissa Cross
Pierre, SD
(605) 295-4878

Presiding Steward: Larry Eliason
Pierre, SD

State Steward: Brandon Snyder
Spearfish, SD

Track Steward: James Pettie
Bottineau, ND

Starter: Shane Kramme

Entries: Melissa Cross
(605) 295-4878
(605) 280-1767


Verendrye Benevolent Association
PO Box 426
Ft. Pierre, SD 57532

VERENDRYE BENEVOLENT ASSOCIATION
PO BOX 426
FORT PIERRE, SD 57532

May 20th, 2026

The Verendrye Benevolent Association (VBA) formally submits our 2026 Funding Request to the SD Commission on Gaming in good faith and sincerity. All funding requested and possibly received will be utilized in cooperation with funding put forth by the VBA to provide purse structure as specified for incentive at our 78th year of VBA – Fort Pierre Horse Racing at the Stanley County Fairgrounds on October 3rd, 2026. The VBA is working diligently to provide a safe and well managed live racing event for all that are involved and impacted by our efforts. We are cautiously optimistic about the future of SD Horse Racing and we would like to thank the SD Commission on gaming and Secretary Heltzel for their diligence and considerations in these matters.

Sincerely,



Shane Kramme
VBA General Manager
Vice President

VERENDRYE BENEVOLENT ASSOCIATION
PO BOX 426
FORT PIERRE, SD 57532
Track Operations Budget

| | |
|--|--------------------|
| <u>Insurance</u> | |
| Jockey Insurance - | \$14,900.00 |
| Exercise Rider - | \$ 1,800.00 |
| Events Cancellation - | \$ 780.00 |
| General Liability - | \$ 2,171.58 |
| <u>Labor</u> | |
| Track Management - | \$ 1,000.00 |
| Racing Secretary - | \$ 3,000.00 |
| Horsemen's Book Keeper - | \$ 4,000.00 |
| Accounts Manager - | \$ 4,000.00 |
| Money Manager - | \$ 300.00 |
| Stall Manager - | \$ 500.00 |
| Identifier - | \$ 300.00 |
| Starter and Gate Crew (10) - | \$ 2,500.00 |
| Clerk of Scales - | \$ 300.00 |
| Outriders (2) - | \$ 500.00 |
| Track Veterinarian - | \$ 500.00 |
| Track Announcer (2) - | \$ 600.00 |
| Track Steward - | \$ 500.00 |
| Parimutuel Manager - | \$ 500.00 |
| Money Room Manager - | \$ 500.00 |
| Parimutuel Tellers (10) - | \$ 2,500.00 |
| Program Sales - | \$ 200.00 |
| Admission Sales - | \$ 200.00 |
| Janitorial - | \$ 200.00 |
| <u>Services</u> | |
| Timer, Tote and Video - | \$ 5,200.00 |
| Ambulance Standby - | \$ 750.00 |
| Racing Entry Support - | \$ 1,000.00 |
| Condition Book Production (50) | \$ 300.00 |
| Racing Program Production (500) - | \$ 2,000.00 |
| <u>Security</u> | |
| Money Room - | \$ 350.00 |
| Paddock - | \$ 150.00 |
| Backside - | \$ 250.00 |
| <u>Rentals and Lease</u> | |
| Stanley County Fairgrounds - | \$ 3,000.00 |
| Expo Center Meeting Room - | \$ 200.00 |
| Copier - | \$ 150.00 |
| Total VBA-FPHR Track Operations Expense - | \$55,101.58 |
| Total amount requested from SD Revolving Fund - | None |

**Verendrye Benevolent Association
2026 Fort Pierre Horse Racing funding Request**

The Verendrye Benevolent Association formally requests that \$24,000 be drawn from the **SD Race Revolving Fund** and allocated to the VBA.

These requested funds will be deposited in the VBA Horsemen's Fund and utilized as guaranteed purse structure for "Open" races at 2026 VBA-FPHR. Any unused funding will be returned to the SDCG so it can be returned to the SD Race Revolving Fund for later requisition.

Total request amount: \$24,000.00

**Verendrye Benevolent Association
2026 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$18,500.00 be drawn from the South Dakota Bred Fund and allocated to the VBA. Once received, these funds will be deposited in the VBA Horsemen's Account and will be utilized as guaranteed purse structure to conduct specific SD Bred races at 2026 VBA-FPHR. These intended races include the SD Bred QH Futurity (\$12,500.00) and the SD Bred QH Derby (\$6,000.00). In the event that only one of these proposed races became viable, we kindly ask for the flexibility to increase the purse amount of the Derby to \$12,500.00 by adding an additional \$6,500.00 of unused Futurity funds to the purse structure. In the event that neither of these proposed races became viable, any and all unused funding will be returned to the SDCG so it can be returned to the SD Bred Fund for later requisition.

Total request amount: \$18,500.00

**VERENDRYE BENEVOLENT ASSOCIATION
2026 Fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that \$1,000.00 from the **SD Bred Fund** be earmarked as available funding for compensation to qualified owners of certified SD Bred horses which have successfully competed in an "Open" race at 2026 VBA-FPHR. These reimbursements will be calculated through the SD Bred Points System. We formally request that an additional \$1,000.00 from the **SD Bred Fund** be earmarked to compensate qualified Breeders of certified SD Bred horses as 5% of total purse earnings acquired by winning a specific SD Bred race at 2026 VBA-FPHR.

Total amount to be earmarked: \$2,000.00

VERENDRYE BENEVOLENT ASSOCIATION
2026 Fort Pierre Horse Racing

The Verendrye Benevolent Association formally requests that in the event that only one of the proposed SD Bred QH races became viable that \$3,000.00 of the unused SD Bred Funding become available to be used as purse structure for "Open" races as allowed as 25% of total utilized funding for specific SD Bred races. These are not additional requested funds beyond the originally requested \$18,500.00 for specific SD Bred races but rather a request for consideration of a shift in allowed usage.

**VERENDRYE BENEVOLENT ASSOCIATION
2026 fort Pierre Horse Racing Funding Request**

The Verendrye Benevolent Association formally requests that a \$500.00 Jockey bonus be paid to each qualifying jockey that successfully completes the requirements of the Jockey Bonus Incentive Program set forth by the Presiding Steward at 2026 VBA-FPHR. The Presiding Steward shall prepare a final list of eligible recipients, which shall be presented to the VBA as verification for reimbursement at the conclusion of the live racing event with requested funds derived from the **SD Race Revolving Fund**.

**VERENDRYE BENEVOLENT ASSOCIATION
2026 Fort Pierre Horse Racing Funding Request Totals**

SD Race Revolving Fund:

| | |
|---|---------------------------|
| Track Operations Expense- | \$0 |
| “Open” race purse structure- | \$24,000.00 |
| Total amount of funding requested from the SD Race Revolving Fund: | <u>\$24,000.00</u> |

SD Bred Fund:

| | |
|--|--------------------|
| Specific SD Bred race purse structure (2 races). with the option to utilize as described for “Open” races- | \$18,500.00 |
| Total amount of funding requested from the SD Bred Fund: | \$18,500.00 |

LEASE AND AGREEMENT

THIS INDENTURE made this 18th day of May, 2026, by and between **Stanley County**, a governmental subdivision of the State of South Dakota, party of the first part, hereinafter referred to as the "Lessor," and the **Verendrye Benevolent Association**, a non-profit organization, organized under the statutes of the State of South Dakota, party of the second part, and hereinafter referred to as the "Lessee."

WITNESSETH:

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

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

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

The Lessee shall have and hold the above premises for and during the full term of **September 28, 2026 through October 5, 2026 (8 days)**.

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

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the Lessee shall have the authority and privilege to sublet the above premises, for stalls, electrical hook-ups, or any part thereof, without the consent of the Lessor for a period up to 8 days (September 28-October 5, 2026). Any sublease exceeding 8 days must be approved by the Lessor.

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

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

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee shall maintain the grounds and provide such repairs as may be necessary to keep the grounds and facilities in a state as they were when the lease began, and shall perform said maintenance and repairs in a prompt and orderly manner.

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

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

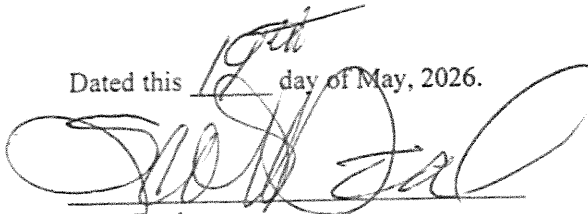
IT IS FURTHER UNDERSTOOD AND AGREED that the Lessee is responsible for maintaining the security necessary to maintain and protect the facilities located on the Fairgrounds, and shall take the necessary steps to prevent vandalism, malicious damage, and all other damages and breakage not normally associated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

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

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

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

Dated this 17th day of May, 2026.

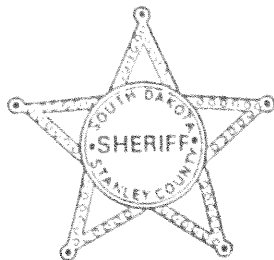


Scott Deal
Stanley County Fairgrounds Manager

Dated this 18th day of May, 2026.



Shane Kramme, Verendrye Benevolent
Association Track Manager



STANLEY COUNTY SHERIFF

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

Bradley J. Rathbun
 Sheriff

March 27th, 2026

Verendrye Benevolent Association
 PO Box 426
 Fort Pierre, SD 57532

Dear Shane Kramme & The Verendrye Benevolent Association,

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

Security services will be provided for the live horse racing event that is scheduled to take place on October 3rd, 2026, and October 4th, 2026, at the Stanley County Fairgrounds in Fort Pierre, SD. Security will be provided for approximately 8 hours on each of the scheduled race days stated with compensation for these services to be billed, at an hourly rate, as regularly charged for this type of security. This specified rate will be determined by the Stanley County Sheriff's Office and billed to Verendrye Benevolent Association, PO Box 426, Fort Pierre, SD 57532, (605) 280-0213 for security services rendered.

Sincerely,

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

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

A handwritten signature in black ink, appearing to read "Shane Kramme".

Shane Kramme
 VBA General Manager &
 Vice President
 PO Box 426
 Fort Pierre, SD 57532



STANDBY SERVICES PURCHASE ORDER

Customer: Veterinary Benevolent Association Track Operations, Fort Pierre Chamber

AMR Company: American Medical Response Ambulance Service, Inc.

Event or Events: Fort Pierre Horse Races

Location: 310 Casey Tibbs St, Fort Pierre, SD 57512

Date of Event or Events (or see attached Schedule A): Saturday, October 3rd, 2026

Start Time (or see attached Schedule A): 12:00

End Time (or see attached Schedule A): 18:00

Customer and AMR agree as follows:

1. AMR will provide the medical standby services ("Services") set forth below to Customer on these terms and conditions for the Event. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the medical transportation services industry.
2. Customer shall allow AMR to tour the Event area prior to the Event in order to determine the appropriate location for AMR personnel and vehicles to be positioned during the Event.
3. The Customer will pay AMR the amounts set forth below for the Services. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. Additional Services will be charged at the rates set forth below. Either party may terminate this agreement with thirty (30) days written notice to the other party. Termination of this agreement shall not relieve Customer of any charges for Services actually incurred or any applicable event cancellation fee (as set forth below) already incurred.
4. AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients requiring medical transportation, and any responsible third party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR shall be solely entitled to all collections resulting from such billing.
5. AMR reserves the right to utilize its Event personnel and vehicles to respond to a disaster or catastrophe. The Customer will not be charged for any time that AMR resources are diverted to a disaster or catastrophe.
6. AMR represents that it has comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.
7. Each party will indemnify and hold the other party harmless from and against any liability, claims or damages, including attorneys' fees, resulting from or alleged to result from any negligence or willful or intentional misconduct of the indemnifying party.
8. Each party shall be in material compliance with all applicable laws, rules, and regulations, including the federal Anti-kickback Statute. AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies. Each party represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program and shall not permit ineligible persons to order or provide services hereunder. This Agreement, (a) shall be interpreted and enforced in accordance with the laws of the state where the Event takes place; (b) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; and (c) may be amended only by written instrument executed by both parties.



STANDBY SERVICES PURCHASE ORDER
MINIMUM CHARGES

| STANDBY SERVICES | QUANTITY | CHARGE |
|--|----------|----------|
| October 3 rd ALS Ambulance Standby - 125 hour | 6 | \$750.00 |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | TOTAL | \$750.00 |

Check the appropriate Event Cancellation Fee

- If Customer cancels an Event after AMR dispatches its employees or ambulances to the Event, the Customer shall pay AMR a cancellation fee calculated by multiplying _____ 2 _____ hours by the applicable hourly rate for the Standby Services.
- If Customer cancels an Event less than five (5) days prior to the Date of Event, AMR shall be entitled to bill Customer a cancellation fee in the amount of 50% of the Minimum Charges above.

AMR:

By: *Kasandra Mobney*
 Print Name & Title: Kasandra Mobney
 Tel: 307-365-9082
 Date: 5/20/2026

CUSTOMER:

By: *Shane Kramme*
 Print Name & Title: Shane Kramme-GM
 Tel: 605-280-0213
 Date: 4-28-26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2026

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

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

| | |
|---|---|
| PRODUCER Acisure Midwest Partners Insurance Services LLC 16805 W. Cleveland Avenue New Berlin WI 53151 License# BR-1792609 VEREBEN-01 | CONTACT NAME: Deb Mills PHONE (A/C, No, Ext): 937-907-9152 FAX (A/C, No): E-MAIL ADDRESS: dmills@acisure.com INSURER(S) AFFORDING COVERAGE INSURER A : Lloyd's INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
|---|---|

COVERAGES **CERTIFICATE NUMBER: 249132156** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURER BRSQ, WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------------------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | RS200GL0066-3 | 4/1/2026 | 4/1/2027 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | 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 \$ \$ |
| | 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 | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|--|--|
| CERTIFICATE HOLDER Proof of Insurance ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

Fort Pierre

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

SD Bred QH Futurity

Quarter Horse Futurity

Certified South Dakota Bred

FIRST RACE**1**

Purse \$16,500-Estimated. For Certified SD Bred Two Year Olds that Paid \$500 Nomination Fee Due at Time of Entry. Purse Includes \$12,500 from SD Bred Fund and 100% of Nomination Fees. Weight.....128 lbs

SD**TWO HUNDRED AND FIFTY YARDS***Thoroughbred Maiden Allowance***SECOND RACE****2**

Purse \$5,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Maidens, Three Years Old and Upward.
Three Year Olds.....128 lbs. Older.....128 lbs.

FIVE FURLONGS*VBA Open QH Futurity**Quarter Horse Futurity***THIRD RACE****3**

Purse \$15,000-Estimated. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$2,000 from Verendrye Benevolent Association) For Two Year olds that Paid \$1,250 Nomination Fee Due At Time Of Entry. Purse Includes 100% of Nomination Fees. Weight.....128 lbs.

TWO HUNDRED AND FIFTY YARDS*Thoroughbred Claiming***FOURTH RACE****4**

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

FIVE FURLONGS*Quarter Horse Allowance***FIFTH RACE****5**

Purse \$8,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.
Three Year Olds.....128 lbs. Older.....128 lbs.

TWO HUNDRED AND FIFTY YARDS*Fort Pierre Mile**Thoroughbred Allowance***SIXTH RACE****6**

Purse \$10,500. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$6,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.
Three Year Olds.....128 lbs. Older.....128 lbs.

ABOUT ONE MILE*Governor's Feature**Thoroughbred Allowance***SEVENTH RACE****7**

Purse \$8,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Three Year Olds and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.
Three Year Olds.....128 lbs. Older.....128 lbs.

SIX AND ONE HALF FURLONGS

Fort Pierre

Day 1

Saturday, October 3, 2026

Enter Tuesday, September 29, 2026

*Thoroughbred Allowance***SUBSTITUTE RACE NO 1**

S1 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward NW2L.
 Three Year Olds 128 lbs. Older 128 lbs.

FIVE FURLONGS*Thoroughbred Allowance***SUBSTITUTE RACE NO 2**

S2 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward NonWinners in 2026.
 Three Year Olds 128 lbs. Older 128 lbs.

FIVE FURLONGS*Thoroughbred Claiming***SUBSTITUTE RACE NO 3**

S3 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs. Older 128 lbs.
 CLAIMING PRICE \$7,500

FIVE FURLONGS*Thoroughbred Allowance
Fillies & Mares***SUBSTITUTE RACE NO 4**

S4 Purse \$8,000. (Includes \$3,000 from SD Commission on Gaming Revolving Fund)(Includes \$3,000 from Verendrye Benevolent Association) For Fillies And Mares Three Years Old and Upward \$250 Pass The Box Fee Due at Time of Entry. Purse Includes 100% of Pass The Box Fees.
 Three Year Olds 128 lbs. Older 128 lbs.

FIVE FURLONGS*Thoroughbred Claiming***SUBSTITUTE RACE NO 5**

S5 Purse \$5,000. (Includes \$2,500 from SD Commission on Gaming Revolving Fund)(Includes \$2,500 from Verendrye Benevolent Association) For Three Year Olds and Upward.
 Three Year Olds 128 lbs. Older 128 lbs.
 CLAIMING PRICE \$2,500

FIVE FURLONGS*VBA Open QH Derby
Quarter Horse Derby***SUBSTITUTE RACE NO 6**

S6 Purse \$10,000-Estimated. (Includes 100% from Nominations) (Includes \$2,000 from Verendrye Benevolent Association) \$1,000 Nomination Fee Due at Time of Entry.

TWO HUNDRED AND FIFTY YARDS*SD Bred QH Derby
Quarter Horse Derby
Certified South Dakota Bred***SUBSTITUTE RACE NO 7**

S7 Purse \$10,000-Estimated. \$500 Nomination Fee Due at Time of Entry. Purse Includes \$6,000 From SD Bred Fund and 100% of Nomination Fees.
 Weight.....128 lbs.

SD**TWO HUNDRED AND FIFTY YARDS**



SOUTH DAKOTA COMMISSION ON GAMING

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

RESOLUTION NUMBER 06-26-01

The South Dakota Commission on Gaming hereby makes the following allocations for purse supplements and racing operations to the Verendrye Benevolent Association for the 2026 live horse racing season:

From the South Dakota Bred Racing Fund:

\$18,500.00 for purses for races that are restricted to South Dakota Bred horses including stakes races;

\$3,000.00 for purses for open races

\$500.00 per racing day from the South Dakota Bred Racing Fund, not to exceed a maximum of \$1,000.00 for point money for South Dakota bred horses that compete in races that are not restricted to South Dakota bred horses and on which pari mutuel wagers are accepted at the Stanley County Fairgrounds

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

From the Special Racing Revolving Fund:

\$22,000.00 from Special Racing Revolving Fund for purses

\$7,000 from the Special Racing Revolving Fund for Jockey Bonus.

\$4,000 from the Special Racing Revolving Fund as guaranteed payment of taxes and fees due the Commission.

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

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

These funds shall be made available to the race tracks upon approval of vouchers by the Executive Secretary and the purpose for which these funds are used shall be subject to an audit by the Commission's audit staff after the financial reports required by ARSD 20:04:20:10 have been furnished to the Commission. Any funds that are disbursed to the corporation or association that are not used as specified above are required to be returned to the South Dakota Commission on Gaming and made available for 2026 race season's allocation.

The Executive Secretary is authorized to withhold \$ 4,000.00 from the distribution of the \$33,000.00 allocated to the Verendrye Benevolent Association for operations as a guaranteed payment of taxes and fees to the Commission until such time as the association has paid in full all taxes and fees due the Commission for the 2026 racing season.

**SOUTH DAKOTA COMMISSION ON GAMING**

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

RESOLUTION NUMBER 06-26-02

Section 1. The executive Secretary is authorized to reimburse the Verendrye Benevolent Association from the Special Racing Revolving Fund for longevity payments to licensed jockeys who participate in races in South Dakota for the 2026 season according to the following criteria:

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

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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

RESOLUTION 6-26-03

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

Section 2. The Verendrye Benevolent Association is required to obtain a bond, deposit in lieu of bond, or letter of credit to be used if necessary, to pay purses, salaries, wages and payments to vendors for good and services provided to the corporation or association in conducting its racing operations for in the amount \$25,000.00 for 2026. The Executive Secretary and Commissions Legal Counsel will have signatory authority on the account for the South Dakota Commission on Gaming.



SOUTH DAKOTA COMMISSION ON GAMING

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

To: Commissioners

FROM: Mark Heltzel, Executive Secretary

DATE: June 1, 2026

SUBJECT: Approval 2026 Verendrye Benevolent Association Racing Official-Ft. Pierre

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

General Manager and Starter - Shane Kramme

Assistant General Manager - Scott Hoyt

Racing Secretary and Handicapper – Mellissa Cross

Secretary Assistant – Sue Bourk

Horsemen's Bookkeeper- Kacee Etzkorn

Clerk of Scales - David Kramme

Starter – Shane Kramme

Assistant Starter – Scott Hoyt

Identifier / Paddock Judge - Jerry Duncan

Parimutuel Manager – Linda Brown

Money room manager – Kristi Severson

Accounts Manager - Pam Sinkey

Asst. Accounts Manager - Shaun Leafgrean

Timer-Tony Harris

Track Maintenance - Ladd Kramme

Track Steward – James Pettie

Outriders - Guy Kinsella and Kade Kinsella

Track Veterinarian – Murray Ketteler, DVM

Track Annoucer - Robert Haar

Asst. Announcer - Kolt Hughes

**SOUTH DAKOTA COMMISSION ON GAMING**

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

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

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

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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TO: Commissioners

FROM: Mark Heltzel, Executive Secretary

DATE: June 1, 2026

SUBJECT: Appointment of SDCG Horse Racing Officials

Pursuant to ARSD 20:04:20:18 staff recommends the Commission approve the following persons to serve as Commission racing officials for the 2026 racing season:

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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

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

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

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**STATE OF SOUTH DAKOTA
CONSULTING CONTRACT**

Agreement made and entered into this ____th day of June 2026, by and between the South Dakota Commission on Gaming, a state agency, of 120 Industrial Drive, Suite 1, Spearfish, South Dakota, 57783 (the "State") and Roger D. Cooper - DVM, 39224 133RD Street, Aberdeen, South Dakota, 57401 (the "Consultant"), phone number (605) 228-4082.

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

1. The Consultant will perform those services described in the Scope of Work attached hereto as Exhibit A and by this reference incorporated herein.
2. The consultant's services under this Agreement shall commence on October 1, 2026, and end on December 31, 2026, unless sooner terminated pursuant to the terms hereof.
3. The Consultant will not use State equipment, supplies or facilities. The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$23,152.00. The State will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder This section does not require the consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the States, its officers, agents or employees.
6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.00.
- B. Automobile Liability Insurance:

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

- C. Worker's Compensation Insurance:

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

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

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

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

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

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

- 9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Consultant it is determined that

Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.
11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit court, Sixth Judicial Circuit, Hughes County, South Dakota.
13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
15. The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Executive Secretary, South Dakota Commission on Gaming on behalf of the State, and by and to Roger D. Cooper on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of the Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
19. CERTIFICATION OF NO STATE LEGISLATOR INTEREST: Consultant (I) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.
20. COMPLIANCE WITH SDCL ch 5-18A: Contractor certifies and agrees that the following information is correct:

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

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

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

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

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

STATE

CONSULTANT

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

(Date)

BY: _____
Roger D. Cooper -DVM

(Date)

BY: _____
Mike Houdyshell
Secretary
Department of Revenue

(Date)

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

EXHIBIT A

SCOPE OF WORK

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

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

During October 3, 2026 or October 4, 2026 as an alternative date. Roger D. Cooper will not treat any horses that are competing or being trained to compete at the Fort Pierre Racetrack except to render immediate treatment or euthanasia to an injured horse with the consent of the owner or trainer of the horse.

PROFESSIONAL SERVICES RFP EXEMPTION FORM

Department: Revenue Office: Commission on Gaming

RFP #: N/A Contractor / Consultant: Roger D. Cooper - DVM

As prescribed in SDCL 5-18D-21 please check the applicable exemption(s) below:

- (1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
- (2) Emergency services necessary to meet an urgent or unexpected requirement or if health and public safety or the conservation of public resources is at risk;
- (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;
- (4) Services for professional legal services;
- (5) Services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;
- (6) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;
- (7) Medical services and home and community-based services;
- (8) Agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or
- (9) Services to be provided by entertainers for the state fair and other events.
- Does not exceed \$50,000 therefore RFP is not required.

Submitted by: _____ Date: _____

Contract # (Completed by OSA): _____

**SOUTH DAKOTA COMMISSION ON GAMING**

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

**STATE OF SOUTH DAKOTA
CONSULTING CONTRACT**

Agreement made and entered into this ____th day of June 2026, by and between the South Dakota Commission on Gaming, a state agency, of 120 Industrial Drive, Suite 1, Spearfish, South Dakota, 57783 (the "State") and Center for Tox Services, 1819 West Drake Drive, Suite 102, Tempe, Arizona, 85283 (the "Consultant"), phone number (480) 345-7454.

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

1. The Consultant will perform those services described in the Scope of Work attached hereto as Exhibit A and by this reference incorporated herein.
2. The consultant's services under this Agreement shall commence on October 1, 2026, and end on December 31, 2026, unless sooner terminated pursuant to the terms hereof.
3. The Consultant will not use State equipment, supplies or facilities. The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$22,050.00. The State will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder This section does not require the consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the States, its officers, agents or employees.
6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.00.
- B. Automobile Liability Insurance:

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

- C. Worker's Compensation Insurance:

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

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

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

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

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

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

- 9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice If termination for such a default is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State because of Consultant's default Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement If after the State terminates for a default by Consultant it is determined that

Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.
11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit court, Sixth Judicial Circuit, Hughes County, South Dakota.
13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
15. The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Executive Secretary, South Dakota Commission on Gaming on behalf of the State, and by and to Roger D. Cooper on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of the Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
19. CERTIFICATION OF NO STATE LEGISLATOR INTEREST: Consultant (I) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.
20. COMPLIANCE WITH SDCL ch 5-18A: Contractor certifies and agrees that the following information is correct:

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

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

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

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

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

STATE

CONSULTANT

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

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

_____ (Date)

_____ (Date)

BY: _____
Mike Houdyshell
Secretary
Department of Revenue

_____ (Date)

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

EXHIBIT A

SCOPE OF WORK

The consultant will provide official laboratory testing services for the South Dakota Commission on Gaming for the 2026 live horse racing season at Fort Pierre, South Dakota 57532.

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

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

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

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

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

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

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

- 12 ounce sterile, leak-proof, tamper-evident plastic specimen containers, insulated, padlocked shipping containers to maintain security and sample
- 6-ounce sterile, leak-proof, tamper-evident plastic specimen containers for split samples
- Catch sticks or other devices designed to hold the specimen container during the collection process.
- Evidence seal tape
- Sample number cards
- Chain of custody forms
- At least 3 ice packs per shipping container

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

PROFESSIONAL SERVICES RFP EXEMPTION FORM

Department: Revenue Office: Commission on Gaming

RFP #: N/A Contractor / Consultant: Center for Tax Services

As prescribed in SDCL 5-18D-21 please check the applicable exemption(s) below:

- (1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
- (2) Emergency services necessary to meet an urgent or unexpected requirement or if health and public safety or the conservation of public resources is at risk;
- (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;
- (4) Services for professional legal services;
- (5) Services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;
- (6) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;
- (7) Medical services and home and community-based services;
- (8) Agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or
- (9) Services to be provided by entertainers for the state fair and other events.
- Does not exceed \$50,000 therefore RFP is not required.

Submitted by: _____ Date: _____

Contract # (Completed by OSA): _____

**SOUTH DAKOTA COMMISSION ON GAMING**

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

COOPERATIVE AGREEMENT

Between the Stanley County Sheriff's Office and the South Dakota Commission on Gaming

The South Dakota Commission on Gaming agrees to reimburse the Stanley County Sheriff's Office for providing additional law enforcement services on the Stanley County Fairgrounds from 12:00 noon until 8:00 PM(CDT) on Saturday, October 3, 2026, with an alternative date from 12:00 noon until 6:00 PM (CDT) on Sunday, October 4, 2026 if needed.

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

The South Dakota Commission on Gaming agrees to reimburse the Stanley County Sheriff's Office a total amount not to exceed Six Hundred and Fifty (\$650.00) dollars for the cost of providing these additional law enforcement services.

Dated the _____th day of June 2026.

Bradley Rathbun
Stanley County Sheriff

Michael S. Houdyshell
SECRETARY
SOUTH DAKOTA DEPARTMENT OF REVENUE

PROFESSIONAL SERVICES RFP EXEMPTION FORM

Department: Revenue Office: Commission on Gaming_

RFP #: N/A Contractor / Consultant: Stanley County Sheriff's Office

OR

As prescribed in SDCL 5-18D-21 please check the applicable exemption(s) below:

- (1) Services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
- (2) Emergency services necessary to meet an urgent or unexpected requirement or if health and public safety or the conservation of public resources is at risk;
- (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;
- (4) Services for professional legal services;
- (5) Services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;
- (6) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;
- (7) Medical services and home and community-based services;
- (8) agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or
- (9) Services to be provided by entertainers for the state fair and other events.
- Does not exceed \$50,000 therefore RFP is not required.

Submitted by: _____ Date: _____

Contract # (Completed by OSA): _____

**SOUTH DAKOTA COMMISSION ON GAMING**

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

To: Commissioners and Doug Abraham

From: Mark Heltzel, Executive Secretary

Subject: Stipulation and Assurance of Voluntary Compliance for BetMGM, LLC.
SDCG license # 12269-SW, SDCG complaint # 26-01-003

Per ARSD 20:18:10:03, an informal consultation was held on May 12, 2026, to resolve the violation alleged in the Initial Complaint filed by Director of Enforcement Brandon Snyder on February 24, 2026. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant allowed wagers to be placed on sporting events via a mobile app outside the city limits of Deadwood, SD, violating SDCL 42-7B-1 and 42-7B-14.

A review of the incident and the defendant's response was conducted. Based on that information, the licensee was fined \$55,00.00. The licensee has paid the fine that was imposed.

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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To: Commissioners and Doug Abraham

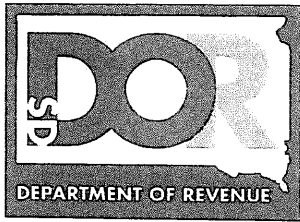
From: Mark Heltzel, Executive Secretary

Subject: Stipulation and Assurance of Voluntary Compliance for Jack Daugherty
SDCG license # 14658-SP, SDCG complaint # 26-01-005

Per ARSD 20:18:10:03, an informal consultation was held on May 1, 2026, to resolve the violation alleged in the Initial Complaint filed by Director of Enforcement Brandon Snyder on March 5, 2026. The complaint alleged that the Defendant engaged in conduct constituting grounds for disciplinary action. The Defendant dealt a game of blackjack without 52 cards in the deck, violating ARSD 20:18:15:02.

A review of the incident and the defendant's response was conducted. Based on that information, the licensee was fined \$100.00. The licensee has paid the fine that was imposed.

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



SOUTH DAKOTA COMMISSION ON GAMING

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**Licensing Matters for the June 23rd, 2026
Commission Meeting**

Key License Approvals:

| | | | |
|------------------|------------------|--------------|---------------------|
| Marvin Ward | Clay Schaeffer | Shawn Dimond | Andrew Weinberg |
| Michael Goldberg | Edmond Mesrobian | Marty Clark | Matthew Flandermyer |
| Jeffrey Bitting | Killian Luze | Tracey Jones | |

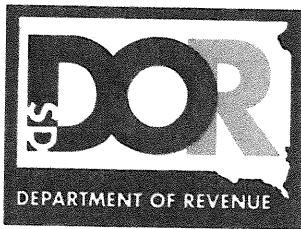
Key License (renewal):

Trent Looney

Business License:

Renewals for FY 2027



**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: April 1st, 2026
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Marvin Ward / 14987-25-KY**

Applicant Summary:

Applicant is seeking a Key License while working at the Frist Gold Casino in Deadwood, SD. He will be working in the maintenance division, but may fill in for gaming related positions when needed.

Concerns:

None

Recommendations:

It is recommended that Marvin Ward be **approved** for a South Dakota Commission on Gaming Key License.



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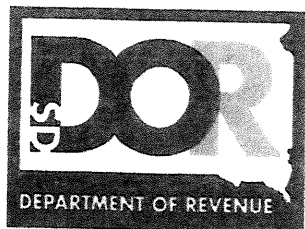
MEMORANDUM

DATE: 04/09/2026
TO: South Dakota Commission on Gaming
FROM: Brandon Snyder
SUBJECT: Clay Schaeffer
LIC. #: 15130-26-KY

The applicant is currently the IT Director at First Gold. He has had his gaming support license since 2018 with no derogatory action on his license.

Concerns: None

Recommendation: Approval

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: April 14th, 2026
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: Shawn Dimond / 15151-26-KY

Applicant Summary:

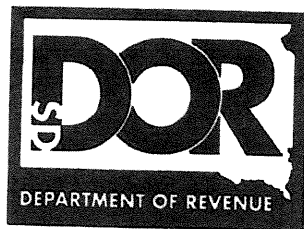
The applicant is seeking a Key License due to possible employment opportunities.

Concerns:

None

Recommendations:

It is recommended that Shawn Dimond be **approved** for a South Dakota Key License. No derogatory information was found during this background investigation.

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: April 15th, 2026
TO: South Dakota Commission on Gaming
FROM: S/A John Cargill
SUBJECT: Andrew Weinberg/ 14924-25-KY

Name of Gaming Business associated with:

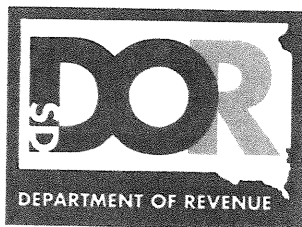
The applicant is seeking licensure as the CEO and Co-Chair of Brightstar Capital Partners. Brightstar Capital Partners owns Play AGS, Inc. Play AGS, Inc is a designer and supplier of gaming products and provides services for the gaming industry.

Past Employment:

The applicant is the CEO and Co-Chair of Brightstar Capital Partners. Currently, Andrew holds gaming licenses in several jurisdictions around the United States. None were found to be in poor standing.

Concerns: None

Recommendations: As a result of this background investigation, it is recommended that Andrew Weinberg be approved as a Key Licensee with PlayAGS, Inc.

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: May 11th, 2026
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Michael Goldberg / 14936-25-KY**

Applicant Summary:

Applicant is an Independent Non-Executive Director for Entain Group. He is currently on the Capital Allocation Committee. His background is in investment management.

Concerns:

None

Recommendations:

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: May 11th, 2026
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Edmond Mesrobian / 14918-25-KY**

Applicant Summary:

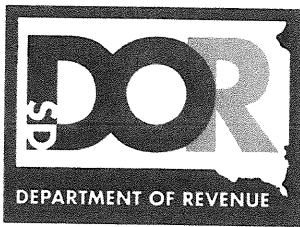
Applicant is an independent non-executive Director for Entain Group. He is part of the Sustainability and Compliance Committees. His background is in product and technology and holds degrees in mathematics and computer science.

Concerns:

None

Recommendations:

It is recommended that Edmond Mesrobian be **approved** for a South Dakota Key License.



SOUTH DAKOTA COMMISSION ON GAMING

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MEMORANDUM

DATE: May 20th, 2026
TO: South Dakota Commission on Gaming
FROM: S/A Nick Allender
SUBJECT: **Marty Clark / 15220-26-KY**

Applicant Summary:

Applicant is seeking a South Dakota Key License due to his position at the Deadwood Mountain Grand.

Concerns:

None

Recommendations:

It is recommended that Marty Clark be approved for a South Dakota Key License. No derogatory information was collected during his background investigation.

**SOUTH DAKOTA COMMISSION ON GAMING**

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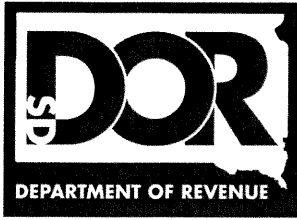
MEMORANDUM

DATE: 05/30/2026
TO: South Dakota Commission on Gaming
FROM: Jarle Randall
SUBJECT: Matthew Flandermeyer
LIC. #: 15202-26-KY

The applicant currently works as Chief Financial Officer for Strategic Gaming Management, LLC. This company over sees SGMSD, LLC. The applicant began as the CFO for Strategic Gaming Management, LLC in October 2025. The applicant's application for a key license was received on 3/09/26.

Concerns: None

Recommendation: Approval



SOUTH DAKOTA COMMISSION ON GAMING

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MEMORANDUM

DATE: 05/30/2026
TO: South Dakota Commission on Gaming
FROM: Jarle Randall
SUBJECT: Jeffrey Bitting
LIC. #: 15224-26-KY

The applicant currently works at Cadillac Jacks. He has been working at Cadillac Jacks since March of 2026. The applicant does currently have a Support license and has been since December of 2023. The applicant is currently working as a slot tech while also being trained as a cashier and floor management.

Concerns: None

Recommendation: Approval

**SOUTH DAKOTA COMMISSION ON GAMING**

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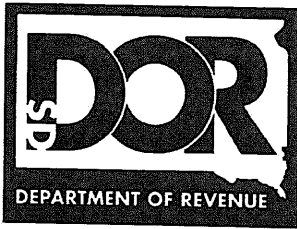
MEMORANDUM

DATE: June 01, 2026
TO: South Dakota Commission on Gaming
FROM: S/A Angela J. Wilkerson
SUBJECT: Killian Thomas Luze (15198-26-KY)

Killian Luze received a Support License with the South Dakota Commission on Gaming (SDCG) in February of 2026 and began working in gaming at the Mineral Palace in Deadwood, SD. Luze applied for this Key License in March of 2026.

Luze has received no disciplinary actions since receiving a Support License. He has never been licensed in any other gaming jurisdiction.

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

**SOUTH DAKOTA COMMISSION ON GAMING**

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MEMORANDUM

DATE: 05/20/2026
TO: South Dakota Commission on Gaming
FROM: John Cargill
SUBJECT: Tracey Jones
LIC. #: 15189-26-KY

The applicant is currently working for The Celebrity Hotel as a cashier and has been employed there since February 2026. She has had a support license since 2011, with no derogatory action taken against it. She is seeking a key license for her current position.

Concerns: None

Recommendation: Approval

OPERATOR, ROUTE OPERATOR & RETAIL LICENSES

| | | | |
|---------------------------|----------|-----------------------------------|----------|
| AGT- ACES FULL INC | 11022-OP | GR DWD LLC | 0187-OP |
| | 11159-RO | MINERAL PALACE 1 | 0299-RT |
| MR. WU'S 1 | 11575-RT | MINERAL PALACE 2 | 0300-RT |
| MR. WU'S 2 | 11576-RT | MINERAL PALACE 3 | 0301-RT |
| MR. WU'S 3 | 11577-RT | MINERAL PALACE 4 | 0540-RT |
| | | MINERAL PALACE 5 | 0541-RT |
| BLACK DIAMOND CAPITAL LLC | 0231-OP | MINERAL PALACE 6 | 0542-RT |
| | 14101-RO | MINERAL PALACE 7 | 0543-RT |
| GOLD DUST 1 | 0588-RT | MINERAL PALACE 8 | 0544-RT |
| GOLD DUST 2 | 0589-RT | MINERAL PALACE 9 | 0545-RT |
| GOLD DUST 3 | 0590-RT | MINERAL PALACE 10 | 0546-RT |
| GOLD DUST 4 | 0591-RT | MINERAL PALACE 11 | 0547-RT |
| GOLD DUST 5 | 0592-RT | MINERAL PALACE 12 | 0548-RT |
| GOLD DUST 6 | 0593-RT | | |
| GOLD DUST 7 | 0594-RT | MAIN LEDGE LLC -MIDNIGHT STAR | 12782-OP |
| GOLD DUST 13 (777) | 0610-RT | MIDNIGHT STAR 1 | 12783-RT |
| GOLD DUST 14 (777) | 0611-RT | MIDNIGHT STAR 2 | 12784-RT |
| GOLD DUST 15 (777) | 0612-RT | | |
| | | SALOON GAMBLING INC | 0103-OP |
| BLUE SKY GAMING INC | 0199-OP | SALOON GAMBLING INC 1 | 0011-RT |
| TIN LIZZIE 1 | 0313-RT | SALOON GAMBLING INC 2 | 0063-RT |
| TIN LIZZIE 2 | 0314-RT | SALOON GAMBLING INC 3 | 0393-RT |
| TIN LIZZIE 3 | 0315-RT | | |
| TIN LIZZIE 4 | 0524-RT | SGMSD, LLC | 13176-OP |
| TIN LIZZIE 5 | 0525-RT | SILVERADO 1 | 13177-RT |
| TIN LIZZIE 7 | 0604-RT | SILVERADO 2 | 13178-RT |
| TIN LIZZIE 8 | 0605-RT | SILVERADO 3 | 13179-RT |
| TIN LIZZIE 12 | 0609-RT | SILVERADO 4 | 13180-RT |
| TIN LIZZIE 13 | 0613-RT | SILVERADO 5 | 13181-RT |
| | | SILVERADO 6 | 13182-RT |
| | | SILVERADO 7 | 13183-RT |
| BY DEVELOPMENT INC | 0196-OP | FRANKLIN 1 | 13184-RT |
| CADILLAC JACKS 1 | 0302-RT | FRANKLIN 2 | 13185-RT |
| CADILLAC JACKS 2 | 0303-RT | FRANKLIN 3 | 13186-RT |
| CADILLAC JACKS 3 | 0304-RT | FRANKLIN 4 | 13187-RT |
| CADILLAC JACKS 4 | 0526-RT | FRANKLIN 5 | 13188-RT |
| CADILLAC JACKS 5 | 0527-RT | FRANKLIN 6 | 13189-RT |
| CADILLAC JACKS 6 | 0528-RT | DEADWOOD MT GRAND 1 | 14020-RT |
| CADILLAC JACKS 7 | 0529-RT | DEADWOOD MT GRAND 2 | 14022-RT |
| CADILLAC JACKS 8 | 0530-RT | DEADWOOD MT GRAND 3 | 14023-RT |
| CADILLAC JACKS 9 (SHS4) | 0597-RT | DEADWOOD MT GRAND 4 | 14024-RT |
| CADILLAC JACKS 10 | 10860-RT | DEADWOOD MT GRAND 5 | 14025-RT |
| | | DEADWOOD MT GRAND 6 | 14026-RT |
| DGR-DWD GAMING INC | 14550-OP | | |
| DGR 1 | 14551-RT | | |
| DGR 2 | 14552-RT | THE LANDMARK-SPORTSBOOK DWD | 12415-OP |
| DGR 3 | 14553-RT | THE LANDMARK 1 | 12416-RT |
| DGR 4 | 14554-RT | THE LANDMARK 2 | 12417-RT |
| DGR 5 | 14555-RT | THE LANDMARK 3 | 12418-RT |
| | | THE LANDMARK 4 | 13145-RT |
| DEALS PUBLICATIONS | 0197-OP | | |
| CELEBRITY 1 | 11567-RT | THE LODGE AT DWD -DWD RESORTS LLC | 0217-OP |
| CELEBRITY 2 | 11568-RT | THE LODGE AT DEADWOOD 1 | 0469-RT |
| CELEBRITY 3 | 12311-RT | THE LODGE AT DEADWOOD 2 | 0470-RT |
| | | THE LODGE AT DEADWOOD 3 | 0471-RT |
| FIRST GOLD INC | 0120-OP | THE LODGE AT DEADWOOD 4 | 0533-RT |
| | 0011-RO | THE LODGE AT DEADWOOD 5 | 0534-RT |
| HORSESHOE 1 | 0079-RT | THE LODGE AT DEADWOOD 6 | 0535-RT |
| BLACKJACK 2 | 0081-RT | THE LODGE AT DEADWOOD 7 | 0536-RT |
| FIRST GOLD 3 | 0208-RT | THE LODGE AT DEADWOOD 8 | 0537-RT |
| FIRST GOLD 4 | 0567-RT | THE LODGE AT DEADWOOD 9 | 0538-RT |
| FIRST GOLD 5 | 0568-RT | THE LODGE AT DEADWOOD 10 | 0539-RT |
| FIRST GOLD 6 | 0569-RT | | |
| FIRST GOLD 7 | 0570-RT | | |
| FIRST GOLD 8 | 0571-RT | | |
| FIRST GOLD 9 | 0572-RT | | |
| FIRST GOLD 10 | 0573-RT | | |
| FIRST GOLD 11 | 0584-RT | | |

OTHER ASSIGNED LICENSES

| | |
|--|----------|
| MIDWEST MOTELS OF DWD | 11330-OP |
| BODEGA 1 – MIDWEST MOTELS OF DWD | 11331-RT |
| BODEGA 2 – MIDWEST MOTELS OF DWD | 11332-RT |
| BODEGA 3 – MIDWEST MOTELS OF DWD | 11333-RT |
| BULLOCK 1 –DBUH, LLC | 11985-RT |
| BULLOCK 2 –DBUH, LLC | 11964-RT |
| CLARK & APEX, LLC | 12150-OP |
| CLARK & APEX, LLC | 12134-RT |
| DEADWOOD GAMING-BHCI | 13530-OP |
| COMFORT INN 1- DEADWOOD GAMING-BHCI | 13531-RT |
| COMFORT INN 2- DEADWOOD GAMING-BHCI | 13532-RT |
| COMFORT INN 3- DEADWOOD GAMING-BHCI | 13533-RT |
| DOOR 4, LLC-FAIRMONT 1 | 12187-RT |
| DOOR 4, LLC-FAIRMONT 2 | 12188-RT |
| DOOR 4, LLC-FAIRMONT 3 | 12567-RT |
| DEADWOOD MINERS(GCI) | 12569-RT |
| ROCKSINO 1-DHIH, LLC | 11965-RT |
| ROCKSINO 2-DHIH, LLC | 11966-RT |
| ROCKSINO 3-DHIH, LLC | 11967-RT |
| MARTIN MASON BLDG 1 | 0317-RT |
| MARTIN MASON BLDG 2 | 0318-RT |
| WOODEN NICKEL CASINO | 0316-RT |
| SUPER 8 1 – ANAND HOSPITALITY | 14696-RT |
| SUPER 8 2 – ANAND HOSPITALITY | 14698-RT |
| SUPER 8 3 – ANAND HOSPITALITY | 14699-RT |
| VFW | 0017-RT |
| CALEDONIA LEDGE, LLC-MIDNIGHT STAR | 12785-PO |
| DEADWOOD PARKING LOTS, LLC-TIN LIZZIE | 0003-PO |
| DWD GAMING-BHCI-COMFORT INN | 13534-PO |
| GLP CAPITAL | 13727-PO |
| HOSPITALITY MANAGEMENT LLC-DGR | 14785-PO |
| KR DEADWOOD-LANDMARK | 12419-PO |
| NUGGET BUILDING | 13476-PO |
| OPTIMA LLC-DBA TRUE BY HILTON-CADILLAC JACKS | 0005-PO |
| SGI LLC-DGR | 14556-PO |
| SPORTS WAGERING SERVICE PROVIDERS | |
| BETMGM, LLC | 12269-SW |
| ENTAIN HOLDINGS | 14351-SW |
| IGT | 12241-SW |
| INTERNET SPORTS INTERNATIONAL | 12253-SW |
| RUSHMORE GAMING | 12216-SW |

OPERATOR,ROUTE OPERATOR & UNASSIGNED LICENSES

| | |
|------------------------------------|----------|
| AGT-MICHAEL TRUCANO | 0230-OP |
| AGT-MICHAEL TRUCANO | 10858-RO |
| MICHAEL TRUCANO-OLD IRON HORSE INN | 0583-RT |
| SHARON GOULD | 10355-OP |
| SEMINOLE HARD ROCK ENTERTAINMENT | 13401-OP |
| CHRIS GOULD | 0440-RT |
| SRK DEVELOPMENT | 11623-RT |
| DEADWOOD LEGACY HOLDINGS | 12000-RT |

MANUFACTURERS

| | |
|---------------------------------|----------|
| AGS, LLC | 0130-MA |
| AINSWORTH GAMING TECHNOLOGY | 11549-MA |
| ARISTOCRAT TECHNOLOGIES INC | 0108-MA |
| BLUBERI GAMING | 11968-MA |
| DATA FINANCIAL LLC | 13342-MA |
| DYNAMIC GAMING SOLUTIONS SD LLC | 11328-MA |
| EMPIRE TECHNOLOGY | 11755-MA |
| EVERI GAMES INC (MULTIMEDIA) | 0131-MA |
| HARMS VENDING | 0129-MA |
| IGT | 0101-MA |
| INCREDIBLE TECHNOLOGIES INC | 10735-MA |
| INTERBLOCK D.D. | 0124-MA |
| JCM AMERICAN CORP | 0132-MA |
| KONAMI GAMING INC | 0128-MA |
| LIGHT & WONDER | 0114-MA |
| NOVOMATIC AG | 11561-MA |
| NRT TECHNOLOGY CORP | 0125-MA |
| PATRIOT GAMING & ELECTRONIC INC | 10044-MA |
| TABLE TRAC INC | 0127-MA |
| UNIVERSAL GAMING RESOURCES, LLC | 0121-MA |

ASSOCIATED EQUIPMENT MANUFACTURER

| | |
|-------------------------------------|----------|
| AVALON GAMING INC | 10877-AE |
| EVERI PAYMENTS | 12300-AE |
| GALAZY GAMING INC | 14874-AE |
| GAMING PARTNERS INTERNATIONAL USA | 10983-AE |
| GAMING & ENTERTAINMENT TOUCH TECH | 11146-AE |
| GAME CHANGING TECH | 13762-AE |
| GENESIS GAMING | 13376-AE |
| GEOCOMPLY SOLUTIONS | 13873-AE |
| M3 TECHNOLOGY SOLUTIONS LLC | 11293-AE |
| OVERLAY GAMING | 12634-AE |
| PASSPORT TECHNOLOGY | 14182-AE |
| PAVILION PAYMENTS GAMING SERVICES | 11790-AE |
| QUANTUM SYSTEMS SOLUTIONS | 11617-AE |
| SEMINOLE HARD ROCK SUPPORT SERVICES | 13514-AE |
| STADIUM TECH | 12342-AE |
| SPORTRADAR | 13259-AE |
| TCS JOHN HUXLEY | 13317-AE |