

**Minnesota Racing Commission  
Meeting**

**December 15, 2022**

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**Full Commission Meeting  
Thursday, January 26, 2023 – 4:00 p.m. CST  
Nutrena Conference Center  
1801 Dudley Avenue, Saint Paul, MN 55108**

**AGENDA**

- 1) Call to Order
- 2) Roll Call
- 3) Adoption of Agenda
- 4) Approval of Minutes
  - a. November Minutes -- Thursday November 17, 2022
  - b. December Minutes -- Thursday December 15, 2022

**New Business – Action Items**

- 5) Approval of Canterbury Horse Barn Redevelopment Build Design Agreement Approval
- 6) Approval of Official Medication Testing Laboratory for Quarter Horses and Standardbreds for 2023
- 7) Approval of 2023 Appointment of Chief Veterinarian
- 8) Approval of 2023 Appointment of Board of Stewards
- 9) Approval of 2023 Appointment of Board of Judges
- 10) Approval of Recission of Delegation of Authority for Interim Executive Director Charlene Briner
- 11) Approval of Delegation of Authority for Executive Director Kyle Gustafson

**New Business – Informational Items**

- 12) Status Reports
  - a. Canterbury Park Entertainment
  - b. Running Aces Casino, Hotel, and Racetrack

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13) Executive Director's Report

- a. HISA Update
- b. Legislative Update
- c. Rulemaking Update
- d. Contract Approvals
- e. ADW Report
- f. Licensing Report
- g. Other

14) MQHRA/MTA/MHRI/MNHBPA Reports

15) Future Meetings

- a. Full Commission-Thursday, February 16, 2023; Thursday March 16, 2023; and Thursday April 20, 2023 at the Nutrena Conference Center
- b. Discussion of Future Meeting Dates

16) Adjourn

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Item 4a –  
Approval of Minutes  
Thursday  
November 17, 2022

**Full Commission Meeting**  
Thursday, November 17, 2022 – 4:00 p.m.  
Nutrena Conference Center  
1801 Dudley Avenue, St. Paul, MN 55108

**MINUTES**

Call to Order:

**Agenda Item 1 – Call to Order**

Chair McArdle called the meeting to order at 4:02 p.m.

Roll Call:

**Agenda Item 2 – Roll Call**

Present – Chair McArdle, Second Vice Chair Johnson, Commissioners Koob, Goodman (4:10pm), Erhart, Gingold and Colombo. A quorum was acknowledged.

Other participants – E. Joseph Newton (General Counsel, Minnesota Racing Commission), Stephanie Jenson (Safety Coordinator, Minnesota Racing Commission) Randy Sampson (Vice President and CEO Canterbury Park and Entertainment), Amber Carlisle (Racing Operations Manager, Canterbury Park) Steve Carpenito (Director of Racing, Running Aces Casino, Hotel, and Racetrack), Aaron Bedessem (Director of Marketing, running Aces Casino, Hotel and Racetrack), Cathy Dessert (Vice President, Minnesota Harness Racing, Inc.), Mike Cronin (Minnesota Horsemen’s Benevolent and Protective Association), Paul Luedemann (Vice President, Minnesota Quarter Horse Association), Lynn Hovda DVM (Chief Veterinarian Minnesota Racing Commission) Dave Dayon (Breeder and Member of the Thoroughbred Advisory Committee,).

Adoption of Agenda:

**Agenda Item 3 – Approval of Agenda**

Commissioner Gingold motioned to approve the agenda; Second by Commissioner Koob; Motion passes.

**Agenda Item 4 – Approval of Minutes from Thursday, October 20, 2022**

Motion for approval by Koob, 2<sup>nd</sup> by Johnson. Roll call vote passes unanimously.

New Business – Informational Items

**Item 5 – Status reports**

**a. Canterbury Park Entertainment**

Mr. Sampson spoke on the racing days request noting that there were less days requested (54 live days) and discussed the media reports addressing what he considered inaccuracies. The fewer days was not due to financial issues as was stated in some news outlet. The request resulted from the uncertainty with the Mystic Lake agreement. He noted that the horsemen approved of the request. He indicated the request would maintain a competitive purses. He stated that the construction projects pushed the start date back by one week. He noted that other tracks were going to three day a week meets and that he believed the date request would be good for the horse population. He stated that the poker room was doing well, it had been a

good year thus far and that they had a very good third quarter. He stated even without an SMSC agreements purses would be competitive. As to the construction projects her reported that there are six cranes on the property and construction was taking place on the home projects. He discussed the amphitheater and dorm projects. He stated opening day for racing would be May 27, 2023. McArdle asked about the barns opening and Mr. Sampson indicated barns would be opening May 1, 2023. Johnson indicated he liked the videos Canterbury was posting. Sampson discussed the track lighting project and stated all lighting was to be completely replaced. Goodman asked about the Star Tribune article and Sampson said he had addressed that issue earlier and that he was able to have the headline of the news story changed. McArdle stated that the Commission would hold a public hearing on the days request in December.

**b. Running Aces Casino, Hotel, and Racetrack**

Mr. Carpinito stated RA requested 55 live racing days beginning on May 14, 2023. They will race three days a week until September 16. Stated they requested a 7 p.m. post time to benefit the horsemen and the patrons. Indicated they had completed the contract with the horsemen on the purse fund. Complimented the MHRI on the on the amicable nature of the negotiations. Indicated they continue to improve the facilities and noted the gates had been installed on all 251 stalls. RA is waiving stall fees in order to get new horse to the track. They will be broadcasting in hi-def and have a new wagering terminal for the 2023 meet. RA will be increasing purse contributions from the 2.6 million in 2022. Mr. Bedessem continued the report with the Card Room portion. October had been a strong month in the card room. Reported that the table movement project had been completed and they started construction on the VIP rooms. Discussed staffing and stated the dealer side was strong, wait staff and housekeeping were doing ok but that RA was always looking for help in those areas. Gingold inquired what RA was doing for racehorse retirement. RA said they had contributed money for repurposing, and they were opening a dialogue with This Old Horse.” Johnson indicated there is a greater interest in after care and RA should share in that increased interest. RA stated that they didn’t have the exact numbers of horses placed in aftercare but could get that number. Goodman offered that staff would help and determine that number.

**Item 6 - Executive Directors Report**

- a. Licensing Report**
- b. ADW Report**
- c. Staffing Update**
- d. HISA Update**

- a. Licensing Report - in the packet.
- b. ADW – report in packet.
- c. Staffing Update – The new investigator Sean Corrigan had started, and a new licensing clerk would be starting soon. Stated Kimberly had been promoted and that another licensing clerk position was in the works. Stated that we were hiring a new safety/HISA/breeders’ fund coordinator. Stated that Colleen Marquardt decided not to come back in a temporary position.
- d. HISA - indicated we go an extension from HISA for the deadline to enter an agreement and make payments of the assessment and that staff was trying to determine how to obtain the money to pay the 2023 assessment. Goodman noted that the Commission is limited in how the Commission can the money to make payment and she was not interested just passing the cost off to the association and

indicated the issue should be given to the Finance Committee. McArdle noted that the HISA budget included legal fees for non-Minnesota related cases.

#### **Item 7 – MQHRA/MTA/MHRI/MNHBPA Reports**

**MNQH** – Mr. (Anthony Peterson) noted their stallion auction would be starting on December 13 and included a 30-stallion herd. Also, stated they had donated \$4000 to aftercare. McArdle asked when the auction went until and was told January 20, 2023.

**MTA** – (Kay King) noted their stallion auction was going to be January 3-12 and January 13-30, 2023. She indicated the MTA was working on and talking about aftercare. Explained she was happy the Commission was working on the HISA issues.

**MHRI – No Report.**

**MNHBPA** - Mike Cronin stated his board had voted unanimously in favor of Canterbury's racing days request. He spoke on aftercare efforts stating that they would be contributing \$65,000 to aftercare work and thanked Joe Scurto for the application forms.

Mr. Dayon asked to address the Commission on breeders' fund and the advisory committee. He complained about various issues with the breeders' fund. Goodman stated that the agenda as adopted did not include this issue and stated Mr. Dayon was out of order and directed staff to work with Mr. Dayon to address his issues. McArdle asked that he put his concerns in writing and submit them to staff. Mr. Dayon apologized for interrupting

#### **Item 8– Future Meetings**

Next meeting – Chair McArdle announced the next meeting December 15, 2022 and stated neither she nor Colombo would be present.

#### **Item 9 - Adjournment**

The meeting adjourned on Thursday, November 17, 2022, at 5:10 p.m.

THESE MEETING MINUTES HAVE BEEN APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2022 BY A QUORUM OF THE MINNESOTA RACING COMMISSION.

Item 4b –  
Approval of Minutes  
Thursday  
December 15, 2022



**Full Commission Meeting**  
Thursday, December 15, 2022 – 4:00 p.m.  
Nutrena Conference Center  
1801 Dudley Avenue, St. Paul, MN 55108

**MINUTES**

Call to Order:

**Agenda Item 1 – Call to Order**

Second Vice Chair Johnson called the meeting to order at 4:00 p.m.

Roll Call:

**Agenda Item 2 – Roll Call**

Present – Second Vice Chair Johnson, Commissioners Koob, Dehn, Goodman, and Erhart. A quorum was acknowledged.

Other participants – E. Joseph Newton (General Counsel, Minnesota Racing Commission), Stephanie Jenson (Safety Coordinator, Minnesota Racing Commission) Randy Sampson (Vice President and CEO Canterbury Park and Entertainment), Amber Carlisle (Racing Operations Manager, Canterbury Park) Steve Carpenito (Director of Racing, Running Aces Casino, Hotel, and Racetrack), Cathy Dessert (Vice President, Minnesota Harness Racing, Inc.), Mike Cronin (Minnesota Horsemen’s Benevolent and Protective Association), Paul Luedemann (Vice President, Minnesota Quarter Horse Racing Association), Lynn Hovda DVM (Chief Veterinarian Minnesota Racing Commission).

Adoption of Agenda:

**Agenda Item 3 – Approval of Agenda**

Amend to add item 7D – Purse Funding Agreement between MHRA and RA. Commissioner Dehn motioned to approve the agenda; Second by Commissioner Erhart; Motion passes.

New Business – Action Items

**Agenda Item 4 – Action Items:**

**A. Renewal of Class B License – Canterbury Park Entertainment, LLC**

Mr. Newton presented on this item. Motion for approval by Goodman, 2<sup>nd</sup> by Koob. Roll call vote passes unanimously.

**Agenda Item 5 – Action Items:**

**B. Renewal of Class B License – North Metro Harness Initiative (d/b/a Running Aces Casino and Racetrack)**

Mr. Newton presented on this item. Motion for approval by Erhart, 2<sup>nd</sup> by Koob. Roll call vote passes unanimously.

**Agenda Item 6 - 2023 Live Racing Requests from Canterbury Park Entertainment, LLC**

- a. Live Race Day Application**
- b. Televised Race Days**
- c. Racing Officials**

Mr. Newton spoke on this item. Canterbury Park requested 54 days, May 27, 2023 – September 16, 2023, and has made all required submissions. Televised 364 days and submitted proper materials. Submitted 4 Racing Officials. Mr. Sampson spoke briefly on officials, race schedule and reduced purses but still having good fields. Motion for approve Live Race Dates, Televised Race Days and Officials by Goodman, 2<sup>nd</sup> by Koob. Roll call vote passes unanimously.

**Agenda Item 7 - 2023 Live Racing Requests from North Metro Harness Initiative (d/b/a/ Running Aces Casino and Racetrack)**

- a. Live Race Day Application**
- b. Televised Race Days**
- c. Racing Officials**
- d. Purse Funding Agreement between MHRA and North Metro Harness**

Mr. Newton spoke on this item. Running Aces requested 55 days, May 14, 2023 – September 16, 2023, and made proper submissions for all requests. Televised 364 days and submitted proper materials. Submitted 4 racing officials. Mr. Carpinito spoke briefly on the requests and keeping things about the same as last year. Purses should be higher and spoke about race officials. Motion to approve Live Race Dates, Televised Race Days and Officials by Erhardt. 2<sup>nd</sup> by Koob. Roll call passes unanimously.

**Agenda Item 8 Approval of Minnesota Thoroughbred Association Request for Stallion Auction Award**

Mr. Newton presented on this item. The MTA requested \$30,000 for 2023, the same as 2022 request. In the past \$14,000 of the \$30,000 has been used. Motion to approve the request by the Minnesota Thoroughbred Association for the 2023 Stallion Auction Award by Dehn. 2<sup>nd</sup> by Koob. Roll call vote passes unanimously.

**Agenda Item 9 Approval of Racehorse Aftercare Grant Recommendations**

Commissioner Goodman gave a very thorough presentation on the item. She spoke about the applications and the requested money, the makeup of the staff committee and thanked the staff people involved. She reviewed the process in depth, announced the amounts of the grants and then spoke about the changes that the committee recommended. Commissioner Goodman then read the final amounts that were approved by the committee:

\$75,000 to Bowman Second Chance Thoroughbreds (requested \$75,000)

\$110,000 to This Old Horse (requested \$159,000)

\$5,000 to Galloping Out (requested \$5,000)

\$2,500 to Remember Me Rescue (requested \$7,300)

\$10,000 to Koch Thoroughbreds (requested \$100,000)

Commissioner Goodman made the recommendation and moved to approve, 2<sup>nd</sup> by Koob. Commissioner Johnson thanked staff for the new, much more sophisticated procedure. Roll call vote passes unanimously.

New Business – Informational Items

**Item 10 – Status reports**

**a. Canterbury Park Entertainment**

Mr. Sampson spoke on this Item. There has been a decline in cardroom revenue. Simulcast numbers are also slightly declined. Business is ok, not great. Waiting to close on the amphitheater. Commissioner Johnson asked about events and Mr. Sampson said snowmobile racing is 2<sup>nd</sup> week of January. February Horse skijoring – horse pulling a skier on course over jumps and such. Commissioners Koob & Johnson asked additional questions about the events.

**b. Running Aces Casino, Hotel, and Racetrack**

Mr. Carpinito spoke on this item. Brief presentation on the prep on 2023 meet, stall application and recruitment. Financial directions very positive.

**Item 11 - Executive Directors Report**

- a. HISA Update**
- b. Rulemaking Update**
- c. Licensing Report**
- d. Personnel Update**
- e. ADW Report**

The interim executive director was absent. Mr. Newton gave the updates.

- a. HISA – a brief update about parts being held unconstitutional. Also, the FTC has set aside the HISA Testing, Doping and Medicinal issues for now. Dr. Hovda spoke about the Safety rules of HISA being in place. Commissioner Goodman talked about Dr. Hovda being appointed to the HIWU Drug Testing Standing Committee.
- b. Rulemaking – SONAR is at the Governor’s office.
- c. Licensing - report in packet.
- d. Personnel Update – The Governor has appointed a new Executive Director, Kyle Gustafson. Announced May Beth Schaefer will be joining the MRC office at Canterbury Park as a licensing Clerk. Taylor Trauffer will be working at both Canterbury Park and Running Aces offices. We are now fully staffed at that the Canterbury Park office. Stephanie Jenson has accepted a position with the HIWU, want to thank her and sad to see her go.
- e. ADW – report in packet

Commissioner Johnson wished Stephanie the best and thanked her for her service.

## **Item 12 – MQHRA/MTA/MHRI/MNHBPA Reports**

**MQHRA** – Mr. Luderman, the Stallion auction is online, 55 so far, may get 5-6 more so as good if not better than last year. Happy with barrel racing repurposing, added 2,500 with 5 different events and 2 locations for next year. Still hoping to add a couple more. Have opened to all racehorses that have run at Canterbury Park and added special awards at the end of the year. Backside BBQ again next year.

**MTA** – Commissioner Johnson, the Stallion auction is on schedule.

**MHRI** – Ms. Desert spoke about having negotiated their contract for 5 years and the purse amounts. Lots of new stallions coming to MN for breeding next year, very exciting. Also congratulated Stephanie and Dr. Hovda.

**MNHBPA** - Mike Cronin wished everybody a peaceful and happy New Year.

## **Item 13 – Tribute to Minnesota Horsepersons**

Ms. Desert talked about John Rodgers who passed away. She read a very touching poem written in his honor. Celebration of Life will be held this spring.

Would also like to note the passing of a very special horseman, Mr. Seppo Hakama who has raced for many years at Running Aces.

Mr. Cronin and Mr. Sampson spoke of the passing of Cort Holton, a giant in the horse industry in Minnesota, a horseracing supporter and lobbyist who was respected on both side of the aisle.

## **Item 12 – Future Meetings**

Next meeting – January will be announced, TBD. Meeting noted that the 3<sup>rd</sup> Thursday of the months will be held.

## **Item 13 - Adjournment**

Motion to adjourn by Dehn, 2<sup>nd</sup> by Erhart.

Second Vice Chair Johnson adjourned the meeting on Thursday, December 15, 2022, at 4:45 p.m.

THESE MEETING MINUTES HAVE BEEN APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2022 BY A QUORUM OF THE MINNESOTA RACING COMMISSION.

Item 5 –  
Approval of  
Canterbury Horse  
Barn Redevelopment  
Build Design  
Agreement Approval



## Design-Build Agreement

This Agreement ( "this Agreement") is made and entered into as of October 28th, 2022 by and between Canterbury Park Entertainment LLC, 1100 Canterbury Road South, Shakopee, MN 55379(the "Owner"), and Greystone Construction Company, 2995 Winners Circle Drive, Suite 200, Shakopee, MN 55379 (the "Contractor"). This Agreement pertains to services in connection with the project generally described and depicted as Phase I on the Racing Stables Master Plan Update prepared by Populous and dated August 11th, 2022 (the "Concept Plan"), to be further described in the Scope of Work to be developed and issued as part of Construction Phase and Control Estimate establishment as provided for this Agreement (the "Project").

### The Project: Canterbury Park Horse Barn Additions

In consideration of the foregoing, the Owner and the Contractor agree as follows:

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#### ARTICLE 1: THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

**SECTION 1.1.** The Contractor accepts the relationship of trust and confidence established between it and the Owner and agrees to procure the architectural, engineering and construction services set forth in this Agreement. The Contractor agrees to furnish efficient business administration and superintendence, and to complete the Project in the soundest and most economical manner consistent with the Owner's interests.

**SECTION 1.2. Extent of Agreement:** This Agreement represents the entire Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements. When the Scope of Work and the Drawings and Specifications (each hereinafter defined, and collectively the "Technical Documents") are complete and approved by both parties, they shall be identified by amendment to this Agreement which includes the same as exhibits as described in Section 1.3 below. This Agreement shall not be superseded by any provisions of any other documents for construction and may be amended only by a written instrument signed by both the Owner and the Contractor.

**SECTION 1.3. Definitions:** The "Work" is the total design and construction for which Contractor is responsible in this Agreement. The Work includes the completed construction designed under the Project and includes labor necessary to produce such construction, and materials and equipment incorporated or to be incorporated in such construction. The term day shall mean calendar day unless otherwise specifically designated. The "Contract Documents" shall mean this Agreement, and Exhibits as listed

below, all duly signed Change Orders, and any duly signed written amendments to any of these documents.

Exhibit #1. Scope of Work

Exhibit #2. Drawings and Specifications

Exhibit #3. Contractors Standard Application for Payment (AIA G702 & G703)

Exhibit #4. Project Schedule

Exhibit #5. Notice of Lien Rights

Exhibit #6. Greystone Fee and Billing Rates

Exhibits #1, #2 and #4 are to be developed and issued as part of Construction Phase and Control Estimate, and to be added by amendment to this Agreement.

The Contract Documents form part of this Agreement as if fully set forth herein.

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## **ARTICLE 2: CONTRACTOR'S RESPONSIBILITIES**

### **SECTION 2.1. Contractor's Services**

**SECTION 2.1.1.** Based upon the Concept Plan, Contractor shall procure design services from one or more licensed design consultants (the "Design Consultants") selected by the Contractor, subject to the approval of the Owner, not to be unreasonably withheld or delayed, for the preparation of Technical Documents for the construction of the Work and Contractor shall submit said Technical Documents to the Owner for review and approval. The Technical Documents, when approved by the Owner, will be made part of the Contract Documents and this Agreement as if fully set forth herein.

**SECTION 2.1.2.** The Technical Documents will remain the property of the Design Professional responsible for preparing these documents and shall not be used by the Owner on any other Project without the written consent of the Design Professional provided, however, that the Owner shall have the right to use the Technical Documents in the event Owner expands the Project, corrects any deficiencies, makes any renovations or otherwise repairs the Project. Owner shall have the right to rely on the Technical Documents in connection with any of the foregoing. It is mutually understood that the Owner intends to have the ability to use the Technical Documents for similar projects on other sites in the future. At the time of a newly proposed project(s) that the design team would need to review and update the Technical Documents based on updated codes, project specific and project location requirements. The design team will present a fee proposal to complete these services for Owner review and approval.

**SECTION 2.1.3.** The Contractor shall secure all inspections as defined in the Scope of Work. Special inspections and testing required by the Scope of Work shall be a part of the Contract Price.

**SECTION 2.1.3.1** The Contractor shall secure and pay for necessary approvals, easements, assessments and charges required for the construction of permanent structures or for permanent changes in existing facilities which are included in the Scope of Work, the cost of which shall be a part of the Contract Price.

**SECTION 2.1.4.** The Technical Documents will be stamped by a Design Consultant registered in the State of The Project. The Design Consultants shall provide error and omissions insurance for the benefit of the Owner and the Contractor.

**SECTION 2.2. Responsibilities With Respect To Construction**

**SECTION 2.2.1.** The Contractor will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items necessary for the execution and completion of the Work.

**SECTION 2.2.2.** The Contractor will pay all sales, use, gross receipts, and similar taxes related to the Work provided by the Contractor which have been legally enacted at the time of execution of the Agreement and for which the Contractor is liable.

**SECTION 2.2.3.** The Contractor will prepare and submit for the Owner's approval an estimated project schedule for the Project (the "Project Schedule"). The Project Schedule shall indicate approximate dates for the starting and completion of the various phasing stages of the design and construction. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond the Contractor's control. The Owner shall be responsible for prompt decisions and approvals so as to maintain the Project Schedule.

**SECTION 2.2.4.** The Contractor and Owner shall at all times keep the Project site free from the accumulation of waste materials or rubbish caused by its and Owner operations. At the completion of the Work, the Contractor shall remove all waste material and rubbish associated with the Work from and around the Project site as well as all tools, construction equipment, machinery, and surplus materials.

**SECTION 2.2.5.** The Contractor will give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Agreement which govern the proper execution of the Work.

**SECTION 2.2.6.** The Contractor shall take necessary precautions for the safety of its employees and its subcontractors on the Work, and during construction shall comply with all applicable federal, state, and municipal safety laws to prevent accidents or injury to persons on, about, or adjacent to the Project site. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the Work, necessary safeguards for the protection of workmen and the public.

It is understood and agreed, however, that the Contractor shall have no responsibility for the elimination or abatement of safety hazards created or otherwise resulting from work at the Project site or at the completed facility carried on by the Owner directly with its own



forces, by other persons or firms directly employed by the Owner as separate contractors or by the Owner's tenants and the Owner agrees to cause its own employees and any such separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal, state, and municipal safety laws and regulations, and to comply with all reasonable requests and directions of the Contractor for the elimination or abatement of any such safety hazards at the Project site.

**SECTION 2.3. Warranties and Completion**

**SECTION 2.3.1.** The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship, and defective materials, and in conformance with the Technical Documents. The Contractor agrees to correct all Work performed by it under this Agreement which proves to be defective in material and workmanship, provided Owner gives Contractor written notice thereof within a period of one year from the Date of Substantial Completion for each Phase as defined in Section 5.2. The giving of the warranty in this Section shall not be construed to limit or modify any other legal rights or remedies of the Owner, but shall be in addition to such rights and remedies.

**SECTION 2.3.2.** The Contractor will secure required certificates of inspection and testing, as defined by the Scope of Work and deliver them to the Owner.

**SECTION 2.3.3.** The Contractor will collect all written warranties and equipment manuals from its suppliers and subcontractors and deliver them to the Owner.

**SECTION 2.3.4.** The Contractor, with the assistance of the Owner's maintenance personnel, will direct the checkout of utilities and the operation of systems and equipment for readiness, and will assist in the initial start-up and testing of the systems and equipment associated with the Work.

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**ARTICLE 3: OWNER'S RESPONSIBILITIES**

**SECTION 3.1.** The Owner shall inform the Contractor with all information regarding its requirements for the Project.

**SECTION 3.2.** The Owner shall render decisions promptly and furnish information expeditiously in accordance with the terms of this Agreement, and in time to meet the Project Schedule.

**SECTION 3.3.** Owner shall furnish a current ALTA/ACSM land title survey of the Project site showing the boundaries, dimensions and topography thereof and the location of all utilities, easements and other restrictions.

**SECTION 3.4.** The Owner shall obtain all building and other permits and licenses required for the performance of the Work, at the Owner's expense.

**SECTION 3.5.** The Owner shall furnish such auditing services as the Owner may require.

**SECTION 3.6.** If the Owner becomes aware of any fault or defect in the Project, or non-conformance with the Technical Documents, it shall give prompt written notice thereof to the Contractor.

**SECTION 3.7.** Refer to Section 9.4 for Owner insurance requirements.

**SECTION 3.8.** The services and information required by the above paragraphs shall be furnished with reasonable promptness at the Owner's expense and the Contractor shall be entitled to rely upon the accuracy and the completeness thereof.

**SECTION 3.9.** The Owner shall furnish reasonable evidence reasonably satisfactory to the Contractor, prior to commencing Work and at such future times as may be requested by the Contractor in writing, that sufficient funds are available and committed for the entire cost of the Project.

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## **ARTICLE 4: SUBCONTRACTS**

**SECTION 4.1.** All portions of the Work that the Contractor does not perform with his own forces shall be performed under subcontracts. The Contractor shall incorporate the obligations of this Agreement into its subcontracts, supply agreements, and purchase orders, to the extent applicable to Work covered by such subcontracts, supply agreements, and purchase orders.

**SECTION 4.2.** A "Subcontractor" is a person or entity who has a direct contract with the Contractor to perform any Work in connection with the Project. The term Subcontractor does not include any separate contractor employed by the Owner or the separate contractors' subcontractors.

**SECTION 4.3.** No contractual relationship shall exist between the Owner and any Subcontractor. The Contractor shall be responsible for the management of the Subcontractors in the performance of their Work.

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## **ARTICLE 5: PROJECT SCHEDULE**

**SECTION 5.1.** The construction to be performed under this Agreement shall be commenced on or about **November 7<sup>th</sup>, 2022** and shall achieve Substantial Completion (hereinafter defined) on or before **June 15<sup>th</sup>, 2023** (the "Date of Substantial Completion").

- Construction shall commence within five (5) days of Owner's Notice to Proceed.
- It is understood that the target construction start date is on or about November

7th, 2022

- Commencement of construction will be contingent upon the Contractor receiving all required approvals from applicable governmental authorities to begin construction.

**SECTION 5.2.** Substantial Completion of the Work or a designated portion thereof is achieved when (i) construction is sufficiently complete in accordance with the Technical Documents so the Owner can occupy or utilize the Project, or a designated portion thereof for the use for which it is intended, and (ii) a Temporary Certificate of Occupancy has been obtained by the Contractor. The Owner's delay in occupying or utilizing the Project, or in obtaining a certificate of occupancy, if required to do so herein, shall not prevent the Contractor from achieving Substantial Completion of the Work, unless said delay is due to Contractor's fault. Warranties called for by this Agreement or by the Technical Documents shall commence on the Date of Substantial Completion of the Work or a designated portion thereof. A Certificate of Substantial Completion will be signed and dated by the Owner and Contractor. The Certificate of Substantial Completion shall state the respective responsibilities for security, maintenance, heat, utilities, damage to the Work, and insurance following the Date of Substantial Completion. This Certificate shall also list the items to be completed or corrected ("Punch List Items") and fix the time for their completion and correction.

Schedule is based on losing Two (2) days per month due to weather. Any adverse weather conditions that result in time lost beyond this amount will require an equal extension in the Project Schedule. Weather events may cause additional delays beyond the specific day. Additional weather delays could be caused by poor site conditions, dewatering/pumping, condition of fill material, access road issues and inability to obtain specified compaction results due to weather conditions.

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## **ARTICLE 6: CONTRACT PRICE**

### **SECTION 6.0. CONSTRUCTION PHASE - COST-PLUS-FEE**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the Cost of the Work plus Contractor's fee, both of which shall be determined as provided in Articles 6.2 and 6.3 below, subject to additions and deletions as provided in this Agreement, and subject to the limitations set forth in Article 6.4 below.

### **SECTION 6.1. COST OF THE WORK**

#### **Costs and Documentation**

- A. **Costs Included:** The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work and shall include the following items:

1. **Billing Rates for employees in the direct employ of Contractor in the performance of the Work, as set forth in the schedule attached hereto and made a part hereof.**
  - a. **Such employees shall include without limitation project manager, assistant project manager, safety director, superintendents, foremen, project assistant, project accountant, crafts people, and other personnel employed full-time at the Site. Billing Rates for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.**
2. **Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner; Contractor shall provide Owner with prompt advance notice of the opportunity for any cash discounts to enable Owner the ability to timely make such cash deposits. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.**
3. **Cost of permits or entitlement fees obtained by Contractor.**
4. **Payments made by Contractor to Construction Subcontractors for Work performed or furnished by such Construction Subcontractors. Contractor may elect to self-perform select sections of construction work as a sub-contractor.**
5. **Payments made by Contractor for Design Consultants' services provided or furnished. Contractor's fee shall not be applied on top of the costs of such services.**
6. **Payments made by Contractor under any purchase (procurement) contract assigned to Contractor by Owner.**
7. **Costs of special consultants including but not limited to testing laboratories, attorneys, legal fees, and accountants, retained for services specifically related to the Work, provided such costs do not arise from disputes between Owner and Contractor.**
8. **Supplemental costs including the following items:**
  - a. **The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.**
  - b. **Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Project site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less**

- market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction, temporary facilities, or engineering equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by applicable laws or regulations.
  - e. Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
  - f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Contractor in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, dumpsters, and sanitary facilities at the Project site.
  - h. Expenses such as drawing reproduction, long distance telephone calls, telephone service at the Project site, express and courier services, and similar petty cash items in connection with the Work.
  - i. Cost of premiums for all Bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
  - j. Cost of construction software directly related to the Work
  - k. Costs incurred in taking action to prevent threatened damage, injury or loss, in case of emergency affecting the safety of persons and property.

**B. Costs Excluded:** The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, attorneys, auditors, general accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Project site or in Contractor's principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Project site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

## **SECTION 6.2. CONTRACTOR'S FEE**

### Determination of Fee

Contractor's fee shall be applied on top of Cost of the Work based on Article 6.1 above for its overhead and profit, in an amount equal to five percent (5%) of the Cost of the Work (exclusive of the cost described at Section 6.1.A.5 above).

## **SECTION 6.3. CONTROL ESTIMATE**

### 6.3.1

- A. A Control Estimate will be established upon completion of design development drawings. The Control Estimate will be based on the Technical Documents, the Scope of Work, contingencies and allowances mutually agreed to by the Contractor and Owner to create a Contract Sum. The Control Estimate will include a contingency to be defined at the time of Control Estimate establishment (the "Contingency"). The Contingency is available for use by the Contractor through completion of construction documents, subcontractor and supplier buy-out and for any project related costs throughout the duration of the project. The Contingency shall not be available for use by the Owner for Changes in the Scope of the Work. The amount of the Owner's allocable share of any unspent portion of the Contingency shall be deducted from the amount of the final payment to be paid by the Owner to the Contractor.

### Allocation of Savings

6.3.2 Remaining balance of Contingencies established as part of the Control Estimate will be credited to the Owner at the end of the Project.

### Allowances

6.3.3 Variances between items subject to Allowances and actual final costs for those items shall either decrease or increase the Contract Sum accordingly via Change Order.

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## **ARTICLE 7: CHANGES IN THE PROJECT**

**SECTION 7.1.** The Owner, without invalidating this Agreement, may order changes in the Work (a "Change") within the general scope of this Agreement consisting of additions, deletions, or other revisions, and if any such Change is ordered as provided

herein, the Contract Price and the Project Schedule shall be adjusted accordingly. All such changes in the Project shall be authorized by Change Order.

**SECTION 7.1.1.** A Change Order is a written order to the Contractor signed by the Contractor and Owner or his authorized agent and issued after the execution of this Agreement, authorizing a Change in the Project and/or an adjustment in the Contract Price or the Project Schedule. No action, conduct or course of dealing, express or implied, by the Owner shall modify the requirement for Change Orders and the Contractor specifically acknowledges and agrees that the Contract Price and the Project Schedule, including Date of Substantial Completion, cannot be changed except by Change Order or as expressly provided in this Agreement.

**SECTION 7.1.2.** Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Technical Documents or Owner-furnished information, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Contract Price and the Project Schedule shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

**SECTION 7.1.2.1** Should building codes or subsequent code reviews require additional Work not provided for in this Agreement, the Contract Price and the Project Schedule shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

**SECTION 7.1.3.** Change Orders shall be written with a cost plus 5% overhead and profit.

**SECTION 7.2. Claims for Additional Fee or Time**

**SECTION 7.2.1.** If the Contractor is delayed in the performance of the Project as described in Section 7.1.2 or Section 7.1.2.1 above, or by any acts or omissions of the Owner, or by changes in the Work ordered by the Owner, or by other causes which the Contractor could not reasonably control or correct, then the Date of Substantial Completion shall be extended by the length of the delay, provided that within thirty (30) days of the beginning of the delay the Contractor provides reasonable notice of the delay to the Owner, stating in such notice the cause for the delay. The Contractor will also be compensated for additional costs incurred directly due to such delays, provided that such costs shall be identified in such notice of delay provided by the Contractor.

**SECTION 7.2.1.1** Events of "Force Majeure" shall consist of the following: Acts of God, weather events, acts of war, terrorist acts, pandemics, issues or circumstances cause by or arising out of the novel coronavirus or COVID-19, COVID-19 vaccine policies, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions or restrictions on the operation of businesses in the interest of public health or safety, labor disputes, labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable material shortages, unusual transportation delays or travel restrictions, unusual delays in



obtaining necessary permits or other approvals granted by applicable governmental bodies, vandalism, fire, flood, tornado, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor or Owner.

**SECTION 7.2.1.2** If the Contractor or Owner is at any time delayed, or anticipates a future delay, in the commencement or progress of the Work or performance under this Agreement due to an event of Force Majeure, the affected party shall provide written notice to other party within thirty (30) days after the affected party first recognizes the occurrence or potential occurrence any event of Force Majeure and has assessed its impact to the Project. If an event of Force Majeure exists, the Date of Substantial Completion or other time requirements for performance of obligations under this Agreement shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure. The Contract Price shall also be increased by amounts attributable and traceable to the Force Majeure event through a Change Order.

**SECTION 7.2.1.3** This Agreement is conditioned upon the ability of the Contractor to complete the Work at present prices for materials, equipment, energy and at the existing scale of wages for labor. If the Contractor is, at any time or for any reason, unable to complete the Work at the present prices for materials, equipment, energy or at the existing scale of wages for labor, or if the Contractor is unable to procure promptly as and when needed, labor and materials required for construction as aforesaid, then and in any such event, the Contract Price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of this Agreement. A change in price of an item of material, equipment, energy or labor will be considered significant, and the Contract Price shall be subject to increase as provided for herein, when the price of any particular item increases by five percent (5%) or more between the date of this Agreement and the date of the applicable Work.

**SECTION 7.2.1.3** If the actual commencement date for the Project, through no fault of the Contractor, is delayed more than Thirty (30) days from the date identified in section 5.1 above, the Contract Price and the Project Schedule shall be equitably adjusted for any costs associates with such delay. Associated costs may include, but not necessarily limited to, material cost increases, labor cost increases, subcontractor(s) and labor force becoming unavailable, general conditions, or winter conditions.

**SECTION 7.2.2.** If the Contractor wishes to make a claim for an increase in the Contract Price or an extension in the Project Schedule, or both, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by the Owner, shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made.

If the Owner and the Contractor cannot agree on the adjustment in the Contract Price or Project Schedule, the adjustment shall be determined pursuant to the provision of Article 12. Any change in the Contract Price or Project Schedule resulting from such claims shall be authorized by Change Order.



**SECTION 7.2.3.** If the Owner requests the Contractor to submit a proposal for a change in the Owner's requirements for the Project, in the Contract Documents following Owner's approval or other change in the Work, and then elects not to proceed with the change, the Owner shall reimburse the Contractor for any costs incurred for design services or proposed revisions to the Contract Documents arising from such request.

**SECTION 7.2.4.** The Contract Price and Project Schedule shall be equitably adjusted to account for changes necessitated by the enactment or revision of codes, laws, tariffs, or regulations subsequent to the signing of this Agreement.

**SECTION 7.3. Minor Changes in the Project**

**SECTION 7.3.1.** The Owner will have authority to order minor changes in the Work not involving an adjustment in the Contract Price or Project Schedule and not inconsistent with the intent of the Technical Documents. Such Changes shall be made by written Directive and shall be binding on the Owner and the Contractor.

**SECTION 7.4. Emergencies**

**SECTION 7.4.1.** In an emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any extension of time and associated cost claimed by the Contractor on account of emergency work shall be determined as provided in this Article.

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**ARTICLE 8: PAYMENTS TO THE CONTRACTOR**

**SECTION 8.0.** Payments of the Contract Price shall be made by the Owner to the Contractor according to the following procedures:

**SECTION 8.1.1.** Initial payment of **\$0.00**, shall be made to the Contractor upon signing this Agreement as compensation for design. The initial payment shall be applied to the Contract Price.

**SECTION 8.1.2.** On or before the last day of each month, the Contractor shall submit to the Owner an Application for Payment in such detail as may reasonably be required by the Owner based on the services provided and the Work completed and materials stored on the Project site and at locations approved by the Owner for the period ending on the last day of the month.

**SECTION 8.1.3.** Before the 15<sup>th</sup> day of the following month, the Owner shall pay directly to the Contractor the appropriate amounts for which Application for Payment has been made less retainage in the amount of five percent (5%) ("Progress Payments"). Applications for Payment will be made on Contractor's standard draw request form. Each Application for Payment shall deduct all previous payments made to Contractor from the amount due under the Application for Payment.

**SECTION 8.1.4.** If the Owner should fail to pay the Contractor at the time the payment of any amount becomes due, then the Contractor may, at any time thereafter and prior to the receipt of such payment, upon served written notice that the Contractor will stop Work within five (5) days after receipt of the notice by the Owner, and after such five (5) days period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the address for the Owner set forth herein.

**SECTION 8.1.5.** Payment due but unpaid shall bear interest on the balance thereof at the rate of seven percent (7%) per annum or at the rate of one percent (1%) per annum in excess of the prime rate from time to time public announced by U.S. Bank, National Association ("U.S. Bank") (or if U.S. Bank no longer publishes a prime rate, a similar bank or financial institution), whichever is higher, from the date due until payment is made.

**SECTION 8.2.** The Contractor warrants and guarantees that title to all Work covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "Liens").

**SECTION 8.3.** No Progress Payment nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Technical Documents.

**SECTION 8.4.** Final payment constituting any unpaid balance due, including retainage to the Contractor (the "Final Payment") shall be due and payable when the Project is delivered to the Owner, ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs, provided that the Work has achieved Substantial Completion. If there should remain Punchlist Items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its guarantee to complete said items within a reasonable time thereafter. The Owner may retain a sum equal to one and one-half (1-1/2) times the estimated cost of completing any Punchlist Items, provided that such Punchlist Items are listed separately and the estimated cost of completing such Punchlist Items is likewise listed separately. Thereafter, the Owner shall pay to the Contractor, monthly, the amount retained for Punchlist Items as each of said items is completed. Work included in the Scope of Work scheduled to be completed after Substantial Completion, such as but not limited to paving, landscaping, etc., is not subjected to such retainage, such work to be invoiced upon completion per the Schedule of Values.

**SECTION 8.5.** Before issuance of the Final Payment, the Owner may require full lien waivers from all subcontractors and may further require satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid or otherwise been satisfied.

**SECTION 8.6.** The making of Final Payment shall constitute a waiver of all claims by the Owner except those arising from:

**SECTION 8.6.1.** Unsettled Liens.

**SECTION 8.6.2.** Improper workmanship or defective materials appearing within one year after the Date of Substantial Completion for each Phase.

**SECTION 8.6.3.** Failure of the Work to comply with the Technical Documents.

**SECTION 8.6.4.** Terms of any special guarantees required by the Drawings.

**SECTION 8.7.** The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and unsettled, and except for the indemnification provision contained in Section 9.1.2.

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## **ARTICLE 9: INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

### **SECTION 9.1. Indemnity**

**SECTION 9.1.1.** The Contractor agrees to indemnify and hold the Owner harmless from all claims for bodily injury, property damage (other than the Work itself and other property insured under Section 9.4), to the extent that such claims are caused by a negligent act or omission of the Contractor and arise from the Contractor's operations under this Agreement.

**SECTION 9.1.2.** The Owner agrees to indemnify and hold the Contractor and Design Consultants, and all Subcontractors and subsubcontractors of Contractor, harmless from all claims for bodily injury, property damage (other than the Work itself and other property insured under Section 9.4), to the extent that such claims are caused by a negligent act or omission of the Owner and arise from the Owner's operations under this Agreement.

**SECTION 9.1.3.** The Owner shall cause any separate contractor who may have a contract with the Owner to perform work in the areas where Work will be performed under this Agreement to agree to indemnify the Owner and the Contractor and Design Consultants, and all Subcontractors and subsubcontractors of Contractor and hold them harmless from all claims for bodily injury and property damage (other than property insured under Section 9.4) that arise from that separate contractor's negligent act or omission or arise from said separate contractor's operations on the Project site. Such provision shall be in a form satisfactory to the Contractor.

### **SECTION 9.2. Contractor's Liability Insurance**

**SECTION 9.2.1** The Contractor shall purchase and maintain Commercial General Liability Insurance including premises-operations, elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage, Automobile Liability Insurance and Worker's Compensation Insurance.

**SECTION 9.2.2.** The Contractor's Commercial General Liability Insurance, Automobile Liability Insurance and Worker's Compensation Insurance as required by Section 9.2.1, shall be written for not less than the following limits of liability:

- a. Commercial General Liability
  - 1. Bodily Injury \$1,000,000. Each Occurrence
  - & Property Damage \$2,000,000. Aggregate Products & Completed Operations
  
- b. Comprehensive Automobile Liability
  - 1. Bodily Injury \$1,000,000. Combined Single Limit
  - & Property Damage
  
- c. Workers Compensation Statutory Limit
  
- d. Employer's Liability
  - \$100,000 Each Accident
  - \$500,000 Disease – Policy
  - \$100,000 Disease –Each Employee
  
- e. Umbrella Coverage
  - \$10,000,000 Each Occurrence
  - \$10,000,000 Aggregate

**SECTION 9.2.3.** Commercial General Liability Insurance may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

**SECTION 9.2.4.** The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the Owner. Certificates of Insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the Work. The Owner shall be named as an additional insured on all required policies, except Workers Compensation.

**SECTION 9.3. Owner's Liability Insurance**

**SECTION 9.3.1.** The Owner shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect the Owner against claims that may arise from operations under this Agreement.

**SECTION 9.4. Property Insurance**

**SECTION 9.4.1.** The Owner shall purchase and maintain property insurance in a form acceptable to the Owner upon the entire Work for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner, the Contractor, the Design Consultants, and all Subcontractors, subsubcontractors, and others performing or supplying any part of the Work, and shall insure against loss from the perils of Fire, Special Coverage, and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing and damages resulting from defective design, workmanship or material. The Owner will increase limits of coverage, if necessary, to reflect estimated replacement costs. The Owner will be responsible for any co-insurance penalties or deductibles. If the Project covers an addition to, or is adjacent to, an existing building, the Contractor, the Design Consultants, and all Subcontractors, subsubcontractors, and others performing or supplying any part of the Work shall be named as additional insureds under the Owner's Property Insurance covering such building and its contents.

**SECTION 9.4.1.1.** If the Owner finds it necessary to occupy or use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonable withheld.

**SECTION 9.4.2.** The Owner shall purchase and maintain property insurance on any existing buildings which are part of or adjacent to the Project and such boiler and machinery insurance as may be required or necessary. This insurance shall include the interests of the Owner, the Contractor, the Design Consultants, and all Subcontractors, subsubcontractors and others performing or supplying any part of the Work.

**SECTION 9.4.3.** The Contractor and Owner shall file a certificate of insurance for all of their respective policies with each other before an exposure to loss may occur. Copies of any subsequent endorsements will be furnished to the each other when received. The Owner or Contractor shall be given thirty (30) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

**SECTION 9.5. Waiver of Subrogation**

**SECTION 9.5.1** The Owner and Contractor waive all rights, except rights to insurance proceeds, against each other, the Design Consultants, Subcontractors and subsubcontractors as to such amounts of damages caused by perils covered by insurance held by the Owner and Contractor pursuant to Sections 9.4.1 and 9.4.2 above. The Contractor shall require similar waivers from all Subcontractors and subsubcontractors.

**SECTION 9.5.2.** The Owner and Contractor waive all rights against each other and the Design Consultants, Subcontractors, and subsubcontractors as to such amounts of

loss or damage to any equipment used in connection with the Project which loss is covered by any property insurance maintained by the other. The Contractor shall require similar waivers from all Subcontractors and subsubcontractors.

**SECTION 9.5.3.** If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed.

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## **ARTICLE 10: TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS**

### **SECTION 10.1. Termination by the Contractor**

**SECTION 10.1.1.** If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of Government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or if the Work should be stopped for a period of thirty (30) days by the Contractor for the Owner's failure to make payment thereon, then the Contractor may, upon seven (7) day's written notice to the Owner, terminate this Agreement and recover from the Owner payment for all Work performed or executed, including a reasonable allowance for overhead and profit, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

### **SECTION 10.2. Termination of Agreement**

**SECTION 10.2.1.** If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the Owner may give written notice that the Owner intends to terminate the Agreement. If the Contractor fails to correct the defaults, failure or neglect, within seven (7) days after receiving written notice, the Owner may then give a second written notice and, after an additional seven (7) days, the Owner may without prejudice to any other remedy make good such deficiencies and may deduct the reasonable cost thereof from the payment due the Contractor or, at the Owner's option, may terminate the employment of the Contractor, and may proceed to employ reasonable means and methods to complete the Work. If the unpaid balance of the Contract Price exceeds the reasonable cost of completing the Work, the excess shall be paid to the Contractor.

**SECTION 10.2.2.** If the Owner fails to make payment when due, the Contractor may give written notice of the Contractor's intention to terminate this Agreement. If the Contractor fails to receive payment within seven (7) days after receipt of such notice by the Owner, the Contractor may give a second written notice and seven (7) days after receipt of such second written notice by the Owner, may terminate this Agreement and recover from the Owner payment for Work executed and proven and for proven losses sustained upon materials, equipment, tools and machinery, including reasonable profit and applicable damages.

### **SECTION 10.3. Termination for Convenience**



The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (i) cease operations as directed by the Owner in the notice; (ii) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and, (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Design Consultants, and enter into no further Project agreements. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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## ARTICLE 11: MISCELLANEOUS

**SECTION 11.1.** Neither the Owner nor the Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

**SECTION 11.2.** This Agreement shall be governed by the law in effect at the location of the Project.

**SECTION 11.3.** The Owner shall designate one or more representatives authorized to act on the Owner's behalf with respect to the Project:

Name: Mark Erickson  
Address: 1100 Canterbury Rd, Shakopee, MN 55379  
Phone: 952-496-6434  
Email: [merickson@canterburypark.com](mailto:merickson@canterburypark.com)

Name: Randy Sampson  
Address: 1100 Canterbury Rd, Shakopee, MN 55379  
Phone: 952-496-6429  
Email: [rsampson@canterburypark.com](mailto:rsampson@canterburypark.com)

**SECTION 11.4.** The Contractor shall designate one or more representatives authorized to act on the Contractor's behalf with respect to the Project:

Name: Doug Reeves  
Address: 2995 Winners Circle Drive, Suite 200, Shakopee, MN 55379  
Phone: 507-236-4498  
Email: [dreeves@greystoneconstruction.com](mailto:dreeves@greystoneconstruction.com)

**SECTION 11.5.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for

losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

**SECTION 11.6** Contractor and Owner acknowledge that the Project is located on property subject to regulation by the Minnesota Racing Commission ("MRC"), and that this Agreement is made expressly conditioned upon receipt of the approval of the MRC to this Agreement.

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## ARTICLE 12

**SECTION 12.1.** All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of Final Payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under this prevailing arbitration law.

**SECTION 12.2.** Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**SECTION 12.3.** The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**SECTION 12.4.** Unless otherwise agreed in writing or expressly set forth herein, the Contractor shall carry on the Work and maintain the Project Schedule during any arbitration proceedings and the Owner shall continue to make payments in accordance with this Agreement.

**SECTION 12.5.** All claims which are related to or dependent upon each other shall be heard by the same arbitrator, even though the parties are not the same, unless a specific contract prohibits such consolidation.

**SECTION 12.6.** The provisions relating to mandatory arbitration shall not be applicable to a claim asserted in an action in a state or federal court by a person who is under no obligation to arbitrate such claim with either of the parties to this Agreement insofar as the parties to this Agreement may desire to assert any rights of indemnity or contribution with respect to the subject matter of such action.

**SECTION 12.7.** An arbitration pursuant to this section may be joined with an arbitration involving common issues of law or fact between a party and any additional person or entity with whom a party has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented by the parties



shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

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**This Agreement has been entered into as of the day and year first written above.**

Owner: Canterbury Park  
Entertainment LLC

By:

Title:

Date Signed:

Contractor: Greystone Construction Company

By:

Title:

Date Signed:

*JS*  
*Randall*  
*CEO*  
*10/27/22*

*Andri Schmitz*  
*President*  
*10/28/22*

TO OWNER: PROJECT:

APPLICATION NO.: Distribution to:

PERIOD TO:  OWNER

PROJECT NOS.:  ARCHITECT

CONTRACTOR:  CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM . . . . . \$

2. Net change by Change Orders . . . . . \$

3. CONTRACT SUM TO DATE (Line 1 ± 2) . . . . . \$

4. TOTAL COMPLETED & STORED TO DATE . . . . . \$  
(Column G on G703)

5. RETAINAGE:

a. \_\_\_\_\_ % of Completed Work \$  
(Columns D + E on G703)

b. \_\_\_\_\_ % of Stored Material \$  
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) . . . . . \$

6. TOTAL EARNED LESS RETAINAGE . . . . . \$  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) . . . . . \$

8. CURRENT PAYMENT DUE . . . . . \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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G702-1992

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# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

Exhibit #3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G + C)			

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G703-1992

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## Exhibit #5

**Notice of Lien Rights.** Pursuant to Minn. Stat. § 514.011, Contractor provides the following notice to Owner:

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
  
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



# Exhibit #6

## Greystone Fee and Billing Rates

Canterbury Park Horse Barn Additions

August 23, 2022

### Greystone Construction Fee

5.00% overhead and profit add to all project costs\*

\* excluding fee on 3<sup>rd</sup> party design costs

### General Conditions (see billing rates below)

- Project Manager
- Project Assistant
- Project Accountant
- Project Superintendent
- Assistant Superintendent
- Safety Director

### Greystone Construction Billing Rates

Project Manager	\$148/hr
Project Assistant	\$85/hr
Project Accountant	\$85/hr
Project Superintendent	\$129/hr
Assistant Superintendent	\$95/hr
Safety Director	\$148/hr
Craftsperson	\$105/hr



## **Greystone Reimbursables**

Including, but not limited to:

- Procore Construction Management Software
- Project Office / Storage Container
- Project Office Equipment
- Mobilization / Demobilization
- Safety Requirements (supplies and equipment)
- Project Signage (Construction Signs)
- Dumpsters
- Misc. Supplies
- Drawing Reproduction (during construction)
- Shipping, Freight And Postage
- Portable Toilets

## **Special Conditions**

Including, but not limited to:

- Site Equipment
- Final Clean-up
- General Clean-Up
- Street Sweeping
- Special Inspections & Testing
- Construction Staking/Surveying
- Temporary Fencing

End of Document



Item 7 -  
Approval of 2023  
Appointment of  
Chief Veterinarian

## CURRICULUM VITAE

**Lynn Rolland Hovda, RPH, DVM, MS**  
**Diplomate, American College of Veterinary Internal Medicine**  
**The Flying J Veterinary Clinic, PLLC**  
**5253 Salem Lane**  
**Loretto, Minnesota 55357**  
**763-498-7237**

### EDUCATION

June 1991	Diplomate, American College of Veterinary Internal Medicine
May 1989	MS, Veterinary Science University of Wisconsin, Madison, WI
July 1989	Large Animal Internal Medicine Residency College of Veterinary Medicine University of Wisconsin, Madison, WI
July 1986	Large Animal Internship School of Veterinary Medicine University of Georgia, Athens, GA
June 1985	DVM, College of Veterinary Medicine University of Minnesota, St. Paul, MN
June 1983	BS, Veterinary Science University of Minnesota, St. Paul, MN
May 1978	BS, Pharmacy North Dakota State University, Fargo, ND

### MS THESIS

Hovda, LR. Selected postprandial hormone responses, clinicopathologic changes, and growth parameters in normal calves and in chronically diarrheic calves fed traditionally or with partial parenteral nutrition. MS Thesis, Department of Veterinary Science, University of Wisconsin, 1989.

### POSITIONS HELD

April 1994 – Present	Chief Commission Veterinarian, Minnesota Racing Commission, Shakopee, MN
September 2004 – Present	Director, Veterinary Medicine, SafetyCall International and Pet Poison Helpline, Bloomington, MN
March 2013 – September 2014	Veterinary Consultant, Massachusetts Gaming Commission, Suffolk Downs and Plainridge Racetrack, Boston, MA



January 2006 – Present	Adjunct Professor, University of Minnesota, College of Veterinary Medicine, St. Paul, MN
July 1991 – Present	Flying J Veterinary Clinic, PLLC, Equine and Llama Private Practice, Loretto, MN
September 1997 – July 2004	Director, Veterinary Services, Prosar, St. Paul, MN
February 1992 – April 1997	Veterinarian and Pharmacist, Minnesota Regional Poison Control Center and Hazardous Information Services, Minneapolis, MN
April 1994 – September 1994	Assistant Racing Commission Veterinarian, Iowa Racing Gaming Commission, Prairie Meadows Racetrack, Des Moines, IA
July 1992 – April 1994	Assistant Commission Veterinarian, Minnesota Racing Commission, Shakopee, MN
July 1990 – July 1991	Veterinary Medicine Director, Equine Medicine, Equine Hospitals, Inc., Hastings, MN
July 1986 – July 1990	Large Animal Internal Medicine Resident, University of Wisconsin, Madison, WI
July 1985 – July 1986	Large Animal Intern, University of Georgia, Athens, GA
July 1980 – July 1982	Staff Pharmacist, St. Paul Ramsey Medical Center and Regional Poison Control Center, St. Paul, MN
July 1978 – September 1981	Pharmacist, Minnesota Correctional Facility for Woman, Shakopee, MN
June 1978 – July 1979	Staff Pharmacist, University of Minnesota Hospitals, Minneapolis, MN

## ACADEMICS

- Course co-coordinator, CVM 6195 (Veterinary Toxicology), University of Minnesota College of Veterinary Medicine, St. Paul, MN; 2010 to present.
- Instructor, VPM 3101W (Animal Toxicology and the Environment), University of Minnesota, Veterinary Population Medicine, St. Paul, MN; 2013-2015.
- Lecturer, CVM 6753 (Advanced Equine Electives), University of Minnesota, College of Veterinary Medicine, St. Paul, MN; 2012 to present.
- Externship Preceptor, University of Minnesota, College of Veterinary Medicine, St. Paul, MN; 2010 to present

## PROFESSIONAL ACTIVITIES

- American Association of Equine Practitioners - Task Force on Equine Medications (2013 to 2016)
- American Association of Equine Practitioners - Task Force on Bisphosphonates 2018
- American Association of Equine Practitioners - Racing Committee (2017 to 2019)
- American College of Veterinary Internal Medicine - Ruminant Training Committee Chair (2012-2015)
- American College of Veterinary Internal Medicine - Examination Review Committee (2012 to 2015)
- American College of Veterinary Internal Medicine - Examination Preparation Committee (2017)
- American College of Veterinary Internal Medicine - Abstract Review Committee (2010-2012; 2013 to 2017)
- American College of Veterinary Internal Medicine - Past Chair, Credentials Committee
- American College of Veterinary Internal Medicine - Past Chair, Large Animal Program Committee
- American College of Veterinary Internal Medicine - Past Chair, Resident Training Committee
- American Quarter Horse Association – Animal Welfare Commission (2019 – present)
- Association of Racing Commissioners International - Drug Testing Standard Practices Committee (2012 to present)
- Association of Racing Commissioners International - Racing Regulatory Veterinarians Committee (2012 to present)
- Association of Racing Commissioners International - Standardbred Committee (2013 to 2021)
- Association of Regulatory Racetrack Veterinarians - ARCI Chair (2012 to 2019)
- Journal of Bioequivalence & Bioavailability article reviewer (past)
- Journal of Veterinary Emergency Medicine and Clinical Care article reviewer (past)
- Minnesota Equine Research Council - Grant Committee (2000-2004)
- Racing Medication and Testing Consortium - Board of Directors (2012 to present)
- Racing Medication and Testing Consortium - Communications Subcommittee (2015 to present)
- Racing Medication and Testing Consortium – EQAP (external quality assessment) Committee (2018 to present)
- Racing Medication and Testing Consortium - Scientific Advisory Committee (2012 to present)
- Racing Medication and Testing Consortium - Tactical Review Committee (2013 to present)
- University of Minnesota Equine Grants Council (2004 to 2016)
- Welfare and Safety of Horse - On Track Injury Reporting Committee (2006 – 2008)

## SCIENTIFIC ORGANIZATIONS

American Association of Equine Practitioners (AAEP)  
American College of Veterinary Internal Medicine (ACVIM)  
American Veterinary Medical Association (AVMA)  
Association of Regulatory Racetrack Veterinarians (ARRV)  
Minnesota Equine Practitioners Association (MEPA)

## PRESENTATIONS

### Abstracts with Posters

- Brutlag AG, Hovda LR, Della Ripa RM. Corneal Ulceration in a Dog Following Walking Stick Envenomation, North American Clinical Toxicology Annual Scientific Meeting, Toronto, Canada, September 2008.

- Wilson J, Hovda LR. An Observational Study of Racehorse Swimming, 5<sup>th</sup> International Symposium on Rehabilitation and Physical Therapy in Veterinary Medicine, Minneapolis, MN, August 2008.
- Martinson K, Hovda LR, Murphy M. Plants Poisonous or Harmful to Horses, North Central Weed Science Society Annual Meeting, Milwaukee, WI, December 2006.
- Hovda LR, Kingston RL. Cacao Bean Mulch Poisoning in Dogs, AAPC/AACT/CAPCC Annual Scientific Meeting, Salt Lake City, UT, September 1994.
- Hovda LR, McManus AM. Yohimbine for Amitraz Poisoning in Dogs, AAPC/AACT/CAPCC Annual Scientific Meeting, New York City, NY, September 1993.
- Hovda LR, Rose ML. Hoary Alyssum (*Berteroa incana*) Toxicity in a Herd of Broodmares, AAPCC/AACT/CAPCC Annual Scientific Meeting, Tampa, FL, September 1992.
- Hovda LR, McGuirk SM. The Use of Parenteral Nutrition in Neonatal Llamas, Critical Care Nutritional Support in Large and Small Animal Patients: A Symposium, East Lansing, MI, October 1988.
- Hovda LR, McGuirk SM, Lunn DP. Total Parenteral Nutrition in the Neonatal Llama, Int Society of Veterinary Perinatologists' Biennial Meeting, Orlando, FL, January 1988.

### **Abstracts with Presentations**

- Peterson K, Lee JA, Hovda LR. Phenylpropanolamine toxicosis in dogs: 170 cases (2004-2009). Int Vet Emerg Crit Care Society. September 2010.
- Gray S, Lee JA, Hovda L, Brutlag AG. Zinc phosphide rodenticide toxicosis in dogs: 362 cases (2004-2009). Int Vet Emerg Crit Care Society. September 2010.
- Hovda LR, McGuirk SM. Enteral Support to Critically Ill Neonatal Ruminants. Proceedings Critical Care Nutritional Support in Large and Small Animal Patients, 1988.
- Sweeney RW, Hovda LR, Divers TJ, et al. A Comparison of Parenteral Nutrition and Traditional Therapy in Calves with Diarrhea, Proceedings, Am Col Vet Int Med 1988.

### **Continuing Education Presentations – Local**

- Equine Plant Toxicosis, DVM rounds, October 2018
- Holiday Toxins, U of M Small Animal Club, November 2016
- Equine Toxicosis, DVM rounds, April 2015
- Methionine, phenylpropanolamine, and other oldies but goodies, DVM rounds, November 2013.
- Common Equine Toxins. DVM rounds, July 2013.
- Poisonous Plants in Your Garden, Animal Care Foundation of Minnesota, May 2013.

- Toxicology Calculations 101, DVM rounds, January 2013 and March 2013.
- Plant toxins, Hovda LR. Minnesota Arboretum, June 2012.
- “Antique” Poisons in Your Garage and Basement, PPH CE for area practitioners, July 2012.
- Zoological Drug Toxicities, Hovda LR. Minnesota Arboretum, March 2006.
- Large and Small Animal Pyrethrin Toxicities, Hovda LR. Central Minnesota Society of Veterinarians, June 1992.
- Foaling Season 1991 - Are You Ready? Hovda LR. Heart O’Lakes Veterinary Association Winter Meeting, February 1991.
- Equine Rehabilitation Using the Wet/Dry Treadmill, Hovda LR, Gordon BG. SW Minnesota Veterinary Association, November 1990.
- Fluid Therapy in Neonatal Calves, Hovda LR. Coulee Region Veterinary Association Spring Meeting, May 1989.
- Intravenous Fluid and Electrolyte Therapy, Hovda LR. University of Wisconsin-Madison Postgraduate Conference, June 1988.
- Utilization of Intravenous Catheters, Hovda LR. University of Wisconsin-Madison Postgraduate Conference, June 1988.
- Abdominocentesis and Abdominal Drains, Hovda LR. University of Wisconsin-Madison Postgraduate Conference, June 1987.

### **Lay Presentations**

- Plant Toxicities, Hovda LR. Minnesota Horse Expo, St. Paul, MN, April 2009.
- Pet Poisonings, Hovda LR. WCCO Radio Broadcast, Minneapolis, MN. August 2007.
- Therapy of Orphan Llamas, Hovda LR. Llamas of Minnesota Spring Meeting, Hastings, MN, March 1991.
- Your First Foal, Hovda LR. Minnesota Arabian Horse breeders’ Fall Meeting, St. Paul MN, November 1990.
- Equine Medicine, Hovda LR. On the Rail-Cable TV Broadcast, Minneapolis, MN, July 1990, August 1990, July 1991, September 1991, May 1992.
- You and Your Endurance Horse, Hovda LR. Midwest Horse Fair, Madison, WI, April 1987.
- A Foal’s First Year, Hovda LR. Student Chapter of AAEP - Annual Horsemen’s Conference, Madison, WI. May 1987.

## **Professional Presentations**

- Protecting the Welfare of Minnesota Racehorses. Minnesota State Bar Association, Animal Law Section, Minneapolis, MN, June 14, 2022.
- Post-Race Assessment. RMTC Regulatory Continuing Education Conference, Santa Anita Racetrack, March 2-3, 2020.
- Equine Drug Testing, RMTC Regulatory Continuing Education Conference, Fort Lauderdale, FL, March 3-4, 2019.
- CBD Overview. ARCI Annual Meeting, Arcadia, CA, April 7, 2019.
- The Worst Things in Racing. RMTC Regulatory Continuing Education Conference, Lexington, KY, June 25, 2018.
- Paddock to the Starting Gate – Regulatory Veterinarian’s Role. Presentation and Panel Discussion. RMTC Regulatory Veterinarians Continuing Education Conference, Lexington, KY, June 25, 2018.
- Impacts of Weather – Equine Health and Business Decisions Panel Discussion, Arroyo E, Hovda LR, Johnston J, Sinatra S, Lexington, KY. June 27, 2018.
- Bisphosphonate Overview. ARCI annual meeting, Hot Springs, AR, April 4, 2018.
- Nomefensine – Is It a Regulatory Problem. Association of Racing Regulatory Veterinarians, San Antonio, TX, November 16, 2017.
- Compounded Medications, Hovda LR, Stanley S, Benson D. Welfare and Safety Summit, Lexington, KY, July 2, 2016.
- AAEP Racetrack Injury Management. NTRA 16 annual Track Superintendents Conference, Canterbury Park, Shakopee, MN. June 13, 2017.
- Compounded Medications, Hovda LR. ARCI annual meeting, Tampa, FL, April 20, 2015.
- Illegal and Seized Medications, Hovda LR. AORC annual meeting, Tampa, FL, April 21, 2015.
- Prerace Testing Program, Hartmann P, Hovda LR. AORC annual meeting, Tampa, FL, April 21, 2015.
- Top 10 Canine Toxins, Top 10 Feline Toxins. Hovda LR. North Texas District Veterinarians Association, Waco TX, November 2013.
- Pharmacokinetics Made Easy. Hovda LR. American College of Veterinary Internal Medicine. San Antonio, TX, November 2011.
- Piroplasmiasis, Where Are We? American Academy of Veterinary and Comparative Toxicology (AAVDL conference), Minneapolis, MN, November 2010.
- Topical Flea and Tick Control, Lebak J, Brutlag A, Hovda LR. Minnesota Veterinary Medicine Association annual meeting, Minneapolis, MN, February 2008.
- Rodenticides, Lebak J, Brutlag A, Hovda LR. Minnesota Veterinary Medicine Association annual meeting, Minneapolis, MN, February 2008.

- Racehorse Injuries, Wilson J, Hovda LR. 5<sup>th</sup> International Symposium on Rehabilitation and Physical Therapy in Veterinary Medicine, Minneapolis, MN, August 2008.
- Large Animal Toxicities, Hovda LR. Iowa Student Chapter of AAEP, Ames, IA, November 2006 and 2007.
- Around the Track at Canterbury, Hovda LR. Minnesota Veterinary Medicine Association Annual Meeting, Minneapolis, MN, February 2004.
- Heat Stroke, Hovda LR. Minnesota Student Chapter of AEPP, St. Paul, MN, September 2003.
- Equine Plant Toxicities, Hovda LR. Minnesota Veterinary Technicians Annual meeting, Minneapolis, MN, February 2003.
- Plant Toxicities – Common and Uncommon, Hovda LR. American College of Zoological Veterinarians Annual Meeting, Minneapolis, MN, November 2003.
- Common Small Animal Household Toxicities, Hovda LR. Minnesota Veterinary Technicians Annual Meeting, Minneapolis, MN, February 2002.
- Small Animal Plant Toxicities, Hovda LR. Minnesota Veterinary Technicians Annual Meeting, Minneapolis, MN, February 2002.
- Don't Wait Until You're Old to Wear Purple, Hovda LR. Minnesota Veterinary Technicians Annual Meeting, Minneapolis, MN, February 2002.
- Paraquat and Diquat Toxicity in Horses, Hovda LR. Am Col Vet Int Med 14th Annual Meeting. San Antonio, TX, May 1996.
- Common Plant Toxicities in Horses, Hovda LR. Am Col Vet Int Med 13th Annual Meeting. Orlando, FL, May 1995.
- Common Small Animal Plant Toxicities, Hovda LR. Am Col Vet Int Med 13th Annual Meeting. Orlando, FL, May 1995.
- Toxicological Problems in Small Ruminants, Hovda LR. Am Col Vet Int Med 12th Annual Meeting. San Francisco, CA, June 1994.
- Toxicosis from Common Household Agents, Hovda LR. Am Col Vet Int Med 10th Annual Meeting. Washington DC, May 1993.
- Immunodeficiency Diseases in Older Foals, Hovda LR. Am Col Vet Int Med 10th Annual Meeting. San Diego, CA, May 1992.
- Cephalosporins-Old, New, Investigational, Hovda LR. Am Col Vet Int Med 9th Annual Meeting. New Orleans, LA, May 1991.

- Current Concepts in Therapy of Orphan Llamas, Hovda LR. Am Vet Med Assoc Annual Meeting. Orlando, FL, July 1989.
- Equine Degenerative Myeloencephalopathy, Hovda LR. Am Vet Med Assoc Annual Meeting. Orlando, FL, July 1989.
- Diagnosis and Therapy of Foal Diarrhea, Hovda LR. Illinois Student Chapter of AAEP- Practitioners' Conference, Urbana IL, January 1988.
- Causes of Abdominal Distress in the Foal, Hovda LR, Am Vet Med Assoc Annual Meeting. Chicago, IL, July 1987.
- Foal Diarrhea, Hovda LR. Am Vet Med Assoc Annual Meeting. Chicago, IL, July 1987.

## **PUBLICATIONS**

### **Non-Referred Publications**

- DiPietro R, Hovda LR. Exotic Animal Poisonings, RVTJ 42(2); 21-23, Winter 2018
- Hovda LR. Farm Animal Toxins, Part two, RVTJ 42(1); 17-23, Fall 2018.
- Hovda LR. Farm Animal Toxins, Part one: Plants and Mycotoxins, RVTJ 41 (4), 19-21, Summer 2018.
- Hovda LR. Xylitol Toxicosis in Small Animals, RVTJ, Winter 2017.
- Marijuana Toxicosis in Small Animals, RVTJ, Winter 2016.
- Hovda LR. Battery Toxicosis in Dogs. RVTJ, Fall, 2016.
- Hovda LR. Oleander Toxicity. DVM 360, April 2016.
- Hovda LR. Hoary Alyssum Toxicosis in Horses. DVM 360, January 2016.
- Hovda LR. Common Drug Store Toxins, RVTJ, Spring 2016.
- Hovda TK, Hovda LR. Carbon Monoxide Poisoning, RVTJ 2015; 39(2):
- Hovda LR. Tremorgenic Mycotoxins, RVTJ 2015; 39(1): 32
- Hovda LR. Lilies and Kitties. RVTJ 2015; 38(4): 15
- Hovda LR. Blue Green Algae (*Cyanobacteria*). RVTJ 2014; 37(4): 30-31.
- Hovda TK, Hovda LR. Soaps, Detergents, and Fabric Softeners. RVTJ 2014; (38(1): 32-36.
- Hovda LR, Methionine Toxicosis in Dogs. RVTJ 2014; 37(3): 36-37.
- Hovda LR, Holiday Equine Toxins, Saddle and Stirrups, November 2013.

- Hovda LR, Five Plants Poisonous to Horses, Saddle and Stirrups, May 2013.
- Hovda LR, Five Trees Poisonous to Horses, Saddle and Stirrups, June 2013.
- Hovda TK, Hovda LR. Canine poisons in the tack trunk. Can Tech News, Dec 2013.
- Dee T, Hovda LR. Cholecalciferol toxicosis. Veterinary Technician 2012: E1-E4.
- Hovda LR. Protect horses from heat exhaustion and heat stroke. DVM 360, July 2011.
- Hovda LR. Top 5 poisonous plants to avoid in horses! Part I Sept 1, 2010.  
<http://veterinaryteam.dvm360.com/firstline/article/articleDetail.jsp?id=684956>.
- Hovda LR. Top 5 poisonous plants to avoid in horses! Part II November 22, 2010.  
<http://veterinaryteam.dvm360.com/firstline/article/articleDetail.jsp?id=697054>.
- Martinson K, Murphy M, Hovda LR, et al. Common Pasture Plants. Minnesota Extension Service publication, 2009.
- Martinson K, Hovda LR, Murphy M. Plants Toxic to Horses. Minnesota Extension Service publication, 2007.
- Hovda LR. Paraquat and diquat toxicity in horses. Proc Am Col Vet Int Med 1996; 14:526-528.
- Hovda LR. Common plant toxicities in horses. Proc Am Col Vet Int Med 1995; 13:568-570.
- Hovda LR. Plants toxic to dogs and cats. Proc Am Col Vet Int Med 1995; 13:617-619.
- Hovda LR. Toxicological problems in small ruminants. Proc Am Col Vet Int Med 1994; 12:645-648.
- Hovda LR. Herbicide toxicities in large animals. Proc Am Col Vet Int Med 1994; 12:546-548.
- Hovda LR. Toxicities from common household agents. Proc Am Col Vet Int Med 1993; 11:282-285.
- Hovda LR. Immunodeficiency diseases in older foals. Proc Am Col Vet Int Med 1992; 10:427-429.
- Hovda LR. Failure of passive transfer in llamas. Llamas of Minnesota Spring Newsletter 1991; 4:3.
- Hovda LR. Cephalosporins - old, new and investigational. Proc Am Col Vet Int Med 1991; 9:489-492.
- Hovda LR, McGuirk SM. Oral fluid therapy in neonatal calves. UWVMT, Newsletter 1989.
- Duerst G, Hovda LR. Equine intravenous catheters. Veterinary Technician 1989; 10:516-519.
- Hovda LR, McGuirk SM. Choosing an appropriate oral electrolyte solution for use in diarrheic calves. Int Soc of Vet Perinatology Newsletter 1988; 1:5-6.



## Refereed Publications

- Schmid RD, Lombardo D, Hovda LR. Suspected Intermediate Syndrome in a Dog after Organophosphate Poisoning. *J Vet Emerg Crit Care*. Submitted March 2022.
- Becker J, Brutlag A, Hovda LR. A retrospective evaluation of hops ingestion in 177 dogs (2005-2018) *J Vet Emerg Crit Care*. Accepted for publication, April 2022.
- Carpenter MM, Hovda LR. Alpha lipoic acid toxicosis in cats (2008-2016): Four cases. *J Vet Emerg Crit Care* 2022; 32(2):249-253.
- Handley HG, Hovda LR. Risks of exposure to liquid laundry detergent pods compared to traditional laundry detergents in dogs. *J Vet Emerg Crit Care* 2021; 3(31):396-401.
- Knych HK, McKemie DS, Seminoff K, Hartmann P, Hovda LR, Benson D. L- and D-threo ethylphenidate concentrations, pharmacokinetics, and pharmacodynamics in horses. *Drug Test Anal*. 2018;1-10.
- Schmid RD, Hovda LR. Mirabegron Toxicosis in Dogs: a Retrospective Study. *Journal of Medical Toxicology* 2018; 18:1-8.
- Schmid RD, Hovda LR. Acute Hepatic Failure in a Dog after Xylitol Ingestion. *Journal of Medical Toxicology* 2015; 21:1-5.
- Pugh CM, Lee JA, Bloch CP, Sweeney J, Hovda LR. Selective Serotonin Reuptake Inhibitor (SSRI) toxicosis in cats: 33 cases (2004-2010). *J Vet Emerg Crit Care* 2013; 23(5): 565-567.
- Khorzad R, Lee JA, Hovda LR, Whelan M, et al. Baclofen toxicosis in dogs and cats: 145 cases (2004-2010). *J Am Vet Med Assoc* 2012; 241(8): 1059-1064.
- Reinker LN, Lee JA, Hovda LR, Rishniw M. Cardiovascular abnormalities secondary to pimobendan toxicosis in 5 of 7 dogs. *J Amer Hosp Assoc* 2012; 48: 1-6.
- Thomas D, Lee JA, Hovda LR. Selective serotonin reuptake inhibitor toxicosis in dogs: 350 cases (2004-2010) *J Vet Emerg Crit Care* 2012; 22(6): 674-691.
- Lancaster A, Lee JA, Hovda LR, et al. Sleep aid toxicosis in dogs: 317 cases (2004-2010). *J Vet Emerg Crit Care* 2011; 21(6): 658-665.
- Novotney TE, Hardin SN, Hovda LR, et al. Tobacco and cigarette butt consumption in animals and humans. *Tobacco Control* 2011; 20S1: 117-20.
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**PHARMACY LICENSES (CURRENT)**

Minnesota  
North Dakota

**VETERINARY LICENSES (CURRENT)**

Florida  
Iowa  
Massachusetts  
Minnesota  
North Dakota  
Wisconsin

Item 8 -  
Approval of 2023  
Appointment of Board  
of Stewards

## Randy Blaseg

### OBJECTIVE:

Steward position

### QUALIFICATIONS

Strength in analyzing, problem solving, and negotiation.  
Proven ability to reach accurate and objective conclusions.  
Outstanding skills in building trust and dealing effectively with people.  
Computer skills – competent in Word

### EDUCATION & LICENSES

B.S. Liberal Arts Regents College ---Albany, New York  
Black Hills State University --- Spearfish, South Dakota  
Steward Accreditation Program --- University of Louisville  
Steward Accreditation License – current with ROAP

### PROFESSIONAL EXPERIENCE

**Alternate State Steward**, Prairie Meadows Race Track, Canterbury Park Race Track, 2017 - 2020

**Presiding/Associate State Steward**, Colorado Racing Commission, Arapahoe Race Track, (May – August) 2010-2014

**State Steward**, New Mexico Racing Commission, The Downs in Albuquerque (August – November), 2009, 2010, 2012

**Director of Racing for the ND Racing Commission**, 2006 - 2009

Responsible for drafting pari-mutuel legislation, and revising rules and regulations including account wagering conducted over the internet.

**Chief State Steward**, South Dakota Gaming Commission, Stanley County Fairgrounds & Brown County Fairgrounds, Spring 1996 – 2005

**Chief State Steward**, North Dakota Racing Commission, Fall 1996 - 2005

**Steward**, Nebraska Racing Commission, Horseman's Park in Omaha, 2001 & 2002

**Chief State Steward & State Steward**, Kansas Racing Commission, The Woodlands & Eureka Downs, 1990-1994

**State Steward**, Texas Racing Commission, Manor Downs, 1990

**Association Steward**, Nebraska Racing Commission, Atokad Park & Agriculture Park, 1988 & 1989

**Assistant Racing Secretary, Paddock Judge, Identifier, Clocker**, 1989

**Trainer** 1970 – 1984,

Thoroughbred horse training business that participated at tracks located throughout seven states and Canada.

**Licensed Jockey**, 1966-1971

### JOB RESPONSIBILITIES

Judged live racing of both quarter horse and thoroughbreds. Reviewed licensing applications, analyzed examination reports, evaluated financial statements, monitored daily race track activities and pari-mutuels, investigated irregularities and response to public/industry inquiries.



ATTACHMENT E: REFERENCE FORM

Responder/Company Name:

Contact Name: *Dave Hooper*

Address: *retired Steward*

Email: [REDACTED]

Phone Number: [REDACTED]

Responder/Company Name:

Contact Name: *William Crawford*

Address: *Ohio Executive Director*

Email: [REDACTED]

Phone Number: [REDACTED]

Responder/Company Name:


Contact Name: *Don Burman*

Address: *retired Director of Colorado Racing*

Email: [REDACTED]

Phone Number: [REDACTED]

RANDY L. BLASEG



## **ESSAY – A SIGNIFICANT THREAT IN HORSE RACING**

One area that can cause great damage to the image of racing is the perception by the public that the horses are being abused in the horse racing industry.

There are several actions that we as stewards can do to help keep this from occurring. We must make every effort to prevent unsound horses from participating in races. All racetracks need to follow the policy that horses entered in races must pass the pre-race examinations performed by state veterinarians. This helps prevent horses from having unnecessary breakdowns during the race.

In addition to this, racing officials should prevent the excessive use of the riding crop by the jockeys. The patrons want to see horses race but not be abused.

We must be vigilant in the care and welfare of all the horses at each race track.

It is important for our racing patrons to go home with a good impression and have enjoyed watching the sport of horse racing. There is so much more to racing than simply winning.

## GREGORY C. HOSCH



### Objective

To work within the Horse Racing Industry as a Racing Steward using my extensive knowledge and experience interpreting and enforcing the rules of racing while always upholding the integrity of racing. Ensure the safety and welfare of the riders, horses and backside personnel. Enforce and implement the rules of racing fairly and consistently with the utmost integrity to instill confidence not only with racing personnel but also within the betting public.

### Ability Summary

- Extensive experience within all facets of the Racing Industry.
- Accredited/experienced Steward with extensive knowledge in all sectors of racing.
- Over 11 years of experience in the manager/director position for horse racing operations, managing 200 plus employees
- Outstanding customer service skills, with a keen ability to assess customer satisfaction as well as build and maintain rapport
- Expertise in managing multi-faceted and fast-paced business
- Strong problem-solving orientation
- Extensive experience in Regulatory and Legislative processes

### Employment History

#### State Steward

Indiana State Horse Racing Commission, Indianapolis, IN  
Indiana Grand Racing & Casino, 04/2018 – 11/2018 & 04/2019 – 11/2019

- Interpret and enforce the Indiana State Racing Laws and Rules.
- Decide all questions of Racing not specifically covered by the rules.
- Resolve conflicts related to racing and discipline violators.
- Oversee all areas of the Race Meeting to ensure compliance with the Indiana Racing Rules.
- Oversee Race draws, scratches and check weights and eligibility daily.
- Conduct fair and impartial hearings while affording due process always.
- Decide all objections and inquiries in a fair and consistent manner.
- Watch for any irregular betting patterns within the pari-mutuel wagering pools.

## **State Steward (Presiding 2017)**

Colorado Department of Revenue, Division of Racing Events – Lakewood, CO  
Arapahoe Park, 05/2016 – 08/2016 & 5/2017 – 8/2017

- Interpret and enforce the Colorado State Racing Laws and Rules.
- Decide all questions of Racing not specifically covered by the rules.
- Resolve conflicts related to racing and discipline violators.
- Oversee all areas of the Race Meeting to insure compliance with the Colorado Racing Rules.
- Conduct fair and impartial hearings while affording due process always.
- Decide all objections and inquiries in a fair and consistent manner.
- Watch for any irregular betting patterns within the pari-mutuel wagering pools.
- Produce daily reports for the Colorado Racing Commission.

## **Racing Official**

Indian Grand Racing & Casino – Shelbyville, IN  
08/2017 – 10/2017

- Assistant Racing Secretary

Indian Grand Racing & Casino – Shelbyville, IN  
09/2016 – 10/2016

- Temporary assignment filling in wherever needed within the Racing Department including Placing Judge, Paddock Judge, taking entries while always protecting the integrity of racing.

## **General Manager/Vice-President of Racing**

Horsemen's Park/Omaha Exposition & Racing Inc. – Omaha, NE  
09/2007 – 06/2015

- Managed all aspects of the day to day business of Horsemen's Park, including budgeting, Live/Simulcast racing operations, Cleaning, Maintenance, Mutuels and Racing Departments.
- Oversaw the operations of the Lincoln property. (Lincoln Race Course)
- Assisted in the design and construction of Lincoln Race Course.
- Negotiated all contracts both Domestic and International.
- Worked with Lobbyists and Legislators in drafting Racing Legislation and provided legislative hearing testimony.
- Represented Horsemen's Park on the Board of Directors of the TRA.
- Ensured that all operations are conducted within the scope of Nebraska State statutes regarding Horse Racing and within the rules and regulations of the Nebraska State Racing Commission.
- Addressed and resolved customer concerns and disputes that were escalated.
- Provided training and mentoring for the subordinates.

## **Director of Racing Operations**

Nebraska State Fair Park – Grand Island, NE (Formerly Lincoln, NE)  
11/2004 - 09/2007

- Managed all aspects of the Live/Simulcast horse racing operation, including budgeting, and overseeing the Racing, Mutuels, Food & Beverage, Maintenance and Security departments
- Conducted hiring and training for up to 120 employees
- Worked closely with State Fair Committee members to ensure the operations' adherence to policies and procedures
- Tactfully resolved customer concerns and disputes
- Monitored the facility to ensure participants' safety and satisfaction

## **General Manager**

Horsemen's Atokad Downs – South Sioux City, NE  
03/2002 – 10/2004

- Managed all aspects of the Live/Simulcast horse racing operation, overseeing Administrative, Food & Beverage, Mutuels, Maintenance, Security and Racing Departments
- Handled all budgeting and contract negotiations.
- Tactfully resolved customer concerns and disputes
- Monitored the facility to ensure participants' safety and satisfaction

## **IT Operations Technician**

TD Ameritrade – Omaha, NE  
06/2000 – 10/2001

- Performed technical duties as assigned, daily backups, printing and distribution of reports.

## **Previous Racing Licenses Held (1974-2001)**

Racing Secretary – Nebraska (Aksarben, Horsemen's Park, State Fair Park, Columbus, Atokad)

Steward – Nebraska (State Fair Park, Columbus Races, Lincoln Race Course)

Assistant Racing Secretary – Nebraska (State Fair Park, Columbus Races, Atokad Downs)

Placing Judge – Oklahoma (Remington Park)

Paddock Judge/Patrol Judge – Kentucky (Turfway Park, Keeneland) Nebraska (Fonner Park)

Clerk of Scales – Nebraska (Aksarben)

Program Coordinator – Florida (Tampa Bay Downs) Nebraska (Aksarben)

Assistant Starter – Nebraska (Fonner Park, State Fair Park, Columbus Races)

Owner/Trainer – Nebraska, Illinois

Jockey Agent – Nebraska, Michigan

## **Education/Training**

Associates Degree (Computer Science) – Metropolitan Community College, Omaha, NE 05/2000

Accredited Racing Steward, University of Louisville (Racing Officials Accreditation Program) 11/1996

Military – U.S. Army 1969-1971 – Honorable Discharge

## **Additional Experience**

TRA Board of Directors – (2008-2014)

Legislative Candidate – District 36 Candidate for the Nebraska State Legislature advancing from the May 2014 primary to the 2014 general election. (Unsuccessful in the general election)

**References:**

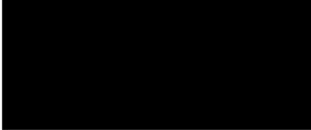
Dennis Lee, Chairman, Nebraska Racing Commission



Robert Pollock, Nebraska State Steward

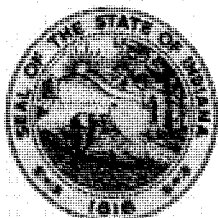


Tom Sage, Executive Director, Nebraska Racing Commission



Jeff Gaylen, Nebraska Racing Commissioner/Attorney





# State of Indiana Indiana Horse Racing Commission

Eric Holcomb, Governor

[www.in.gov/hrc](http://www.in.gov/hrc)



February 15, 2020

To Whom It May Concern:

It is my pleasure to offer this letter of recommendation for Greg Hosch. Not only have I had the opportunity to work with Greg in his capacity as Associate Steward with the Indiana Horse Racing Commission, but I have also worked with him during his time as an Assistant Racing Secretary for Indiana Grand Racetrack.

As an Associate Steward in Indiana, Greg demonstrated the ability to work in an atmosphere that is very fast paced and at times, can place you in a somewhat contentious position. Along with being a certified Level 2 Steward and being knowledgeable about horse racing in general, Greg has the unique ability to retain his composure in situations that can become somewhat unpredictable at times – whether it be in his role as an Assistant Racing Secretary or an Associate Steward.

I have no doubt Greg will make a strong addition to your team. Greg exhibits solid communication skills that allow him to work well with horsemen and office staff. I am confident with his racing knowledge along with his professional experience and personal qualities, his skill set will make him a strong addition to your organization.

Sincerely,

A handwritten signature in cursive script that reads "Deena Pitman".

Deena Pitman  
Executive Director



Association of Racing Commissioners International, Inc.

Stewards Certificate of Accreditation

This is to Certify that

**Greg Hosch**

has completed all requirements and passed all examinations for accreditation as a racing steward. The program is administered by the RCI through the University of Arizona and the University of Louisville and is supported by the American Quarter Horse Association, The Jockey Club and the Thoroughbred Racing Associations. Issued at Lexington, Kentucky, on the 15TH day of September, in the year 1996.

  
For the University of Louisville

  
President, RCI





## Integrity Essay

I believe there is as wide array of threats to the integrity of horse racing. Here are a few that come to mind:

1. Prohibited drugs
2. Illegal activity by Industry participants
3. Confidence of the betting public

Prohibited Drugs - Obviously now with the advent of compounding labs testing has become even more important. Unfortunately, all the certified labs in the country do not have the ability to test to the same level of detection. This poses serious problems when horses travel within multiple jurisdictions and if the need arises for a split sample to be tested. The RMTC should make it mandatory that all labs meet the same standard of testing in order to receive certification. All information should be shared among Stewards and Commissions regarding the latest prohibited drugs being found. As many horses as economically feasible should be tested on each race card and specials should be called for horses that under perform their odds.

Illegal Activity by Industry Participants – When there is money involved there are always individuals that want to cheat the system. Whether it is a Jockey not putting forth his best effort, a Trainer hiding workouts, the use of prohibited drugs or hidden ownership the Stewards must be extremely vigilant in their everyday duties. Analyzing race replays, watching for irregular betting patterns and enforcing the rules of racing in a consistent and fair manner are extremely important in detecting and preventing illegal activity.

Confidence of the Betting Public – Instilling and maintaining the confidence of the betting public is of the utmost importance. Without them we have no sport! Consistency in the Stewards stand is paramount to maintaining that confidence and to earn and keep their trust and respect. Steward's inquiries and Jockey objections need to be acted upon fairly and consistently no matter who the participants are. Consistent use of the inquiry sign goes a long way towards instilling confidence and provides transparency that the Stewards are scrutinizing the race.

**ATTACHMENT E: REFERENCE FORM**

Responder/Company Name: State Steward – Nebraska Racing Commission  
Contact Name: Robert Pollock



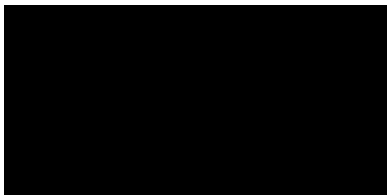
Responder/Company Name: Executive Director – Nebraska Racing Commission  
Contact Name: Tom Sage



Responder/Company Name: Commissioner/Attorney – Nebraska Racing Commission  
Contact Name: Jeff Gaylen



Reuben E. Rivera



**OBJECTIVE:**

To continue working as a Steward which requires insight, maturity and sound decisions. To be backed up with experience and consistency. The Stewards are responsible to the Commission for the conduct of the race meeting in accordance with the laws of the State and these rules. The Stewards shall enforce these rules and the racing laws of this jurisdiction. The Stewards' authority includes supervision of all racing officials, track management, licensed personnel, other persons responsible for racing and patrons, as necessary to ensure compliance with these rules. The Stewards shall have the authority to resolve conflicts or disputes related to racing and to discipline violators in accordance with the provisions of these rules.

**WORK HISTORY:**

I am presently working as a State Steward at Zia Park in Hobbs, New Mexico and worked at Ruidoso Downs and SunRay Park in Farmington for the 2021 race meet.

Worked as a State Steward at Sunland Park, Ruidoso Downs and Zia Park for the 2020 racing season.

Worked from May 2005 to the present as a State Steward (off and on, seasonally) for the New Mexico Racing Commission.

State Steward at Zia Park at Hobbs, NM for the first three weeks for 2019 season.

Ismael "Izzy" Trejo, Agency Director

State Steward at Ruidoso Downs 2019, May through September 2, 2019

Ismael "Izzy" Trejo, Agency Director

State Steward at Zia Park Racetrack and Casino in Hobbs New Mexico  
September 15 to December 19, 2018

Ismael "Izzy" Trejo, Agency Director

State Steward at Ruidoso Downs and Casino

April 25 to September 3, 2018

Ismael "Izzy" Trejo, Agency Director

State Steward at Sunland Park Race Track and Casino

December 27<sup>th</sup>, 2017 to April 22, 2018

Ismael "Izzy" Trejo

Worked the above position for 2015 as a State Steward.

Clerk of Scales at Sunland Park Racetrack and Casino

December 07, 2014 to April 13, 2015 (end of the racing season)

Dustin Dix – Director of Racing

Rick Baugh- General Manager

State Steward at Sun Ray Park in Farmington, New Mexico

April 17<sup>th</sup>, to the middle of July 2014

Vince Mares – Agency Director

**Presiding State Steward at The Downs at Albuquerque**

August 08, 2014 to October 26<sup>th</sup>, 2014

Vince Mares- Agency Director

Worked in the same jobs as above for the years from 2009 to 2014.

**Association Steward**

May 23, 2009 to Present. Association Steward, Yavapai Downs at Prescott Valley, AZ.

Gary Spiker- General Manager

Randy Fozzard- Director of Racing

**Clerk of Scales at Sunland Park Race Track & Casino**

December 15, 2008 to May 2<sup>nd</sup>, 2009 (end of Sunland Park racing season).

Harold Payne- General Manager

Dustin Dix- Director of Racing

**Clerk of Scales Zia Race Track**

**Also worked as an Entry Clerk.**

October 7, to December 13, 2008, (end of the 2008 racing season)

Rick Baugh- Director of Racing

**Association Steward**

May 12, to September 3<sup>rd</sup>, 2008. Association Steward at Yavapai Downs at Prescott Valley in Arizona.

Jim Grundy- General Manager

Randy Fozzard- Director of Racing

**Assistant Racing Secretary- Placing Judge**

**Manor Downs, Austin, Texas**

February 7<sup>th</sup> to April 27<sup>th</sup>, 2008

Jerry Richards- Racing Secretary

**State Steward**

Ruidoso Downs summer of 2005

Zia Park at Hobbs, NM, 2005 opening year.

General Manager, Randy Fozzard

**State Steward**

Two and half years prior at all the New Mexico race tracks.

**State Investigator IV**

Worked as a NMRC State Investigator for three years before becoming a Steward.

**EDUCATION**

Bachelor's Degree in criminal justice, New Mexico State University in Las Cruces, 2001.

Minor in computer crimes.

Notary Public for the State of New Mexico since 2005.

**SOFTWARE/SYSTEM SKILLS**

Microsoft office (Words, Excel, PowerPoint)

**LANGUAGE SKILLS**

Speak, read, and write fluent Spanish

**REFERENCES**

**Dustin Dix, Director of Racing at Sunland Park Racetrack, [REDACTED]**

**Rick Baugh, General Manager at Sunland Park, [REDACTED]**

Item 9 -  
Approval of 2023  
Appointment of Board  
of Judges

# ROBERT D. COREY

## Summary of Qualifications

Vast knowledge of the racing industry acquired from forty years of personal involvement in all aspects of owning, breeding, raising, selling, training, and racing at pari-mutuel racetracks from Canada to Florida.

The last ten years I have been in the regulatory area, many of these while serving as presiding judge. I have been instrumental in gaining respect for the commission from racing licensees through enforcement of the rules while establishing and maintaining a valuable rapport with those licensees. I have also been a key advisor to investigative personnel conducting searches, as well as investigating and successful prosecution of horsemen fronting for suspended licensees. I am a firm believer in the need for racing commissions and the promulgation of racing rules.

## Professional Experience

Running Aces Harness Park Minnesota Racing Commission	April 2020 – Present Presiding Judge
Harrah's Chester (Philadelphia) Pennsylvania Dept. of Agriculture	June 2013 – Present Assoc. Judge, first fill-in Assoc. Judge
Colonial Downs New Kent, VA	September 2021 – October 2012 Commonwealth Judge
Running Aces Harness Park Columbus, MN	March 2008 – September 2012 Presiding Judge
Prairie Meadows Racetrack Altoona, IA	October – November, 2009 & 2010 Presiding Judge
Delaware Harness Racing Commission Delaware Dept. of Agriculture Identifier, Investigator, Associate and Paddock Judge	October 2008

### Regulatory Responsibilities:

- Work daily with racing commission and track management;
- Oversee all activities of licensees to maintain integrity and protect the betting public within the sport of harness racing;
- Research all laws and regulations in preparation for hearings, draft decisions based on findings of fact and applicable law, rules, and regulations. Hand down final ruling/suspension/fine.

- Observe and review each race looking for potential rule violations or infractions
- Participate in and conduct inquiries
- Prepare daily reports for the commission

Bob Corey Stable

1977-2008

Ohio, Pennsylvania, Florida, New Jersey, Delaware, Canada

- Owner and operator of public standardbred horse training stable;
- Attending to the care of approximately 45 horses;
- Managing employees' directions and work schedule;
- Daily contact with clients;
- Attending sales for enlarging/replenishing stable;
- Ordering of all supplies, equipment, and veterinary services;
- Managing bookkeeping and payroll

### **Certificate Programs**

Ohio State University Nutritional Course, Medina, OH

Racing Officials Accreditation Course, University of Louisville, Louisville, KY

USTA Racing Officials Seminar, Columbus, OH

USTA Racing Officials Seminar, Mohegan Sun, Wilkes-Barre, PA

### **Education**

Crestview High School

Columbiana, OH 44408



## References

Dr. Jaimie Reilley  
Pennsylvania State Veterinarian  
Harrah's Racetrack and Casino  
Chester, PA  
[REDACTED]

Mr. T C Lane  
Director of Officials  
United States Trotting Association  
Columbus, OH  
[REDACTED]

Mr. David Miller  
Active Hall of Fame Driver  
Cream Ridge, NJ  
[REDACTED]

Mr. Michael Hall  
Indiana Horse Racing Commission  
Presiding Judge, Hoosier Park  
Anderson, IN  
[REDACTED]

Mr. Kevin Gumm  
Indiana Horse Racing Commission  
Associate Judge, Hoosier Park  
Anderson, IN  
[REDACTED]

Being a third-generation horseman and personally being involved in harness racing in some capacity for over fifty years, I have seen so much!

A very big issue is the abuse of the medications. Every few months there is a new miracle drug that the horseman are using to enhance the performance or eliminate pain in the horses.

It takes due diligence by the commissions, regulators, and investigators to be on the look-out and to combat the use of these "basement lab produced drugs." Extensive barn searches, extensive pre-race testing, and mandatory penalties must be enforced.

Funding of this extensive testing is vitally necessary.

Integrity: Upholding integrity to the highest degree is extremely important and it starts in the judges' office. If it is conveyed to the general horseman population through stiff penalties, we can help to curtail more and more of the unethical use of chemicals. Too many racing officials become complacent!

I have always had a good rapport with the trainers and drivers at every track I have been at. They know from day one that I will enforce the rules and that I expect them to play ball legal!

BC  
Robert D. Carey / 12-12-19

**Professional Summary**

Over 20+ years working in the Standardbred industry in a variety of management level positions; involving daily racing operations and regulation. I also have 15 years in personnel management in supervisory roles.

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**Experience**

*September 2013 – Present*

**Prince George’s Racing Ventures, LLC – Rosecroft Raceway (Fort Washington, MD)**

Director of Racing  
Race Secretary  
Clerk of Course  
Program Director  
Presiding/Associate Judge (When Needed)  
Announcer (When Needed)

*May 2012 – September 2012*

**Minnesota Racing Commission (Columbus, MN)**

Associate Judge – Running Aces Harness Park

*May 2013 – September 2013*

Associate Judge – Running Aces Harness Park

*May 2014 – September 2014*

Associate Judge – Running Aces Harness Park

*May 2020 – October 2020*

Associate Judge – Running Aces Harness Park

*October 2012 – November 2012*

**Maine Racing and Fair Circuit**

Paddock Judge – Bangor Raceway  
Associate Judge – Fryeburg Fair

*August 2011 –October 2011*

**Maine Racing and Fair Circuit**

Associate Judge – Fryeburg Fair  
Pari-mutuel Clerk – Windsor Fair  
Patrol Judge – Union Fair

*April 1991 – October 1991*

**Maine Racing and Fair Circuit**

Associate Judge – Fryeburg Fair  
Associate Judge – Cumberland Fair  
Pari-Mutuel Clerk - Farmington Fair  
Patrol Judge – Windsor Fair  
Race Secretary – Topsham Fair  
Race Secretary – Skowhegan Fair  
Race Secretary – Bass Park Raceway (Bangor)

*April 1990 – October 1990*

**Muskegon Race Course (Fruitport, MI)**

Assistant Race Secretary  
Paddock Judge  
Identifier  
Starting Gate Driver  
Equipment Man

*January 1989 – April 1990*

**Sports Creek Raceway (Swartz Creek, MI)**

Assistant Race Secretary  
Patrol Judge

*March 1988 – September 1988*     **Brandywine Raceway (Wilmington, DE)**  
Assistant Race Secretary  
Charter

*September 1987 & 1988*     **Rochester Fair Association**  
Associate Judge

*April 1987 – October 1987*     **Main Racing Fair Circuit**  
Starting Gate Driver – Fryeburg Fair Associate  
Judge – Cumberland Fair  
Assistant Track Man & Pari-Mutuel Clerk – Windsor Fair  
Pari-Mutuel Clerk – Union Fair  
Associate Judge & Assistant Track Man – Bass Park Raceway (Bangor)

*August 1985 – December 1986*     **Commonwealth Sports Properties (Foxborough, MA)**  
Assistant Race Secretary Paddock  
Judge  
Patrol Judge

*May 1985 – August 1985*     **Hinsdale Raceway, Inc. (Hinsdale, NH)**  
Race Secretary

*May 1984 – May 1985*     **Commonwealth Sports Properties (Foxborough, MA)**  
Horse Identifier  
Equipment Man  
Stable Superintendent

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**Education**

**Gardiner Area High School – 1979**  
Gardiner, ME

**BS Agriculture – Major - Animal Science - 1983**  
University of Arizona, Tucson, AZ  
Minor: Race Track Industry Program

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**Professional Affiliations**

**United States Trotting Association Licensed: Race**  
Secretary – 1986  
Associate Judge – 1985 Paddock  
Judge – 1985  
Patrol Judge – 1985  
Identifier – 1985

**Maryland Racing Commission: Licensed Racing Official**

**United States Trotting Association Officials CE Program**  
**2011** Augusta, ME

**Racing Officials Accreditation Program 2012, 2013, 2015,**  
**2017** Columbus, OH

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**Skills**

Microsoft Office  
Internet Explorer  
United States Trotting Association’s E-Track – Racetrack Software

## The importance of Integrity on the future of horse racing

As we bid the year 2019 good-bye, horse racing finds itself facing an uphill battle in the fight to make the “Sport of Kings” relevant again. Long gone are the glory days when horse racing was the only game in town. Today, the competition for the entertainment and gambling dollar is greater than ever. Beautiful new state of the art casinos seems to sprout up overnight. Lotteries are constantly rolling out new games of chance and poker tournaments have made a lucky few rich and famous, if you “knew when to hold them, know when to fold them”. Indeed, horse racing has seen its better days.

So, how do we as participants in the racing business reverse this trend? There is no cure all but, certainly placing an emphasis on integrity would be a good place to start. The wagering public needs to know that the races they are betting on are contested on an even playing field. This is our job as officials and regulators. There are rules to follow to help us succeed. We need to be diligent and focus on the job at hand. Integrity is the main building block to help secure a brighter future for horse racing.

At the 2015 World Trotting Conference in Australia, several key horse racing officials and regulators got together to try and solve the dilemmas that racing faces around the world. Most importantly are the numerous medication issues, such as the testing, classification and enforcement procedures to deter the use of illegal drugs in horse racing. Fair and consistent rules need to be implemented to clean up our sport. To everyone’s surprise, integrity was one of the main topics of discussion at this conference. It is always a good thing when industry leaders put their heads together trying to achieve one main goal to improve horse racing. When one of the special sessions at the conference is labeled “Catching the Cheats”, it’s obvious there is a problem worldwide; not just in the United States.

“Honesty”, “Moral soundness” and “Freedom from corruptive influence or motive”; these are the words and phrases Webster’s Dictionary uses to define integrity. It is of utmost importance for all the participants in the racing industry, from stewards and judges, down to a groom of a \$3,000 claimer at Running Aces, should practice integrity in our horse racing lives. We all know right from wrong and that honesty is the best policy. Integrity means always doing the right thing, especially when no one’s looking. As officials, it is what we get paid to do. We need to lead by example and avoid becoming complacent or lackadaisical in our duties. No more looking the other way when someone is breaking the rules. It is up to us to enforce those rules and penalize those who this the rules do not apply to them. Integrity is the key to ensuring a bright future for the horse racing industry. Without it, we are doomed.

# CASEY LARSON

Phone: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

## PROFESSIONAL SUMMARY

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My passion runs deep in Harness Racing and my complete understanding of making the integrity of the sport a top priority is a goal I strive for to make this the best that it can possibly be.

## EMPLOYMENT HISTORY

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May, 2017 – Present  
Iowa

Fair Presiding Judge, Iowa Harness Racing

Manage all aspects of County Fair racing including:

1. Entries & Draw
2. Condition Sheets
3. Presiding Over Numerous Race Cards
4. Managing All Other Officials
5. Managing and Supervising Detention Barn
6. Conducting Hearings for any Disciplinary Action

Aug, 2013 – Present  
Canton, South Dakota

Heavy Equipment Operator, Lincoln County Highway Department

Operate a wide variety of machinery and heavy equipment to build, maintain, and repair Lincoln County road system.

Manage highway departments computer programs in an effort to maintain all equipment's electronic components.

Document County & State required documentation to be able to file for grants and funds.

## EDUCATION

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May, 2006

High School Diploma

- Canton High School - Canton, South Dakota

## SKILLS

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Rule Interpretation

Expert

Computer Skills

Expert

Time Management

Expert

Item 10-  
Approval of  
Rescission of  
Delegation of  
Authority for Interim  
Executive Director  
Charlene Briner



# MINNESOTA DELEGATION/RESCISSION OF AUTHORITY

This document is a public record and is available for public inspection.  
Please read the instructions on the back of this form before completing it.

**1. DEPARTMENT (AGENCY, BUREAU, ETC.)**

Minnesota Racing Commission

**2. NAME OF DESIGNEE (INCLUDE TITLE)**

**Charlene Briner, Interim Executive Director**

**3. PERSON DELEGATING/RESCINDING (INCLUDE TITLE)**

**Camille McArdle, Chair**

**4. Choose one of the following actions:**

I hereby **DELEGATE** the powers and/or duties listed in No. 6 to the above named designee, effective:

I hereby **RESCIND** all prior delegations of authority on file for the above named person effective:

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

January 26, 2023

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**5. AUTHORITY CITED:**

(Please check all that apply)

Pursuant to: M.S. 15.06, Subd. 6

Pursuant to: M.S. 16C.03, Subd. 16

(By the Commissioner of Administration)

Pursuant to: M.S. \_\_\_\_\_

**6. If you are delegating powers and/or duties, mark the appropriate line(s) below.**

EXECUTE CONTRACTS

SIGN PURCHASING DOCUMENTS

(Provide details below)

(Provide details below)

OTHER (Provide details below)

DETAILS \_\_\_\_\_

**7. SIGNATURES**

\_\_\_\_\_  
DELEGATING/RESCINDING AUTHORITY

\_\_\_\_\_  
DESIGNEE

**8. Copies to:**

RESERVED FOR USE BY THE SECRETARY OF STATE



Item 11 -  
Approval of  
Delegation of  
Authority for  
Executive Director  
Kyle Gustafson



# MINNESOTA DELEGATION/RESCISSION OF AUTHORITY

This document is a public record and is available for public inspection.  
Please read the instructions on the back of this form before completing it.

**1. DEPARTMENT (AGENCY, BUREAU, ETC.)**

Minnesota Racing Commission

**2. NAME OF DESIGNEE (INCLUDE TITLE)**

Kyle Gustafson, Executive Director

**3. PERSON DELEGATING/RESCINDING (INCLUDE TITLE)**

Camille McArdle, Chair

**4. Choose one of the following actions:**

I hereby **DELEGATE** the powers and/or duties listed in No. 6 to the above named designee, effective:

I hereby **RESCIND** all prior delegations of authority on file for the above named person effective:

January 26, 2023  
Month Day Year

Month Day Year

**5. AUTHORITY CITED:**  
(Please check all that apply)

- Pursuant to: M.S. 15.06, Subd. 6
- Pursuant to: M.S. 16C.03, Subd. 16  
(By the Commissioner of Administration)
- Pursuant to: M.S. § 240.04 subd. 1(4)

6. If you are delegating powers and/or duties, mark the appropriate line(s) below.

EXECUTE CONTRACTS  
(Provide details below)

SIGN PURCHASING DOCUMENTS  
(Provide details below)

OTHER (Provide details below)

DETAILS See Attachment A

**7. SIGNATURES**

DELEGATING/RESCINDING AUTHORITY

DESIGNEE

**8. Copies to:**

RESERVED FOR USE BY THE SECRETARY OF STATE

## Attachment A

Authority to act on behalf of the Commission as follows:

1. To execute all professional/technical contracts, professional/technical services master contracts relating to all annual seasonal horse racing activities; and other contracts not exceeding \$150,000 annually; and all certification forms, annual plan letters, final payment approval forms, reports on professional/technical service contracts, joint powers agreements, interagency agreements, grant contracts, work orders, income contracts, University of Minnesota contracts, memos of understanding/agreements, request for emergency authorization and service contracts pertaining to the Minnesota Racing Commission. MS16C.05 Subd. 2.
2. To approve contracts of licensed racetracks pursuant to limits and parameters of the attached Matrix.
3. To issue, renew, suspend, and summarily suspend Class C licenses as provided in Minnesota Statutes, Section 240.08 and all applicable provisions of statute and rule.
4. To deny Class C license applications when there is substantial evidence that the applicant cannot sign or has not truthfully signed the affidavit as required by Minnesota Statutes, section 240.08, subdivision 2.
5. In conjunction with the Chair of the Finance Committee, to approve a request by a licensee to amend its plan of operation by making a rule change pertaining to a previously approved game.
6. To impose additional fines for late payment of previously assessed fines, whenever the Commission would be permitted or required to do so by rule. The additional fines may not exceed up to two times the amount of the original fine amount previously imposed and may be assessed when any fine has not been paid within sixty (60) days after the expiration of the time limit for fine payment set forth in rule.
7. To approve or deny requests for variances to rules pursuant to Minnesota Statutes, sections 14.055-14.056 with the consents of the Chair of the Administration Committee and the Chair of the Commission.
8. To approve non-substantial changes to the Internal Controls, Security Plans, Surveillance Plans and the Plans of Operations for cardroom operations at licensed racetracks with consents from Chair of the Finance Committee and the Chair of the Commission.

Contract  
Approval  
Matrix

	<b>Affects integrity of racing or card playing</b>	<b>Does not affect integrity of racing or card playing</b>	<b>Pre-race or cards construction or start-up contracts</b>	<b>Utility contracts</b>	<b>Outside live meet, no impact on racing or card playing</b>
<b>Under \$50,000</b>	Interim Director	Interim Director may waive	Waived	Waived	Waived
<b>Over \$50,000 - \$250,000</b>	Interim Director with concurrence of Chair and Admin. Comm. Chair	Interim Director may waive	Waived	Waived	Waived
<b>Over \$250,000 - \$1,000,000</b>	Full commission	Interim Director may waive with concurrence of Chair and Admin. Comm. Chair	Waived	Waived	Waived
<b>Over \$1,000,000</b>	Full Commission	Interim Director may waive with concurrence of Chair and Admin. Comm. Chair	Review and approve or waive approval under criteria applicable to other contracts	Waived	Waived

# Item 12a - Status Report Canterbury Park



## Canterbury Park - December 2022 Minnesota Racing Commission Status Report

### Summary of Canterbury Park Card Casino Operations

Business Segment	2022		2021		2020		% Comparison				
	December	Year-to-Date	December	Year-to-Date	December	Year-to-Date	December 2021	2021 Year-to-Date	December 2020	2020 Year-to-Date	Segment
Table Games	\$2,392,609	\$29,740,846	\$2,672,498	\$28,851,813	\$0	\$15,217,103	-10.47%	3.08%	100.00%	95.44%	Table Games
Poker	\$821,098	\$10,481,614	\$1,106,059	\$9,242,143	\$0	\$4,668,759	-25.76%	13.41%	100.00%	124.51%	Poker
<b>Total Card Casino Revenue</b>	<b>\$3,213,707</b>	<b>\$40,222,460</b>	<b>\$3,778,557</b>	<b>\$38,093,956</b>	<b>\$0</b>	<b>\$19,885,862</b>	<b>-14.95%</b>	<b>5.59%</b>	<b>100.00%</b>	<b>102.27%</b>	<b>Total CC</b>

### Summary of Canterbury Park Player Pool

CPE Minimum Player Pool Balance	Jackpot Balances	\$308,761	25% MVP Balance	\$163,540	25% Trailing TG Revenue	\$68,479	
				CPE Minimum Player Pool Balance 12/31/22		\$540,780	
CPE Maximum Player Pool Balance	Jackpot Balances	\$308,761				6% Trailing TG Revenue	\$1,643,498
				CPE Maximum Player Pool Balance 12/31/22		\$1,952,259	
CPE Actual Player Pool Balance				CPE Actual Player Pool Balance as of 12/31/2022			\$1,312,459

### Summary of Canterbury Park Pari-Mutuel Operations

Business Segment	2022		2021		2020		% Comparison				
	December	Year-to-Date	December	Year-to-Date	December	Year-to-Date	December 2021	2021 Year-to-Date	December 2020	2020 Year-to-Date	Segment
Live Racing Days	-	64	-	65	-	53	N/A	-1.54%	N/A	20.75%	Live Racing Days
Live Handle	\$0	\$9,827,064	\$0	\$8,469,777	\$0	\$3,690,732	N/A	16.03%	N/A	166.26%	Live Handle
Simulcast Handle	\$1,243,093	\$19,150,345	\$1,092,907	\$19,927,680	\$0	\$14,134,545	13.74%	-3.90%	100.00%	35.49%	Simulcast
<b>Total On-Track PM Handle</b>	<b>\$1,243,093</b>	<b>\$28,977,409</b>	<b>\$1,092,907</b>	<b>\$28,397,457</b>	<b>\$0</b>	<b>\$17,825,277</b>	<b>13.74%</b>	<b>2.04%</b>	<b>100.00%</b>	<b>62.56%</b>	<b>Total On-Track</b>
Out-of-State Handle	\$0	\$87,786,770	\$0	\$82,391,222	\$0	\$64,909,091	N/A	6.55%	N/A	35.25%	Out-of-State

### Summary of Canterbury Park & SMSC Purse Accounts

Beginning CPE TB Purse Balance	12/1/2022	\$3,018,902.20
Live Racing Purse Earnings		\$0.00
CPE Simulcast Purse Earnings (85% During Mixed Meet)		\$64,718.43
Running Aces Simulcast Purse Earnings		\$16,075.46
Card Casino Purse Earnings (95%)		\$400,577.35
Out-of-State Host Fee Purse Earnings		\$4,500.00
ADW Purse Earnings from Prior Month (67% of 82%)		\$32,472.38
Interest Earned (Service Charges)		\$3,638.43
(Minnesota HBPA Admin Fees Paid)		\$0.00
(Thoroughbred Purse Transfers)		\$0.00
<b>Ending CPE TB Purse Balance</b>	<b>12/31/2022</b>	<b>\$3,540,884.25</b>
Ending CPE TB Purse Balance	12/31/2021	\$2,679,960.23
Ending CPE TB Purse Balance	12/31/2020	\$2,118,875.06
CPE TB Purse Balance Difference 2022 vs 2021		\$860,924.02
CPE TB Purse Balance Difference 2022 vs 2020		\$1,422,009.19

Beginning CPE QH Purse Balance	12/1/2022	\$432,544.19
Live Racing Purse Earnings		\$0.00
CPE Simulcast Purse Earnings (15% During Mixed Meet)		\$1,506.88
Running Aces Simulcast Purse Earnings		\$974.13
Card Casino Purse Earnings (5%)		\$4,349.71
Out-of-State Host Fee Purse Earnings		\$0.00
ADW Purse Earnings from Prior Month (50% of 18%)		\$5,319.46
Interest Earned (Service Charges)		\$0.00
(MN Quarter Horse Racing Association Admin Fees Paid)		\$0.00
(Quarter Horse Purse Transfers)		\$0.00
<b>Ending CPE QH Purse Balance</b>	<b>12/31/2022</b>	<b>\$444,694.37</b>
Ending CPE QH Purse Balance	12/31/2021	\$373,127.37
Ending CPE QH Purse Balance	12/31/2020	\$286,416.61
CPE QH Purse Balance Difference 2022 vs 2021		\$71,567.00
CPE QH Purse Balance Difference 2022 vs 2020		\$158,277.77

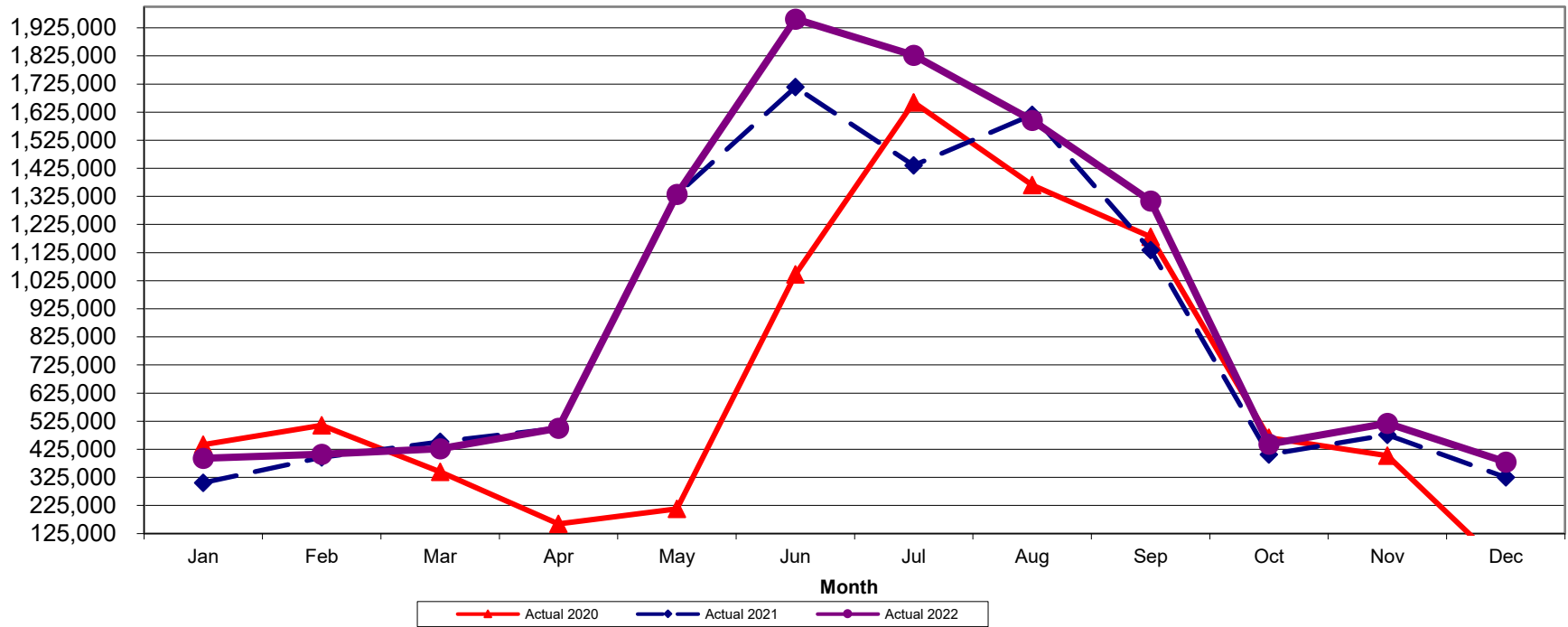
Beginning SMSC TB Purse Balance	12/1/2022	\$0.00
SMSC Contributions & Interest Earnings (89%)		\$0.00
SMSC Thoroughbred Purse Paid		\$0.00
HBPA Account Transfer		\$0.00
<b>Ending SMSC TB Purse Balance</b>	<b>12/31/2022</b>	<b>\$0.00</b>
Ending SMSC TB Purse Balance	12/31/2021	\$36.11
Ending SMSC TB Purse Balance	12/31/2020	\$7.26
SMSC TB Purse Balance Difference 2022 vs 2021		(\$36.11)
SMSC TB Purse Balance Difference 2022 vs 2020		(\$7.26)

Beginning SMSC QH Purse Balance	12/1/2022	\$0.00
SMSC Contributions & Interest Earnings (11%)		\$0.00
SMSC Quarter Horse Purse Paid		\$0.00
Marketing Fund Transfers		\$0.00
<b>Ending SMSC QH Purse Balance</b>	<b>12/31/2022</b>	<b>\$0.00</b>
Ending SMSC QH Purse Balance	12/31/2021	\$4.46
Ending SMSC QH Purse Balance	12/31/2020	\$4.61
SMSC QH Purse Balance Difference 2022 vs 2021		(\$4.46)
SMSC QH Purse Balance Difference 2022 vs 2020		(\$4.61)

**CANTERBURY PARK - CPE**  
**Pari-Mutuel Revenue - Trend**

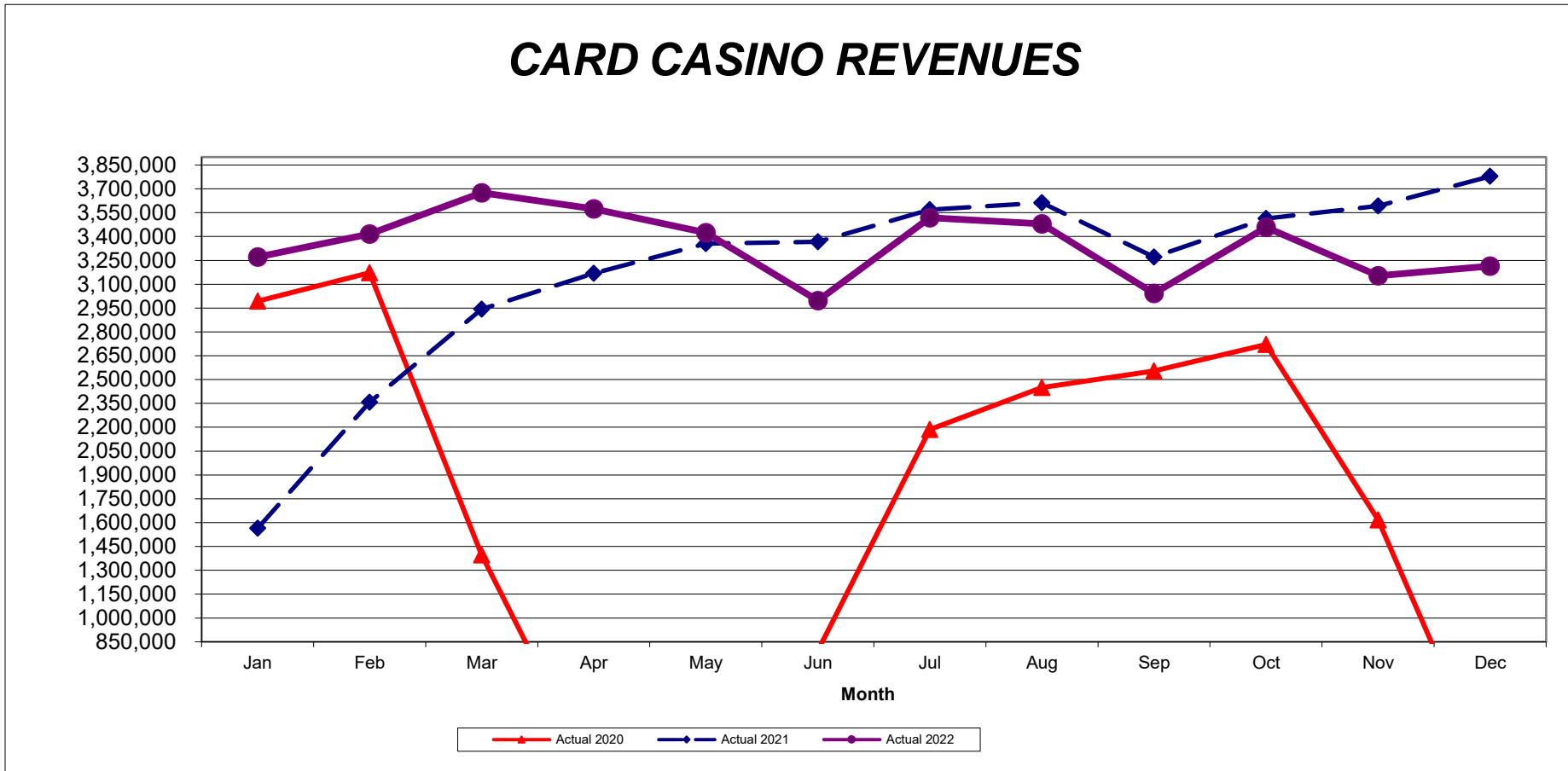
	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD Total</u>
Actual - 2020	441,696	509,949	344,381	159,865	213,522	1,047,197	1,660,012	1,365,475	1,181,486	466,131	402,863	-	<u>7,792,577</u>
Actual - 2021	306,119	395,952	451,773	499,702	1,331,141	1,713,897	1,435,469	1,615,458	1,133,474	406,328	476,837	325,376	<u>10,091,527</u>
Actual - 2022	392,759	407,351	427,516	500,305	1,332,187	1,956,449	1,827,592	1,596,316	1,308,391	443,970	517,866	380,132	<u>11,090,834</u>

**PARI - MUTUEL REVENUES**



**CANTERBURY PARK - CPE**  
**Card Casino Revenue - Trend**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD Total</u>
Actual - 2020	2,992,752	3,172,174	1,396,246	-	-	795,194	2,186,413	2,450,255	2,554,940	2,721,436	1,616,452	-	<u>19,885,862</u>
Actual - 2021	1,564,531	2,356,944	2,943,218	3,168,717	3,354,977	3,366,893	3,569,586	3,612,728	3,270,867	3,513,735	3,592,718	3,778,557	<u>38,093,956</u>
Actual - 2022	3,270,587	3,415,147	3,675,582	3,573,730	3,424,229	2,996,925	3,518,208	3,479,705	3,042,499	3,458,046	3,154,096	3,213,707	<u>40,222,461</u>



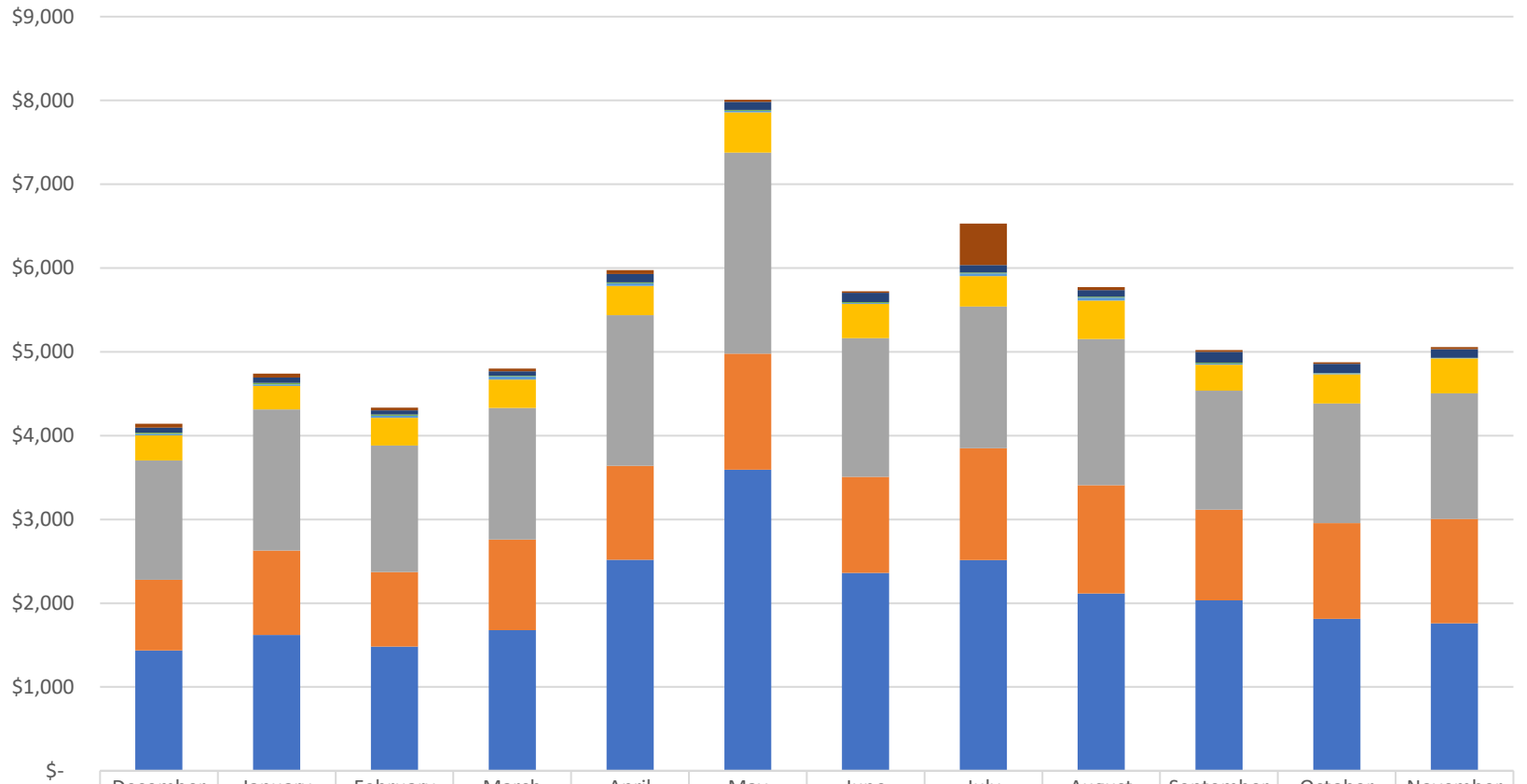


Item 12b –  
Status Report  
Running Aces  
Casino, Hotel,  
and Racetrack

Pages 81- 83 have been  
omitted under 2020  
Minnesota Statutes  
Chapter 13D.05

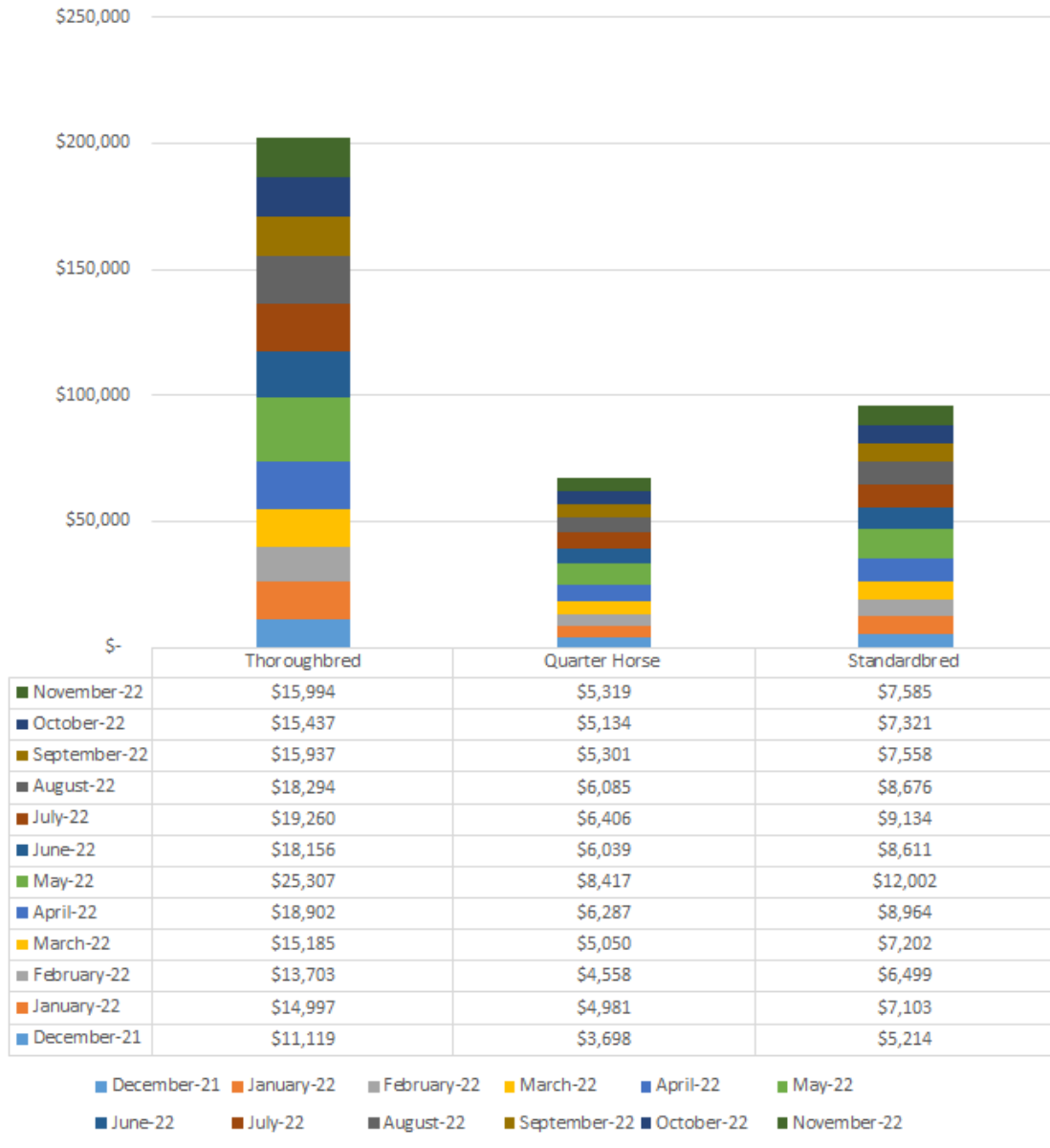
Item 13e –  
Executive Director's  
Report  
ADW Report

### ADW Handle by Minnesota Residents (000)



	December	January	February	March	April	May	June	July	August	September	October	November
■ Horse Tourneys	\$43	\$46	\$32	\$32	\$46	\$26	\$18	\$493	\$35	\$20	\$18	\$25
■ Lien Games	\$62	\$64	\$51	\$55	\$100	\$97	\$111	\$89	\$78	\$130.00	\$109.00	\$103.00
■ WatchandWager.com LLC	\$13	\$19	\$13	\$8	\$11	\$10	\$11	\$11	\$12	\$9.00	\$4.00	\$3.00
■ eBet Technologies	\$18	\$16	\$27	\$38	\$33	\$19	\$9	\$33	\$34	\$14	\$11	\$2
■ NYRA Bets (NewCo Ventures)	\$302	\$284	\$331	\$339	\$346	\$478	\$411	\$364	\$461	\$310	\$349	\$418
■ TVG (ODS Tech)	\$1,421	\$1,683	\$1,507	\$1,568	\$1,801	\$2,400	\$1,654	\$1,688	\$1,745	\$1,422	\$1,427	\$1,497
■ Xpressbet, LLC	\$846	\$1,008	\$889	\$1,083	\$1,119	\$1,385	\$1,148	\$1,335	\$1,290	\$1,082.00	\$1,143.00	\$1,248.00
■ Twinspires.com	\$1,435	\$1,620	\$1,484	\$1,678	\$2,519	\$3,594	\$2,361	\$2,516	\$2,117	\$2,033	\$1,814	\$1,759

### Incremental Breeders Awards via ADW



Item 13e –  
Executive Director's  
Report  
Licensing Report

## Minnesota Racing Commission

### December 2022 Licensing Report

Class C Applications Processed at Canterbury Park: **634**

Class C Applications Processed at Running Aces: **350**

Class C Large Racing/Gaming Vendors: **7**

Class C Small Racing/Gaming Vendors: **2**

Class C Non-racing/Gaming Vendors: **7**

ADW Provider Applications: **1**

ADW Provider Fees for November: **\$2,500.00**

Class C Licensing Fees for November: **\$39,985.00**

Fingerprint Fees for November: **\$3,550.00**

(Fingerprint fees are forwarded to Public Safety for processing reports)

Fines Collected during 2023 Racing Season: **\$28,475.00**

Item 15 –  
Future Meetings



CANTERBURY PARK LOCATION  
1100 CANTERBURY ROAD, STE. 100  
SHAKOPEE, MN 55379  
TELEPHONE: 952-496-7950  
FAX: 952-496-7954  
WWW.MRC.STATE.MN.US



RUNNING ACES LOCATION  
15201 ZURICH STREET, STE. 212  
COLUMBUS, MN 55025-7908  
TELEPHONE: 651-925-3951  
FAX: 651-925-3953  
WWW.MRC.STATE.MN.US

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Minnesota Racing Commission Proposed 2023 Meeting Dates:

**Thursday February 16<sup>th</sup>**

**Thursday March 16<sup>th</sup>**

**Thursday April 20<sup>th</sup>**

**Monday, May 15<sup>th</sup>**

**Monday June 26<sup>th</sup>**

**Monday July 17<sup>th</sup>**

**Monday August 21<sup>st</sup>**

**Monday September 18<sup>th</sup>**

**Thursday October 19<sup>th</sup>**

**Thursday November 16<sup>th</sup>**

**Thursday December 21<sup>st</sup>**