

**Kentucky Horse Racing and Gaming Corporation**

Meeting Materials for Special Meeting

December 10, 2024



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HORSE RACING AND  
GAMING CORPORATION

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**MINUTES OF THE OCTOBER 29, 2024, KENTUCKY HORSE RACING AND GAMING CORPORATION SPECIAL MEETING**

Date: October 29, 2024, at 1:30 p.m.

Place: Kentucky Horse Racing and Gaming Corporation Conference Room, 4047 Iron Works Parkway, Lexington, Kentucky 40511

Board Members Present: Chair Jonathan Rabinowitz, Vice Chair Charles O’Connor, Dr. Tiffany Daniels, Michael F. Dudgeon, Terry Finley, Greg Harbut, Kerry Harvey, William L.S. Landes, William H. May, Catherine Parke, C. Frank Shoop, James E. Worley

Ex-officio Members Present: Secretary Lindy Casebier, Chad Thompson for Secretary Ray Perry, Hasen Hammock for Secretary Jeff Noel

<b>AGENDA ITEM</b>	<b>TRANSCRIPT PAGE NUMBER(S)</b>	<b>DISCUSSION / CONCLUSIONS / RECOMMENDATIONS</b>	<b>ACTION TAKEN</b>
<b>I. Call to Order and Roll Call</b>	4 - 5	Chair Rabinowitz called the meeting of the Kentucky Horse Racing and Gaming Corporation (KHRGC) to order and performed the roll call. A quorum was recognized.	No action taken.
<b>II. New Business Tab 1: Minutes of the August 20 and September 6, 2024 Kentucky Horse Racing and Gaming Corporation</b>	5 - 46 5 - 6	Chair Rabinowitz requested a motion from the Board to approve the Minutes of the August 20 and September 6, 2024 Kentucky Horse Racing and Gaming Corporation Board Meetings. Motion by Mr. Landes and second by Mr. Harbut.  President and CEO Jamie Eads was assigned the floor and explained that the minutes from both the August 20 and September 6, 2024 meetings were behind tab 1 and that staff recommended approval.	Chair Rabinowitz called for a vote to approve the Minutes of the August 20 and September 6, 2024 Kentucky Horse Racing and Gaming Corporation Board Meetings. Motion carried with no

AGENDA ITEM	TRANSCRIPT PAGE NUMBER(S)	DISCUSSION / CONCLUSIONS / RECOMMENDATIONS	ACTION TAKEN
			objections or abstentions.
<b>Tab 2: Proposed Condition on Licenses to Conduct Live Horse Racing, Simulcasting, and Pari-Mutuel Wagering for 2025</b>	5 - 8	<p>Chair Rabinowitz requested a motion from the Board to approve the Proposed Condition on Licenses to Conduct Live Horse Racing, Simulcasting, and Pari-Mutuel Wagering for 2025. Motion by Mr. Shoop and second by Mr. Harbut.</p> <p>Interim General Counsel Travers Manley was assigned the floor and explained that the conditions are substantially the same as 2024 with only minor updates and changes. The name KHRC was updated to KHRGC and Commission was updated to Corporation. Titles were updated for notification to the corporation. An additional line was added to language referencing HISA.</p>	Chair Rabinowitz called for a vote to approve the Proposed Condition on Licenses to Conduct Live Horse Racing, Simulcasting, and Pari-Mutuel Wagering for 2025. Motion carried with no objections or abstentions.
<b>Tab 3: Licenses to Conduct Live Horse Racing, Simulcasting, Pari-Mutuel Wagering, and Sports Wagering for 2025</b>	8 - 20	<p>Chair Rabinowitz requested a motion from the Board to approve the Licenses to Conduct Live Horse Racing, Simulcasting, Pari-Mutuel Wagering, and Sports Wagering for 2025. Motion by Mr. Landes and second by Dr. Daniels.</p> <p>Interim General Counsel Travers Manley was assigned the floor and explained that all nine licensed racetracks submitted renewals for their licenses in 2025. Eight of the tracks that currently hold an operator license for sports wagering submitted renewal applications for 2025.</p>	Chair Rabinowitz called for a vote to approve the Licenses to Conduct Live Horse Racing, Simulcasting, Pari-Mutuel Wagering, and Sports Wagering for 2025. Motion carried with no objections or abstentions.

AGENDA ITEM	TRANSCRIPT PAGE NUMBER(S)	DISCUSSION / CONCLUSIONS / RECOMMENDATIONS	ACTION TAKEN
		<p>Each application was thoroughly reviewed by the divisions of pari-mutuel wagering and compliance, sports wagering, incentives and development, racing licensing, stewards, and legal, as well as Present Jamie Eads and Chair Rabinowitz. Approval was recommended by KHRGC staff.</p> <p>Interim General Counsel Travers Manley presented each license, which can be found in the meeting materials at pages 15-30 and in the transcript.</p>	
<p><b>Tab 4: Proposed Amendments to 810 KAR 2:070</b></p>	<p>20 - 25</p>	<p>Chair Rabinowitz requested a motion from the Board to approve Proposed Amendments to 810 KAR 2:070 which will include amendments to section 16, section 33, and section 4. Motion by Mr. Worley and second by Mr. Shoop.</p> <p>Interim General Counsel Travers Manley shared that a proposed amendment added language that a first aid facility would be attended by a licensed physician, registered nurse or board-certified trainer during race hours. Another amendment regards ambulance transport making the sentence read “can transport or make arrangements to transport an injured individual to a fully equipped hospital emergency room in 5 minutes or less.” The last amendment deletes the section regarding 2-year-old races. Approval was recommended by KHRGC staff.</p>	<p>Chair Rabinowitz called for a vote to approve Proposed Amendments to 810 KAR 2:070 which will include amendments to section 16, section 33, and section 4. Motion carried with no objections or abstentions.</p>

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		<p>Mr. Worley inquired about Section 4 regarding stabling where the regulation states that an association barn shall be constructed of fire-resistant material.</p>	
<p><b>Tab 5: Proposed Amendments to 810 KAR 4:030</b></p>	<p>25 - 37</p>	<p>Chair Rabinowitz requested a motion from the Board to approve Proposed Amendments to 810 KAR 4:030 Section 3. Motion by Mr. Landes and second by Mr. Finley.</p> <p>Interim General Counsel Travers Manley shared that a proposed amendment to Section 3 adds circumstances under which a horse may be entered to run in 2 stakes races on the same day. The horse is not in the body of both races and the horse is not entered in either race to the exclusion of any other horse. Another amendment was recommended by the KHRGC stewards for language that requires a horse entering the 2 races to scratch from one of the races at the earliest posted scratch time applicable to either race.</p> <p>Chair Rabinowitz requested a motion from the Board to approve Proposed Amendments to 810 KAR 4:030 Section 5. Motion by Mr. Shoop and second by Mr. Worley.</p> <p>Interim General Counsel Travers Manley shared that a proposed amendment to Section 5 pertains to mutual entries. The amendments include adding the word “ownership” after the word “through” in subsection 1, then to delete “or having common ties through training” in subsection 3 and lastly to delete “or training” in subsection 4(a). The HBPA polled its</p>	<p>Chair Rabinowitz called for votes to approve Proposed Amendments to 810 KAR 4:030 Section 3, Section 5, Section 11, and Section 17. Motions carried with no objections or abstentions.</p>

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		<p>members and results showed slightly in favor of the proposed amendments.</p> <p>Chair Rabinowitz requested a motion from the Board to approve Proposed Amendments to 810 KAR 4:030 Section 11. Motion by Mr. Worley and second by Mr. Landes.</p> <p>Interim General Counsel Travers Manley shared that the proposed amendments to Section 11 are correcting an error regarding a comma placement and adding the word “not” before “forfeit” in subsection 3(a).</p> <p>Chair Rabinowitz requested a motion from the Board to approve Proposed Amendments to 810 KAR 4:030 Section 17. Motion by Mr. Worley and second by Mr. Landes.</p> <p>Interim General Counsel Travers Manley shared that the proposed amendments to Section 17 amends the timing and procedure for the examination of an entry by the attending veterinarian. A horse shall only start if the horse has been examined by an attending veterinarian within 3 days after the close of entries and no later than 2 days before the race. The examination shall include examination of the legs and observation of the horse at rest and while jogging.</p>	
<b>Tab 6: New KHRGC Branding Proposal</b>	37 - 39	Chair Rabinowitz requested a motion from the Board to approve the new KHRGC branding proposal. Motion by Mr. May and second by Mr. Shoop.	Chair Rabinowitz called for a vote to approve new KHRGC branding

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		<p>Chief Operating Officer Susan Speckert was assigned the floor and explained that the logo and branded material had not been updated since the passing of Senate Bill 299. A new logo is important to reflect the new corporation. Proposals have been received from three state master contract agencies and the company BCH stood out and had the best proposal. They will create 3 logos to choose from in a reasonable amount of time. KHRGC staff recommended approval of their bid.</p>	<p>proposal. Motion carried with no objections or abstentions.</p>
<p><b>Tab 7: 2024 KTDF Allotment Requests as Submitted and Approved by the KTDF Advisory Committee on 10/15/2024</b></p>	<p>39 - 43</p>	<p>Chair Rabinowitz requested a motion from the Board to approve the 2024 KTDF Allotment Requests as Submitted and Approved by the KTDF Advisory Committee on 10/15/2024. Motion by Mr. Landes and second by Mr. Harbut.</p> <p>Director of Incentives and Development Drew Conners was assigned the floor and explained that there are three items that were approved at the October 15, 2024 KTDF advisory committee meeting. The first was the approval of Kentucky Downs' request to supplement its 2024 stakes purses. Second was the approval of Kentucky Downs' KTDF transfer to Turfway Park. Third was the approval of Turfway Park's 2024/2025 Holiday and Winter/Spring KTDF Allotment request, which includes use of \$100,000 for advertising.</p>	<p>Chair Rabinowitz called for a vote to approve 2024 KTDF Allotment Requests as Submitted and Approved by the KTDF Advisory Committee on 10/15/2024. Motion carried with no objections or abstentions.</p>
<p><b>Tab 8: Turfway Park LLC's Proposed 2024</b></p>	<p>43 - 46</p>	<p>Chair Rabinowitz requested a motion from the Board to approve Turfway Park LLC's Proposed 2024 Holiday Race Meet</p>	<p>Chair Rabinowitz called for a vote to approve</p>



AGENDA ITEM	TRANSCRIPT PAGE NUMBER(S)	DISCUSSION / CONCLUSIONS / RECOMMENDATIONS	ACTION TAKEN
<b>Holiday Race Meet &amp; 2025 Winter/Spring Race Meet Officials and Date Preference System</b>		<p>&amp; 2025 Winter/Spring Race Meet Officials and Date Preference System. Motion by Mr. Worley and second by Mr. May.</p> <p>Chief State Steward Barb Borden was assigned the floor and shared the attached roster of racing officials and the date preference system. The winter/spring meet for Turfway Park begins January 1. All Stewards have been accredited by ROAP. KHRGC Staff recommended approval.</p>	Turfway Park LLC's Proposed 2024 Holiday Race Meet & 2025 Winter/Spring Race Meet Officials and Date Preference System. Motion carried with no objections or abstentions.
<b>Division Reports</b>  <b>a. Thoroughbred Rulings</b>        <b>b. Standardbred Rulings</b>            <b>c. Veterinary Division</b>	  46 – 46            46 – 47            47 – 51	<p>Chief State Steward Barb Borden presented the Thoroughbred Rulings by sharing the rulings that have been issued since January 1 with the types of rulings, amount of fines calculated, and an explanation about the ruling. The second report shows rulings since the last meeting in August.</p> <p>Chief State Steward Barb Borden presented the Standardbred Rulings as well. Patricia Cooksey asked her to share that all fines and suspensions have been paid/served and there are no additional comments to make.</p> <p>Dr. Nick Smith was assigned the floor presented statistics for Ellis Park's 2024 meet. There were 1,937 total starts, 501 post-race samples collected, and 47 veterinarian scratches. Thirty-three of the scratches were pre-race and 14 on track. There were 4 horses that bled during the meet and 9 horses were treated for heat distress. There was a total of 19 ambulance</p>	No action taken. Information purposes only.

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<p><b>d. Pari-Mutuel Wagering Division</b></p>	<p>51 – 53</p>	<p>runs, 2 musculoskeletal racing fatalities, and 2 training fatalities.</p> <p>The next report was from Kentucky Downs’ 2024 meet where there were 828 total starts. There were 173 post-race samples collected and 23 veterinary scratches of which 3 were pre-race and 10 on track. No ambulance runs and no fatalities to report.</p> <p>Churchill Downs’ 2024 meet was presented with 1,116 total starts and 313 post-race samples collected. There were 28 veterinary scratches of which 19 were pre-race and 9 were on track. A total of 2 horses bled and 2 horses were treated for distress.</p> <p>The last report was from Red Mile’s 2024 meet with 4,070 total starts. There were 703 post-race samples collected. There were 13 horses placed on the vet’s list of which 7 were for on-site soundness. There was 1 bleeder, 3 horses treated for physical distress, and 1 ambulance run that was a musculoskeletal racing fatality.</p> <p>The yearly report gives the totals from 2007 to present.</p> <p>Pari-Mutuel Wagering and Compliance Director Andy Conway was assigned the floor and shared the wagering reports for the month of August and fiscal year 2024. There was \$2.29 million wagered on track at Kentucky tracks in August, which was an increase from last year. Total year-to-date wagers at Kentucky tracks were currently \$3.8 million. Total fiscal year to date for simulcast was \$16 million.</p>	

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<p>e. <b>Sport's Wagering Division</b></p> <p>f. <b>President's Report</b></p>	<p>53 - 55</p> <p>55 - 57</p>	<p>Sports Wagering Director Hannah Simms was assigned the floor and shared that for September 2024 total wagers were \$255.8 million. The total for the first year of wagers was \$2.6 billion and \$43.1 million in Kentucky excise tax to date. Circa has broken ground at Kentucky Downs and plans to have their facility open sometime in the summer of 2025. At the one-year mark there will be 13 sports wagering retail locations and a 14<sup>th</sup> on the way.</p> <p>President and CEO Jamie Eads was assigned the floor and explained that she would like to periodically update everyone on what has been going on with setting up the corporation and general business. President Eads also acknowledged Jack Cornett, who has been hired as the Interim Director of finance.</p>	
<p><b>III. Adjournment</b></p>		<p>With no other business, Chair Rabinowitz requested a motion from the Board to adjourn the October 29, 2024 special meeting. Motion by Mr. Harbut and second by Mr. Shoop. Meeting adjourned.</p>	<p>Chair Rabinowitz called for a vote to adjourn. Motion carried with no objections or abstentions.</p>

**NOTE:** The meeting materials and any amendments and/or supplements thereto, subject to any applicable exemptions, and the official Transcript are incorporated by reference as if set forth fully herein.

**PROPOSED 2025 KHRGC BOARD MEETING CALENDAR & DEADLINES**



**Andy Beshear**  
GOVERNOR  
**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**  
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**Jamie Eads**  
PRESIDENT & CEO  
**Jonathan Rabinowitz**  
CHAIRMAN

**2025 MEETING SCHEDULE OF THE  
KENTUCKY HORSE RACING AND GAMING CORPORATION**

Day:	Date:	Time:	Location:
Tuesday	February 11, 2025	1:30pm	KHRGC Office 4047 Iron Works Pkwy. Lexington, KY 40511
Tuesday	April 22, 2025	1:30pm	KHRGC Office 4047 Iron Works Pkwy. Lexington, KY 40511
Tuesday	June 24, 2025	1:30pm	KHRGC Office 4047 Iron Works Pkwy. Lexington, KY 40511
Tuesday	August 19, 2025	1:30pm	KHRGC Office 4047 Iron Works Pkwy. Lexington, KY 40511
Tuesday	October 28, 2025	1:30pm	KHRGC Office 4047 Iron Works Pkwy. Lexington, KY 40511
Tuesday	December 9, 2025	1:30pm	KHRGC Office 4047 Iron Works Pkwy. Lexington, KY 40511



**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Andy Beshear**  
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**Jamie Eads**  
PRESIDENT & CEO  
**Jonathan Rabinowitz**  
CHAIRMAN

**2025 DEADLINES FOR SUBMITTING AN AGENDA ITEM FOR KHRGC MEETING:**

<b>Meeting Date:</b>	<b>INDUSTRY Deadline to Submit Meeting Materials to KHRGC:</b>	<b>STAFF Deadline:</b>
February 11, 2025	January 24, 2025	January 31, 2025
April 22, 2025	April 4, 2025	April 11, 2025
June 24, 2025	June 6, 2025	June 13, 2025
August 19, 2025	August 1, 2025	August 8, 2025
October 28, 2025	October 10, 2025	October 17, 2025
December 9, 2025	November 21, 2025	November 28, 2025

# January 2025



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			New Years Day 1 Turfway Park Race Date	2 Turfway Park Race Date	3 Turfway Park Race Date	4 Turfway Park Race Date	
5	6	7	8 Turfway Park Race Date	9 Turfway Park Race Date	10 Turfway Park Race Date	11 Turfway Park Race Date	
12	13	14	15 Turfway Park Race Date	16 Turfway Park Race Date	17 Turfway Park Race Date	18 Turfway Park Race Date	
19	Keeneland Sale	Keeneland Sale	Keeneland Sale	22 Turfway Park Race Date	23 Turfway Park Race Date	24 Turfway Park Race Date	25 Turfway Park Race Date
26	27	28	29 Turfway Park Race Date	30 Turfway Park Race Date	31 Turfway Park Race Date		

Keeneland Sale:  
January 13-15

## February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Turfway Park Race Date
2	3	4	5 Turfway Park Race Date	6 Turfway Park Race Date	7 Turfway Park Race Date	8 Turfway Park Race Date
	Fasig-Tipton Sale	Fasig-Tipton Sale				
9	10	11	12 Turfway Park Race Date	13 Turfway Park Race Date	14 Turfway Park Race Date	15 Turfway Park Race Date
		1:30 KHRGC Board Meeting				
16	17	18	19 Turfway Park Race Date	20 Turfway Park Race Date	21 Turfway Park Race Date	22 Turfway Park Race Date
23	24	25	26 Turfway Park Race Date	27 Turfway Park Race Date	28 Turfway Park Race Date	

Fasig-Tipton Sale:  
February 3-4

March 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Turfway Park Race Date
2	3	4	5 Turfway Park Race Date	6 Turfway Park Race Date	7 Turfway Park Race Date	8 Turfway Park Race Date
9	10	11	12 Turfway Park Race Date	13 Turfway Park Race Date	14 Turfway Park Race Date	15 Turfway Park Race Date
16	17	18	19 Turfway Park Race Date	20 Turfway Park Race Date	21 Turfway Park Race Date	22 Turfway Park Race Date
Sandy's at Red Mile	Sandy's at Red Mile	Sandy's at Red Mile				
23	24	25	26 Turfway Park Race Date	27 Turfway Park Race Date	28 Turfway Park Race Date	29 Turfway Park Race Date
Sandy's at Red Mile	Oak Grove Race Date Sandy's at Red Mile Race Date	Oak Grove Race Date Sandy's at Red Mile Race Date				
30	31					
	Oak Grove Race Date					



April 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Oak Grove Race Date	2	3	4 Keeneland Race Date	5 Keeneland Race Date
6 Keeneland Race Date	7 Oak Grove Race Date	8 Oak Grove Race Date	9 Keeneland Race Date	10 Keeneland Race Date	11 Keeneland Race Date	12 Keeneland Race Date
13 Keeneland Race Date	14 Oak Grove Race Date	15 Oak Grove Race Date	16 Keeneland Race Date	17 Keeneland Race Date	18 Keeneland Race Date	19 Keeneland Race Date
Easter 20	21 Oak Grove Race Date	22 Oak Grove Race Date	23 Keeneland Race Date	24 Keeneland Race Date	25 Keeneland Race Date	26 Churchill Downs Race Date
27	28 Oak Grove Race Date	29 Churchill Downs Race Date Oak Grove Race Date	30 Churchill Downs Race Date		Keeneland Sale	

Keeneland Sale:  
April 25

May 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Churchill Downs Race Date	Kentucky Oaks 2 Churchill Downs Race Date	Kentucky Derby 3 Churchill Downs Race Date Oak Grove Optional
					KY Oaks	KY Derby
4	5 Oak Grove Race Date	6 Oak Grove Optional	7	8 Churchill Downs Race Date	9 Churchill Downs Race Date	10 Churchill Downs Race Date
11 Churchill Downs Race Date Oak Grove Race Date	12 Oak Grove Race Date	13 Oak Grove Optional	14	15 Churchill Downs Race Date	16 Churchill Downs Race Date	17 Churchill Downs Race Date  Preakness
18 Churchill Downs Race Date	19 Oak Grove Race Date	20 Oak Grove Race Date	21	22 Churchill Downs Race Date	23 Churchill Downs Race Date	24 Churchill Downs Race Date
	Fasig-Tipton Sale	Fasig-Tipton Sale				
25 Churchill Downs Race Date Oak Grove Race Date	Memorial Day 26 Churchill Downs Race Date Oak Grove Race Date	27 Oak Grove Optional	28	29 Churchill Downs Race Date	30 Churchill Downs Race Date	31 Churchill Downs Race Date

KY Oaks:  
May 2

KY Derby:  
May 3

Preakness:  
May 17

Fasig-Tipton  
Midlantic (MD) Sale:  
May 19-20

## June 2025



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Churchill Downs Race Date	2 Oak Grove Race Date	3 Oak Grove Race Date	4 Churchill Downs Race Date	5 Churchill Downs Race Date	6 Churchill Downs Race Date	7 Churchill Downs Race Date
8 Churchill Downs Race Date	9 Oak Grove Race Date	10 Oak Grove Race Date	11 Churchill Downs Race Date	12 Churchill Downs Race Date	13 Churchill Downs Race Date	14 Churchill Downs Race Date
15 Churchill Downs Race Date	16 Oak Grove Race Date	17 Oak Grove Race Date	18 Churchill Downs Race Date Oak Grove Optional	19 Churchill Downs Race Date	20 Churchill Downs Race Date	21 Churchill Downs Race Date
22 Churchill Downs Race Date	23 Oak Grove Race Date	24 Oak Grove Race Date	25 Churchill Downs Race Date Oak Grove Optional	26 Churchill Downs Race Date	27 Churchill Downs Race Date	28 Churchill Downs Race Date
29 Churchill Downs Race Date	30 Oak Grove Race Date	1:30 KHRGC Board Meeting				

Belmont Stakes:  
June 6-7

Royal Ascot:  
June 17-21

July 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Oak Grove Race Date	2	3 Ellis Park Race Date	Independence Day 4 Ellis Park Race Date	5 Ellis Park Race Date
6 Ellis Park Race Date	7 Ellis Park Optional Oak Grove Race Date	8 Oak Grove Race Date	9	10	11 Ellis Park Optional	12 Ellis Park Race Date
		Fasig-Tipton Sale				
13 Ellis Park Race Date Oak Grove Optional	14 Ellis Park Optional Oak Grove Race Date	15 Oak Grove Race Date	16 Oak Grove Optional	17	18 Ellis Park Optional	19 Ellis Park Race Date
20 Ellis Park Race Date Red Mile Race Date	21 Ellis Park Optional Red Mile Race Date	22 Red Mile Race Date	23	24	25 Ellis Park Optional	26 Ellis Park Race Date
27 Ellis Park Race Date Red Mile Race Date	28 Ellis Park Optional Red Mile Race Date	29 Red Mile Race Date	30 Red Mile Race Date	31		

Fasig-Tipton Sale:  
July 8

August 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Ellis Park Optional	2 Ellis Park Race Date
3 Ellis Park Race Date Red Mile Race Date	4 Ellis Park Optional Red Mile Race Date  Fasig-Tipton Sale	5  Red Mile Race Date  Fasig-Tipton Sale	6  Red Mile Race Date	7	8 Ellis Park Optional	9 Ellis Park Race Date
10 Ellis Park Race Date Red Mile Race Date  Fasig-Tipton Sale	11 Ellis Park Optional Red Mile Race Date  Fasig-Tipton Sale	12  Red Mile Race Date	13  Red Mile Race Date	14	15 Ellis Park Optional	16 Ellis Park Race Date
17 Ellis Park Race Date Red Mile Race Date	18 Ellis Park Optional Red Mile Race Date	19  Red Mile Race Date  1:30 KHRGC Board Meeting	20  Red Mile Race Date	21	22 Ellis Park Optional	23 Ellis Park Race Date
24 Ellis Park Race Date Red Mile Race Date	25  Red Mile Race Date	26  Red Mile Race Date	27  Red Mile Race Date	28 Kentucky Downs Race Date	29	30 Kentucky Downs Race Date
31 Kentucky Downs Race Date Red Mile Race Date						

Fasig-Tipton  
Saratoga (NY) Sale:  
August 4-5 & 10-11

# September 2025



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>Labor Day 1</b> Kentucky Downs Optional Red Mile Race Date	<b>2</b> Kentucky Downs Optional Red Mile Race Date	<b>3</b> Kentucky Downs Optional Red Mile Race Date	<b>4</b> Kentucky Downs Race Date	<b>5</b> Kentucky Downs Optional	<b>6</b> Kentucky Downs Race Date
<b>7</b> Kentucky Downs Race Date Red Mile Race Date	<b>8</b> Kentucky Downs Optional Red Mile Race Date	<b>9</b> Kentucky Downs Optional Red Mile Race Date	<b>10</b> Kentucky Downs Race Date	<b>11</b> Churchill Downs Race Date	<b>12</b> Churchill Downs Race Date	<b>13</b> Churchill Downs Race Date
	Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale
<b>14</b> Churchill Downs Race Date Red Mile Race Date	<b>15</b> Red Mile Race Date	<b>16</b> Red Mile Race Date	<b>17</b> Churchill Downs Race Date	<b>18</b> Churchill Downs Race Date	<b>19</b> Churchill Downs Race Date	<b>20</b> Churchill Downs Race Date
Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale	Keeneland Sale
<b>21</b> Churchill Downs Race Date	<b>22</b>	<b>23</b>	<b>24</b> Churchill Downs Race Date	<b>25</b> Churchill Downs Race Date Red Mile Race Date	<b>26</b> Churchill Downs Race Date Red Mile Race Date	<b>27</b> Churchill Downs Race Date Red Mile Race Date
<b>28</b> Churchill Downs Race Date	<b>29</b>	<b>30</b>				
	Standardbred Sale Fasig-Tipton Sale	Standardbred Sale Fasig-Tipton Sale				

Keeneland Sale:  
September 8-20

Fasig-Tipton  
Midlantic (MD) Sale:  
September 29-30

Standardbred  
(@FT) Sale:  
September 29-  
October 3

October 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Standardbred Sale	2 Standardbred Sale	3 Keeneland Race Date Red Mile Race Date Standardbred Sale	4 Keeneland Race Date Red Mile Race Date
5 Keeneland Race Date Red Mile Race Date	6	7	8 Keeneland Race Date	9 Keeneland Race Date	10 Keeneland Race Date	11 Keeneland Race Date ECL Corbin Optional
12 Keeneland Race Date ECL Corbin Race Date	13 ECL Corbin Race Date	14 ECL Corbin Race Date Fasig-Tipton Sale	15 Keeneland Race Date	16 Keeneland Race Date	17 Keeneland Race Date	18 Keeneland Race Date ECL Corbin Optional
19 Keeneland Race Date ECL Corbin Race Date	20 ECL Corbin Race Date Fasig-Tipton Sale	21 ECL Corbin Race Date Fasig-Tipton Sale	22 Keeneland Race Date Fasig-Tipton Sale	23 Keeneland Race Date Fasig-Tipton Sale	24 Keeneland Race Date	25 Keeneland Race Date ECL Corbin Optional
26 Churchill Downs Race Date ECL Corbin Race Date	27 ECL Corbin Race Date	28 ECL Corbin Race Date 1:30 KHRGC Board Meeting	29 Churchill Downs Race Date	30 Churchill Downs Race Date	31 Churchill Downs Race Date Breeders Cup	

Standardbred (@FT) Sale: September 29-October 3  
 \*Anticipated Based on 2024 Dates

Fasig-Tipton Saratoga (NY) Sale: October 14

Fasig-Tipton Sale: October 20-23

Breeders Cup: October 31 - November 1

## November 2025



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Churchill Downs Race Date ECL Corbin Optional  Breeders Cup
2 Churchill Downs Race Date ECL Corbin Race Date	3  ECL Corbin  Fasig-Tipton Sale	4  ECL Corbin Race Date  Keeneland Sale	5 Churchill Downs Race Date  Keeneland Sale	6 Churchill Downs Race Date  Keeneland Sale	7 Churchill Downs Race Date  Keeneland Sale	8 Churchill Downs Race Date  Keeneland Sale
9 Churchill Downs Race Date  Keeneland Sale	10  Keeneland Sale	11  Keeneland Sale	12 Churchill Downs Race Date  Keeneland Sale	13 Churchill Downs Race Date  Keeneland Sale	14 Churchill Downs Race Date  Keeneland Sale	15 Churchill Downs Race Date  Keeneland Sale
16 Churchill Downs Race Date  Keeneland Sale	17  Keeneland Sale	18  Keeneland Sale	19 Churchill Downs Race Date  Keeneland Sale	20 Churchill Downs Race Date  Keeneland Sale	21 Churchill Downs Race Date  Keeneland Sale	22 Churchill Downs Race Date  Keeneland Sale
23 Churchill Downs Race Date  Keeneland Sale	24  Keeneland Sale	25  Keeneland Sale	26 Churchill Downs Race Date  Keeneland Sale	Thanksgiving Day 27 Churchill Downs Race Date  Keeneland Sale	28 Churchill Downs Race Date  Keeneland Sale	29 Churchill Downs Race Date  Keeneland Sale
30 Churchill Downs Race Date  Keeneland Sale						

**Breeders Cup:**  
 October 31 -  
 November 1

**Fasig-Tipton Sale:**  
 November 3

**Keeneland Sale:**  
 November 4-18

\*Anticipated Based on  
 2024 Dates



December 2025						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 Turfway Park Race Date	4 Turfway Park Race Date	5 Turfway Park Race Date	6 Turfway Park Race Date
			Fasig-Tipton Sale			
7	8	9	10 Turfway Park Race Date	11 Turfway Park Race Date	12 Turfway Park Race Date	13 Turfway Park Race Date
		1:30 KHRGC Board Meeting				
14	15	16	17 Turfway Park Race Date	18 Turfway Park Race Date	19 Turfway Park Race Date	20 Turfway Park Race Date
21	22	23	<u>Christmas Eve</u> 24	<u>Christmas Day</u> 25	26 Turfway Park Race Date	27 Turfway Park Race Date
28	29	30	<u>New Years Eve</u> 31 Turfway Park Optional			

Fasig-Tipton  
Midlantic (MD) Sale:  
 December 3



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Jonathan Rabinowitz**  
CHAIRMAN

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Travers Manley, Senior Vice President of Gaming  
DATE: December 10, 2024  
RE: **VOLUNTARY IMPLEMENTATION AGREEMENT WITH THE HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC. AND THE HORSERACING INTEGRITY AND WELFARE UNIT FOR 2025**

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Attorneys from the Horseracing Integrity and Safety Authority (“HISA”), the Horseracing Integrity and Welfare Unit (“HIWU”), and the Kentucky Horse Racing and Gaming Corporation have reviewed and revised the proposed Voluntary Implementation Agreement included in the meeting materials. KHRGC staff, including, but not limited to, KHRGC stewards and veterinarians, also reviewed the proposed agreement.

The proposed agreement, which, if approved, would be effective December 10, 2024 through December 31, 2025, has similar terms and conditions as the 2024 agreement. However, notable changes to the 2025 agreement include:

- Changing KHRC to KHRGC and updating titles;
- Removal of the Medical Director provision that required the KHRC to utilize HISA’s Medical Director in connection with the Racetrack Safety Program;
- Requiring the KHRGC to follow HISA’s concussion management protocol rather than implementing its own program;
- Adding a provision that the KHRGC agrees to implement protocols to manage the safety of the paddock and walking rings in accordance with Rule 2169;
- Requiring the KHRGC to designate HISA as a co-client with the laboratory performing necropsies to ensure prompt reporting and facilitate racetrack compliance in accordance with Rule 2170;
- Adding a confidentiality provision to the Racetrack Safety Program;
- Adding responsibilities to the testing liaison to include inputting information into the HIWU Learning Management System and managing supply and equipment inventory;
- Changing the State-Appointed Testing Laboratory from the University of Kentucky Equine Analytical Chemistry Laboratory to Industrial Laboratories Company, Inc.;
- Revising the state requirements for testing, personnel, and investigations; and

- Updating the list of KHRGC contacts.

The KHRGC staff recommends approval of the proposed Voluntary Implementation Agreement.

BOARD ACTION

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny

## VOLUNTARY IMPLEMENTATION AGREEMENT

THIS VOLUNTARY IMPLEMENTATION AGREEMENT (this “Agreement”) is effective as of the 10<sup>th</sup> day of December, 2024 (the “Effective Date”), by and among the Horseracing Integrity and Safety Authority, Inc., a Delaware non-profit corporation whose mailing address is 401 West Main Street, Unit 222, Lexington, Kentucky 40507 (the “Authority”), the Horseracing Integrity & Welfare Unit, a division of Drug Free Sport, LLC (“Drug Free Sport”), a Delaware limited liability company whose mailing address is 2537 Madison Avenue, Kansas City, Missouri 64108 (the “Agency” or “HIWU”), and the Kentucky Horse Racing and Gaming Corporation, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky whose mailing address is 4047 Iron Works Pkwy., Lexington, KY 40511 (the “Corporation”). As used herein, the “Parties” shall mean the Authority, the Agency, and the Corporation, collectively; and a “Party” shall mean the Authority, the Agency, or the Corporation individually

**WHEREAS** the Authority is a private, independent, self-regulatory, nonprofit corporation that was recognized for the purpose of developing and implementing a horseracing anti-doping and medication control program and a racetrack safety program for Covered Horses, Covered Persons, and Covered Horseraces by the Horseracing Integrity and Safety Act of 2020 (the “Act”). Any individuals, events, or other matters under the purview of the Kentucky Horse Racing and Gaming Corporation prior to enactment of the Act, and not superseded by the Act, shall continue as regulated by the Kentucky Horse Racing and Gaming Corporation;

**WHEREAS** Drug Free Sport, a worldwide leader in the sport drug testing industry who administers comprehensive drug testing programs, manages national and international collections, and develops drug testing policies for a wide range of organizations around the world, created an entity to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce an independent and uniform thoroughbred anti-doping and medication control program (“ADMC Program”);

**WHEREAS** the Agency was created to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce the ADMC Program;

**WHEREAS** the Corporation is a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky vested with jurisdiction to regulate the conduct of horse racing and pari-mutuel wagering on horse racing and related activities within the state of Kentucky (the “State”);

**WHEREAS** 15 USC § 3054(e)(2)(A)(i) of the Act permits the Authority to enter into agreements with State racing commissions (as defined in 15 U.S.C. § 3051(18)) for services consistent with the enforcement of the racetrack safety program (the “Racetrack Safety Program”);

**WHEREAS** 15 USC § 3054(e)(2)(A)(ii) of the Act permits the Agency to enter into agreements with State racing commissions (as defined in 15 U.S.C. § 3051(18)) for services consistent with the enforcement of the ADMC Program, and 15 USC § 3060 permits the Authority

to enter into agreements with State racing commissions (as defined in 15 U.S.C. § 3051(18)) for services consistent with the enforcement of the ADMC Program;

**WHEREAS** the Authority has determined that the Corporation has the ability to implement certain areas of the Racetrack Safety Program in accordance with the rules, standards, and requirements established by the Act and the Authority; and

**WHEREAS** the Authority and the Agency have determined that the Corporation has the ability to implement certain areas of the ADMC Program in accordance with the rules, standards, and requirements established by the Act, the Authority, and the Agency.

**WHEREAS**, the Parties agree that they are required to comply with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act, as applicable;

**NOW THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**I. Racetrack Safety Program**

A. Safety Director. The President/Chief Executive Officer (“CEO”) of the Corporation names and appoints Safety Steward Beth Bungert, Chief Veterinarian Dr. Nick Smith, and the Corporation’s Equine Medical Director as Safety Directors of the State (the “Safety Director”). The Corporation shall provide written notice of the individuals appointed as Safety Directors to a management official for each racetrack under the Corporation’s jurisdiction. The Authority and the Corporation agree that the Safety Directors shall carry out the duties and responsibilities of the Safety Director set forth in the Racetrack Safety Program, as directed in training provided by the Authority. These duties include, but are not limited to, the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program, which includes reporting “of all equine injuries that required equine ambulance assistance and fatalities to the Racetrack’s Risk Management Committee and the Authority within 72 hours of an injury, and within 24 hours of a fatality.” Any person named by the Corporation’s President/CEO to replace the individuals named as Safety Directors herein shall possess the necessary qualifications to perform the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program. In the event of a replacement, the Corporation shall provide written notice to the Authority and a management official for each racetrack under the Corporation’s jurisdiction.

B. Stewards. The President/CEO of the Corporation agrees that the Corporation’s stewards shall enforce the safety regulations set forth in the Rule 2200 Series of the Racetrack Safety Program, as directed in training provided by the Authority. The Corporation further agrees that the Corporation’s stewards for Covered Races shall also serve in the adjudicatory capacities directed in training provided by the Authority regarding the Rule Series 8000, “Enforcement Rules.”

C. Regulatory Veterinarian. The President/CEO of the Corporation names and appoints Chief Veterinarian Dr. Nick Smith and the Corporation’s Equine Medical Director as the Regulatory Veterinarians of the State (the “Regulatory Veterinarians”). The Authority and the Corporation agree that the Regulatory Veterinarians shall carry out the duties and responsibilities

of the Regulatory Veterinarians set forth in the Racetrack Safety Program, as directed in training provided by the Authority. These duties include, but are not limited to, the duties and responsibilities set forth in Rule 2135 of the Racetrack Safety Program. Any person named by the Corporation's President/CEO to replace any of the individuals named as Regulatory Veterinarians herein shall possess the qualifications set forth in Rule 2134(a) Racetrack Safety Program. In the event of a replacement, the Corporation shall provide written notice to the Authority and a management official for each racetrack under the Corporation's jurisdiction.

D. Emergency Warning Systems. The Corporation agrees to inspect and approve the racetrack emergency warning systems in use on all racing and training tracks at each racetrack under the jurisdiction of the Corporation, as directed in training provided by the Authority regarding Rule 2153 of the Racetrack Safety Program. The Corporation further agrees to provide the Authority with periodic reports concerning the racetrack emergency warning systems on forms that shall be prescribed by the Authority.

E. Trainers Test. The Corporation agrees to continue to require the use of its Kentucky state trainers test, which meets or exceeds the requirements set forth in Rule 2181 of the Racetrack Safety Program. Upon request by the Authority, the Corporation shall provide documentation of satisfactory completion of the test for individual licensees. Upon the Authority's request, the Corporation shall make its Kentucky state trainers' test available for review by the Authority.

F. Training Opportunities. At least once per year, the Corporation agrees to identify existing local training opportunities, of which the Corporation is aware, for all Racetrack employees having roles in racetrack safety or direct contact with Covered Horses, as set forth in Rule 2182 of the Racetrack Safety Program. The Corporation further agrees that the Authority may request and review information pertaining to the training opportunities available to racetrack employees as specified in Rule 2182 of the Racetrack Safety Program.

G. Testing Program. The Corporation agrees to maintain a testing program for drugs and alcohol for Jockeys, as directed in training provided by the Authority regarding Rule 2191 of the Racetrack Safety Program. The Corporation further agrees to submit the protocol for the testing program to the Authority upon request. Upon request by the Authority, the Corporation shall share with the Authority information pertaining to positive tests of individual Jockeys and shall make periodic reports concerning the testing program as directed by and on forms prescribed by the Authority.

H. Concussion Management. The Corporation agrees to implement the Authority's Concussion management protocol containing the elements identified in Rule 2192 as directed in training provided by the Authority.

I. Paddock Safety. In accordance with Rule 2169, the Corporation agrees to implement protocols to manage the safety of the saddling paddocks and walking rings at all racetracks conducting Covered Horseraces in the state as directed in training provided by the Authority.

J. Racetrack Safety Program Scope of Work. The scope of work and reporting obligations for the Racetrack Safety Program under this Agreement are those set forth in training provided by the Authority regarding the Rule 2000 Series, “Racetrack Safety and Accreditation,” and any additional policies and procedures implemented by the Authority which are consistent with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act (“HISA Policies”). Copies of HISA Policies shall be communicated to the Corporation in a manner that allows for timely implementation by the Corporation, which may involve regulatory changes that are subject to review by appropriate administrative or legislative bodies. The Corporation and the Authority shall work together to achieve an agreement on the Corporation’s role in implementing and administering any and all Authority policies that are not promulgated as regulations approved by the Federal Trade Commission. The Corporation agrees to provide performance metrics in reasonable detail, upon request by the Authority, and on forms prescribed by the Authority. The Parties agree to meet and confer on a regular basis, and at least quarterly, to discuss and collaborate on the effective and efficient implementation and administration of the Racetrack Safety Program and the duties and responsibilities set forth in this Section.

K. Diagnostic Laboratory. The Corporation agrees to coordinate with a diagnostic laboratory equipped with the facilities and trained personnel necessary to perform equine necropsies as contemplated in Rule 2170. If requested by the Corporation, the Authority agrees to utilize best efforts to assist the Corporation in coordinating with a diagnostic laboratory. Additionally, to ensure prompt reporting and facilitate racetrack compliance with HISA Rule 2170, the Corporation agrees to designate the Authority as a co-client with the laboratory performing necropsies of Covered Horses for the Corporation. If requested by the Corporation, the Authority agrees to utilize best efforts to assist the Corporation in designating the Authority as a co-client.

L. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Corporation and its agents or employees from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys’ fees and court costs, resulting from, arising out of, or in any way connected with the Racetrack Safety Program Scope of Work as defined in this Agreement, except to the extent that such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by, or result from, the willful misconduct of the Corporation or its employees or agents. Any enforcement actions related to the Racetrack Safety Program Scope of Work shall be the responsibility of and shall be defended by the Authority. Any appeals or challenges to actions taken by Corporation agents or employees when enforcing the Act or federal rules or regulations promulgated pursuant to the Act shall proceed pursuant to the enforcement rules of the Act and shall be defended by the Authority. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including, but not limited to, sovereign or qualified immunity, possessed by the Corporation and its agents or employees.

M. Authority Protocols Policies, Procedures, and Forms. The Authority shall provide the Corporation with a copy of all existing amended and new training materials, regulations, policies, procedures, and forms. This notification shall be provided to the Corporation’s President/CEO, or his/her successor, within seventy-two (72) hours of implementation. The

Corporation shall be afforded a reasonable time to implement any such changes once notice of a new regulation, protocol, or procedure is provided to the Corporation by the Authority. Corporation President/CEO Jamie Eads and Chief Operating Officer Susan Speckert shall be notified within 24 hours after a new training is scheduled for one or more Corporation employees.

N. Reimbursement for Investigations. The Authority agrees to reimburse the Corporation for any actual costs or expenses incurred in connection with any Authority investigation conducted in the State pursuant to the Racetrack Safety portion of this Agreement, which were incurred over and above typical duties that would have been performed in the course of their Corporation employment. This reimbursement is contemplated for at least the following potential costs: the cost of using Corporation employees as investigators or as witnesses at a hearing or trial (including witness preparation and testimony), as well as the travel, copying, and other resources utilized or expensed in performing these tasks. The Corporation agrees to invoice the Authority quarterly for such costs and expenses.

O. Non-Compliant Conduct. If at any time during the term of this Agreement, the Authority, with good cause, believes that the Corporation or any individual State Personnel is not satisfying the requirements set forth in this Agreement, it shall notify the Corporation's President/CEO with specificity and particularity of the reasons for its good faith basis in writing. The Corporation agrees to take any necessary action to promptly correct the non-compliant conduct or prevent any future non-compliance to the satisfaction of the Authority. Any action by the Authority under this subsection shall in no way affect the employment status of any individual and shall in no way impair the Corporation's right to continue to employ such individual.

P. Confidentiality. (1) The Corporation agrees that the content of any notices or communications with the Authority pursuant to the Rule Series 2000 (Racetrack Safety Program) or Rule Series 8000 (Enforcement Rules) (the "Confidential Information") shall not be publicly disclosed by the Corporation or its officers, directors, employees, or agents unless and until (a) that information has been publicly disclosed by the Authority pursuant to the requirements of the Act, or (b) the Authority has given written consent for the information to be disclosed. In addition, the Corporation agrees not to disclose the Confidential Information to any person other than to such of its officers, directors, employees, or agents who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Corporation agrees that it shall be responsible for any breach of this Agreement by its officers, directors, employees, or agents, in that the Corporation shall take prompt action to correct the non-compliant conduct or prevent any future non-compliance.

(2) The Parties agree that the Corporation is required to comply with the requirements of the Kentucky Open Records Act, as set forth in KRS 61.870, *et seq.* The Open Records Act's requirements supersede any contractual requirements set forth in this Agreement. Notwithstanding the foregoing, the Parties acknowledge that KRS 61.878(1)(k) permits withholding of certain information deemed confidential pursuant to the regulations promulgated under the Horseracing Integrity and Safety Act of 2020 (the "Act"), including Rule 3610 (Confidentiality and Reporting), Rule 8380, and Section 3054(b) of the Act, which states that the Act preempts any provision of



state law with respect to matters within the jurisdiction of the Authority. Upon receipt of an Open Records Request seeking the disclosure of documents relating to Rule 3610, Rule 8380, and Section 3054(b) of the Act, the Corporation agrees to provide the Authority and/or the Agency with appropriate notification and opportunity to challenge the disclosure of such records. The Corporation shall only disclose records that are confidential under Section 3054(b) of the Horseracing Integrity and Safety Act of 2020 and/or Authority Rule 3610 or 8380, in the event of (a) a Court Order requiring same, following the exhaustion of all appeals; or (b) permission from the Agency or Authority after notification.

## **II. ADMC Program**

### **A. ADMC Program Testing.**

(1) The Corporation agrees that only Agency-Authorized Collection Personnel shall conduct sample collections in the State for, and under the authority of, the Agency. All sample collection shall comply with training as directed and provided by the Agency regarding the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including, but not limited to, the regulations under Rule 3130 (Testing & Investigations), and Rule Series 5000, “Equine Testing and Investigation Standards,” of the ADMC Program. Compliant sample collection shall include, but shall not be limited to, Post-Race Samples, Post-Work Samples, TCO<sub>2</sub> testing, testing of Claimed Horses, and Out-of-Competition Samples (the “Agency Samples”). Pursuant to Rule 5450, the Agency shall authorize these personnel (the “Agency-Authorized Collection Personnel”) to conduct sample collections for the ADMC Program.

### **(2) Testing Liaison.**

(a) The President/CEO of the Corporation names and appoints Chief Veterinarian Dr. Nick Smith and the Corporation’s Equine Medical Director as the HIWU Testing Liaisons of the State (the “Testing Liaisons”). The Agency and the Corporation agree that the HIWU Testing Liaisons shall be the point-of-contact with the Agency for (a) the scheduling of the collections of Agency Samples by Agency-Authorized Collection Personnel, (b) any problems or issues that arise during collections of Agency Samples by Agency-Authorized Collection Personnel, and (c) the delivery of any notice required under Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” to individuals present at racetracks or training facilities in the State and under the jurisdiction of the Corporation, as directed in training provided by the Agency. Additionally, the Testing Liaison (and/or their designated representative, i.e. Test Barn Supervisor) is responsible for the use and input of information into the HIWU Learning Management System (when such system is made available by the Agency) for purposes of accurate record keeping of active/certified Agency-Authorized Collection Personnel, initiating the certification process for potential Agency-Authorized Collection Personnel, and distributing to and ensuring Agency-Authorized Collection Personnel have received and completed all required training content and/or assessments. Any person named to replace one of the individuals named as the HIWU Testing Liaisons shall be confirmed in written notice to the Agency.

(b) The Testing Liaison (or their designated representative) shall (i) manage supply and equipment inventory by conducting periodic inventory counts of specified Sample Collection Equipment to ensure accurate tracking and management of inventory levels; (ii) accurately input the results of inventory counts into a designated online inventory management system in a timely manner; and (iii) monitor inventory levels and, in the event that inventory of Sample Collection Equipment levels fall below the established minimum threshold, initiate an online order to replenish such supplies. The Testing Liaison (or their designated representative) will adhere to the inventory thresholds and protocols for re-ordering, as defined by the Agency and as directed in training provided by the Agency. The Testing Liaison shall be responsible for maintaining the inventory within these guidelines and ensuring that orders are placed promptly to prevent shortages.

(3) The Corporation agrees that Agency-Authorized Collection Personnel (including track association veterinarians, as applicable) shall comply with the policies, procedures and instructions of the Agency while collecting Agency Samples in the State. The Corporation shall not be involved in the physical collection of Agency Samples. This prohibition on Corporation involvement includes instructing or directing Agency-Authorized Sample Collection Personnel on how to conduct any portion of a sample collection. However, the Corporation may schedule Agency-Authorized Collection Personnel's time and work assignments, monitor State Sample Collection Personnel, and address employee hiring, corrective actions or discipline. The Corporation agrees that only Agency-Authorized Collection Personnel, the Corporation's Equine Medical Director, and Chief Veterinarian Dr. Nick Smith (as HIWU Testing Liaison) shall be involved in the physical collection of Agency Samples, including giving directions and instructions to other Agency-Authorized Collection Personnel with respect to how to conduct any portion of a Sample collection.

(4) The Corporation understands that, under the Act, its employees and contractors shall not test Covered Horses in the State, unless it is at the direction of the Agency or has been authorized in advance and in writing by the Agency.

B. ADMC Program Investigations.

(1) The Corporation agrees that personnel used to conduct investigations in the State, including, but not limited to, its employees and/or contractors, (the "State Investigative Personnel") shall conduct investigations in the State for, and at the direction of, the Agency. All investigations pursuant to this Agreement (the "Agency Investigations") shall comply with training as directed by the Agency, regarding the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," including, but not limited to, the regulations under Rule 3130 (Testing & Investigations). All investigations pursuant to this Agreement shall also comply with training provided by the Authority regarding the Rule Series 5000, "Equine Testing and Investigation Standards," including the regulations under Rule 5700 (Standards for Investigations).

(2) Investigations Liaison. The President/CEO of the Corporation names and appoints Paul Brooker, Shannon Garner, and Barbara Borden as the Investigations Liaisons of the State (the "Investigations Liaisons"). The Agency and the Corporation agree that the Investigations Liaisons

shall be the points-of-contact with the Agency for the scheduling of any investigatory work requested by the Agency pursuant to subsection (1) above. Any person named to replace the individuals named as Investigations Liaisons shall be confirmed by written notice to the Agency. In connection with Agency Investigations, the Investigations Liaisons and State Investigative Personnel shall be deemed designees of the Authority pursuant to Rule 8400 (Investigatory Powers).

(3) The Corporation agrees that State Investigative Personnel shall comply with the Agency's policies, procedures, deadlines, and instructions while conducting Agency Investigations, as directed in training provided by the Authority. The Corporation further agrees that the Corporation shall not, in any way, be involved in decision-making in connection with these Agency Investigations, including, but not limited to, instructing or directing such State Investigative Personnel on which individuals or horses should be investigated, or when or where to conduct any portion of an Agency Investigation. However, the Corporation reserves the right to address personnel issues, including, but not limited to, scheduling State Investigative Personnel's time and work assignments, as well as employee hiring, corrective actions, or discipline.

(4) The Corporation understands that, under the Act, the Corporation shall not conduct any investigation in the State covered by the ADMC Program, including, but not limited to, any interviews or searches of any kind, relating to any Covered Horse unless it is at the direction of the Agency. However, State Investigative Personnel may initiate investigations/searches under the ADMC Program and in accordance with this Agreement and the Agency's policies and procedures when the subject matter of the potential investigation/search (i) clearly falls under the ADMC program and (ii) requires urgent or immediate action. If State Investigative Personnel initiate such an investigation, the Corporation or the State Investigative Personnel must notify the Agency of any investigative action taken as soon as practicable, and no later than the end of the same business day.

C. Access to Racetracks.

The Corporation agrees that any individual who presents a credential or letter of authorization issued by the Agency shall be permitted access to any participating racetrack in the State at which Covered Horses compete, and such access shall include all areas of the racetracks, including, but not limited to, the backside. Upon request by the Corporation, the Agency agrees to provide to the Corporation or the Authority an example credential or letter of authorization to facilitate enforcement of this Section. Any changes to such credential or letter of authorization shall be communicated by the Agency to the other Parties.

D. Regulatory Veterinarian.

As set forth in Section I.D supra, the President/CEO of the Corporation names and appoints Chief Veterinarian Dr. Nick Smith and the Corporation's Equine Medical Director as the Regulatory Veterinarians of the State ("Regulatory Veterinarians"). The Parties agree that the Regulatory Veterinarians shall carry out the duties and responsibilities of the Regulatory Veterinarians set forth in the ADMC Program as directed in training provided by the Agency, including, but not limited to, the duties and responsibilities set forth in Rule Series 3000, "Equine

Anti-Doping and Controlled Medication Protocol,” and Rule Series 5000, “Equine Testing and Investigation Standards.” Any person named by the President/CEO of the Corporation to replace any of the individuals named as Regulatory Veterinarians herein shall possess the qualifications set forth in Rule 2134(a) of the Racetrack Safety Program under the Act, and such replacement requires the prior written approval of the Agency.

E. Additional Testing.

(1) In addition to any Agency Samples collected at the direction of the Agency, the Corporation may, under Rule 3132 (Authority to Test), request additional samples be collected from Covered Horses present in the State. Any such request must be made in writing to the Agency (attention: Kate Mittelstadt, Chief of Operations at HIWU@hiwu.org) and must include specific details of the requested testing (e.g., sample types, dates, location, rationale).

(2) Under Rule 3132 (Authority to Test), the Agency may, in its absolute discretion, approve or reject the request to collect and test additional samples. If the request is rejected, the Corporation agrees that the requested testing shall not be conducted by any person, organization, or entity within its authority or control. If the request is granted, (i) the Agency shall determine which sample collection personnel shall conduct the testing (i.e., Agency-Authorized Collection Personnel or personnel retained by the Agency); (ii) the collections shall comply with Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” and Rule Series 5000, “Equine Testing and Investigation Standards”; and (iii) all of the results of such testing shall be sent to, and processed by, the Agency pursuant to Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including all of the regulations in Rules 3240 and 3340 (Results Management).

(3) For each calendar year in which additional testing in the State is approved and conducted pursuant to this Section II.E, the Corporation shall either cover expenses or transmit expenses as needed for such additional testing: the actual cost for collection personnel, equipment, shipping, and laboratory expenses.

F. Testing Laboratories.

(1) For the 2025 calendar year, the Corporation agrees that all Agency Samples which are “A” samples shall be analyzed by, The Industrial Laboratories Company, Inc., a Colorado corporation located at 6116 E. Warren Ave, Denver, CO 80222 (the “State-Appointed Testing Laboratory”). Upon written mutual agreement of the Parties, the Corporation may change State-Appointed Testing Laboratory. For each subsequent year of this Agreement, the Corporation shall appoint the State-Appointed Testing Laboratory by September 30 of the prior year by providing written notice of the appointment to the Agency. (For example, the Corporation shall appoint the State-Appointed Testing Laboratory by September 30, 2025 for use in 2026.) If the Corporation does not appoint a State-Appointed Testing Laboratory by the September 30 deadline, then the Corporation’s State-Appointed Testing Laboratory shall remain unchanged from the prior year absent a written mutual agreement of the Parties. If the State-Appointed Testing Laboratory loses accreditation during a year, then the Corporation or its designee shall appoint a new accredited State-Appointed Testing Laboratory within ten (10) business days. The State-Appointed Testing

Laboratory shall be a laboratory accredited by the Agency and appointed by the Corporation or its designee.

(2) The Corporation understands that, under the Act, any analysis performed on Agency Samples that are “B” Samples shall be sent to, and analyzed by, a laboratory selected by the Agency that is different from the State-Appointed Testing Laboratory.

(3) Notwithstanding any laboratory selection made by the Corporation pursuant to subsection (1) above, if the laboratory selected by the Corporation cannot adequately analyze any Agency Sample for any specific substance or method requested by the Agency, the Corporation understands that, under the Act, the Agency shall have the Samples (both “A” and “B”) sent to a different laboratory of the Agency’s choosing. The Corporation also understands that the Agency has the authority to direct further analysis on all Agency Samples at its discretion.

G. Reimbursement for Investigations. The Agency agrees to reimburse the Corporation for any actual costs or expenses incurred in connection with any Agency Investigation in the State conducted pursuant to Section II.B above. This reimbursement is contemplated for at least the following potential costs: the cost of using Corporation employees as investigators or as witnesses at a hearing or trial (including witness preparation and testimony), meetings, as well as the travel and other expenses necessarily incurred in service of this Agreement. The Corporation agrees to invoice the Agency quarterly for such costs and expenses.

H. Training Opportunities. At least once per year, the Corporation agrees to work in conjunction with the Agency to ensure that training opportunities are available for all Agency-Authorized Collection Personnel and State Investigations Personnel to be organized in conjunction with the Agency, as required under Rule 5450. The Corporation shall provide a suitable location or locations for all necessary trainings. The Agency shall facilitate and deliver all necessary trainings. If one or more Corporation employees are unable to attend a scheduled training, the Agency shall use its best efforts to facilitate and deliver at least one (1) additional annual training to accommodate said employees. The Corporation further agrees that the Agency may review information pertaining to the training opportunities available to Agency-Authorized Collection Personnel and State Investigations Personnel.

I. Arbitration Procedures. The Corporation understands that, under the Act, any anti-doping rule or controlled medication rule violations alleged to have occurred in the State shall be processed pursuant to Rule Series 7000, “Arbitration Procedures.” Under these regulations, alleged anti-doping rule violations shall be heard by the Arbitral Body and alleged controlled medication rule violations shall be heard by the Internal Adjudication Panel. The Corporation agrees that its employees, consultants, and other agents (including, but not limited to, Agency-Authorized Collection Personnel and State Investigative Personnel) shall cooperate with any process or proceeding conducted pursuant to the Arbitration Procedures, including, but not limited to, providing documents and testimony in connection with the case or matter.

J. ADMC Program Scope of Work.

(1) The scope of work and reporting obligations for the ADMC Program (“State Requirements”) under this Agreement are those set forth in the training provided by the Agency regarding Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol”; Rule Series 5000, “Equine Testing and Investigation Standards”; any additional policies and procedures implemented by the Agency that are consistent with the Act; and any regulations approved by the Federal Trade Commission pursuant to the Act (“HIWU Policies”). Copies of HIWU Policies shall be communicated to the Corporation in a manner to allow for timely implementation by the Corporation, which may involve regulatory changes that are subject to review by appropriate administrative or legislative bodies. The Corporation and the Agency shall work together to achieve an agreement on the Corporation’s role in implementing and administering any and all Agency policies that are not promulgated as regulations approved by the Federal Trade Commission. The HIWU Policies shall include a process that is part of the Test Distribution Plan that shall permit Corporation Stewards to select Covered Horses for Post-Race testing, with or without input from the Regulatory Veterinarians. General State Requirements are set forth on Exhibit A to this Agreement. The Parties agree to meet and confer on a regular basis, and at least quarterly, to discuss and collaborate on the effective and efficient implementation and administration of the ADMC Program and the duties and responsibilities set forth in this Section.

(2) The Corporation understands that Agency-Authorized Collection Personnel shall acquire and maintain professional certification from the Agency in order to be permitted to conduct collections of Agency Samples. As directed in training provided by the Agency, the Corporation agrees to provide information relating to the compliance of its Agency-Authorized Collection Personnel with the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” Rule Series 5000, “Equine Testing and Investigation Standards,” and HIWU Policies upon request by the Agency and on forms to be specified by the Agency.

(3) The Corporation agrees to provide the Agency with (a) a certification or affidavit confirming that all Agency-Authorized Collection Personnel (i) have satisfactorily completed a criminal background check within a completion date no earlier than one (1) year prior to the individual’s initial certification date, and (ii) are in good standing with the relevant racetrack(s) at which they will collect samples; and (b) completed conflict of interest statements (in a form specified by the Agency) from all Agency-Authorized Collection Personnel. The Corporation understands that the requirements of subsections (a) and (b) are a condition of certification and recertification of Agency-Authorized Collection Personnel by the Agency. Agency certification of Collection Personnel is valid for two (2) years from their certification or recertification date. After two (2) years, recertification must occur prior to the next race meet at which the individual will collect Samples on behalf of the Agency.

(a) The Corporation agrees to notify the Agency immediately upon the addition of any new employee or contractor that will require authorization and certification from HIWU to serve as Agency-Authorized Collection Personnel, or if any individual’s employment or contract with the Corporation is terminated or not renewed such that their certification and authorization should be revoked by HIWU. Notifications regarding Corporation employees/contractors under this Section II.J(3)(a) must be made to HIWU through HIWU’s Learning Management System and

Sample Collection Personnel Management System (when such systems are made available by the Agency) as soon as reasonably practicable.

(4) If at any time during the term of this Agreement, the Agency, with good cause, believes that the Corporation or any individual Agency-Authorized Collection Personnel or State Investigative Personnel is not satisfying the requirements set forth in this Agreement, it shall notify the Corporation's President/CEO of the reasons for its good faith basis in writing, with specificity and particularity. The Corporation agrees to take any necessary action to promptly correct the non-compliant conduct or prevent any future non-compliance to the satisfaction of the Agency. If the individual at issue continues to be non-compliant, or if the initial conduct was so egregious as to warrant removal from the individual's position as Agency-Authorized Collection Personnel or State Investigative Personnel (as determined by the Agency in its sole discretion), then the Agency may revoke the individual's certification and require the Corporation to cease assigning said individual to perform further services under this Agreement. The Corporation shall promptly comply with such request. Any action by the Agency under this subsection shall in no way affect the employment status of any individual and shall in no way impair the Corporation's right to continue to employ such individual. The Agency acknowledges that Agency-Authorized Collection Personnel and State Investigative Personnel are not employees of the Agency.

K. Information Sharing.

(1) The Corporation agrees that Chief Veterinarian Dr. Nick Smith, Chief Steward Barbara Borden, the Corporation's Equine Medical Director, and/or the Corporation's Chief Legal Officer shall provide the Agency, on a timely basis, with any information, documentation, or evidence that these individuals receive or discover relating to known or probable violations of the ADMC Program. The Corporation further agrees that it will advise its Board Members to inform the Agency of known or probable violations of the ADMC Program.

(2) The Agency agrees that it shall provide the Corporation, on a timely basis, with any information, documentation, or evidence that it receives or discovers relating to known or probable violations of the State's laws, regulations, or rules, which are not preempted by the Act.

(3) In addition to any notifications required by the Act to be made by the Agency to the Corporation, the Agency shall notify the Corporation of negative tests from the Agency Samples that are "A" Samples for a specific Race Day within three (3) business days of the Agency's receipt of those results from the State-Appointed Testing Laboratory. This notification shall be made by email to the individual(s) named in Exhibit B, or their respective successors. This notification shall not be made for a specific Race Day until all of the results for that day have been received by the Agency.

(4) The Agency shall provide a copy of all ADMC Program notice letters, charge letters, and atypical findings for matters originating in Kentucky to the individuals listed in Exhibit B.

(5) Exhibit B sets out the contact information and names of Corporation staff that shall receive the specific notices/notifications contemplated under Section II of this Agreement. Exhibit

B may be amended by the Parties at any time upon written mutual agreement (e-mail acceptable). All individuals named within Exhibit B are subject to the confidentiality provisions set forth in this Agreement.

L. Confidentiality.

(1) The Corporation agrees that the content of any notices, including Equine Anti-Doping (“EAD”) Notices under Rule 3245 and Equine Controlled Medication (“ECM”) Notices under Rule 3345, received by it from the Agency pursuant to the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” (the “Confidential Information”) shall not be publicly disclosed by the Corporation or its officers, directors, employees, or agents unless and until (a) that information has been publicly disclosed by the Agency pursuant to the requirements of the Act, or (b) the Agency has given written consent for the information to be disclosed. In addition, the Corporation agrees not to disclose the Confidential Information to any person other than to such of its officers, directors, employees, or agents who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Corporation agrees that it shall be responsible for any breach of this Agreement by its officers, directors, employees, or agents, in that the Corporation shall take prompt action to correct the non-compliant conduct or prevent any future non-compliance, as set forth in Section J.(4). Likewise, the Agency agrees that any such notices shall bear a watermark or other marking agreed upon by the Parties denoting the confidential and proprietary nature of the document.

(2) The Parties agree that the Corporation is required to comply with the requirements of the Kentucky Open Records Act, as set forth in KRS 61.870, *et seq.* The Open Records Act’s requirements supersede any contractual requirements set forth in this Agreement. Notwithstanding the foregoing, the Parties acknowledge that KRS 61.878(1)(k) permits withholding of certain information deemed confidential pursuant to the regulations promulgated under the Horseracing Integrity and Safety Act of 2020 (the “Act”), including Rule 3610 (Confidentiality and Reporting), and Section 3054(b) of the Act, which states that the Act preempts any provision of state law with respect to matters within the jurisdiction of the Authority. Upon receipt of an Open Records Request seeking the disclosure of documents relating to Rule 3610 and Section 3054(b) of the ADMC Program, the Corporation agrees to provide the Authority and/or the Agency with appropriate notification and opportunity to challenge the disclosure of such records. The Corporation shall only disclose records that are confidential under Section 3054(b) of the Horseracing Integrity and Safety Act of 2020 and/or Authority Rule 3610, in the event of (a) a Court Order requiring same, following the exhaustion of all appeals; or (b) permission from the Agency or Authority after notification.

M. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Corporation and its employees or agents from and against any and all claims, losses, damages, injury, liability and costs, including, but not limited to, reasonable attorneys’ fees and court costs, resulting from, or arising out of, or in any way connected with, the ADMC Program Scope of Work as defined in Section II.J above, except to the extent that such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by, or result from, the willful misconduct of the Corporation or its employees or agents. Any enforcement actions related to the ADMC Program Scope of Work shall be the responsibility of, and shall be defended by, the



Authority and the Agency. Any appeals or challenges to actions taken by Corporation employees or agents when enforcing the Act or federal rules or regulations promulgated pursuant to the Act shall proceed pursuant to the enforcement rules of the Act and shall be defended by the Authority and the Agency. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including, but not limited to, sovereign or qualified immunity, possessed by the Corporation and its employees or agents.

N. HIWU Regulations, Policies, Procedures, and Forms. The Agency shall provide the Corporation with a copy of all existing, amended, and new training materials, regulations, policies, procedures, and forms. This notification shall be provided to Corporation President/CEO Jamie Eads or her successor within twenty-four (24) hours of implementation. The Corporation shall be afforded a reasonable time to implement any such changes once notice of a new regulation, protocol, or procedure is provided to the Corporation by the Agency.

### **III. General Provisions**

#### **A. Term and Termination**

(1) This Agreement shall be effective on the Effective Date. If the Agreement requires further approvals of any other agency, Corporation, board or authority under applicable state law, and such approval does not occur on or before the Effective Date, this Agreement shall terminate and be of no force or effect. This Agreement shall terminate on December 31, 2025, unless the Parties agree in writing, on or before December 13, 2025, to extend the term of the Agreement beyond that date.

(2) This Agreement may be terminated by any Party upon one hundred twenty (120) days written notice to each Party or its successor. This Agreement may be terminated immediately by the Corporation if either (a) the Horseracing Integrity and Safety Act of 2020 (as amended) is found unconstitutional by a court of competent jurisdiction, with all appeals being exhausted; or (b) the Horseracing Integrity and Safety Authority or the Horseracing Integrity & Welfare Unit is enjoined or restrained from operation by a court of competent jurisdiction.

(3) This Agreement may be terminated by the Agency upon sixty (60) days written notice if the Agency has determined, in good faith, that the Corporation, Agency-Authorized Collection Personnel, or State Investigative Personnel have (a) failed to substantially comply with the requirements of Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," or any HIWU Policy; and (b) failed to achieve compliance within thirty (30) days after written notice of this breach was provided to the Corporation pursuant to Section III.B. of this Agreement. Any written notice provided pursuant to this subsection shall include the basis for the Agency's determination.

(4) If any Party defaults in a material obligation under this Agreement and continues in default for a period of thirty (30) days after written notice of default is given to it by another Party, the other Party may terminate and cancel this Agreement, immediately upon written notice

of termination given to the defaulting Party. The written notice of default shall include specific citations to events related to the defaulting Party's obligations in service of this Agreement.

(5) If this Agreement is terminated pursuant to this Section III.A, (a) the certification of all Agency-Authorized Collection Personnel shall be revoked by the Agency, and (b) the Agency shall, pursuant to the Act, take direct control of all anti-doping and controlled medication testing and investigative operations in the State with respect to Covered Horses.

B. Notices. All notices required to be provided hereunder shall be in writing and shall be deemed delivered if (1) if sent by overnight courier with signature confirmation of the receiving party's authorized personnel as set forth below, by the date after mailing to the addressees set forth below or their successors (with a copy emailed to the email addresses set forth below or their successors), (2) if provided by hand delivery, upon actual receipt or (3) if sent by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mail, to the addressees set forth below or their successors (with a copy emailed to the email addresses set forth below or their successors) or at such other location as such Party notifies the other pursuant to this provision.

If to the Authority:

401 West Main Street, Unit 222  
Lexington, Kentucky 40507  
Attention: Lisa Lazarus  
[lisa.lazarus@hisaus.org](mailto:lisa.lazarus@hisaus.org)

with a copy to:

Ransdell Roach & Royse PLLC  
176 Pasadena Drive, Building One  
Lexington, Kentucky 40502  
Attention: John C. Roach  
[john@rrrfirm.com](mailto:john@rrrfirm.com)

If to the Agency:

4801 Main Street, Suite 350  
Kansas City, MO 64112  
Attention: Ben Mosier,  
Executive Director  
[bmosier@hiwu.org](mailto:bmosier@hiwu.org)

with a copy to:

Michelle Pujals,  
HIWU General Counsel  
[mpujals@hiwu.org](mailto:mpujals@hiwu.org)

If to the Corporation:

Kentucky Horse Racing and Gaming Corporation  
4047 Iron Works Pkwy.  
Lexington, KY 40511  
Attention: President/CEO Jamie Eads  
[jamie.eads@ky.gov](mailto:jamie.eads@ky.gov)

with a copy to:

Kentucky Horse Racing and Gaming Corporation  
4047 Iron Works Pkwy.  
Lexington, KY 40511  
Attention: COO Susan Speckert  
[susan.speckert@ky.gov](mailto:susan.speckert@ky.gov)

C. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect. If such an event occurs and the Parties are unable to make the provision or the Agreement valid or legal, then any unused funds paid to the Authority shall be returned to the racetracks.

D. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties with respect to the subject matter hereof.

E. Amendment and Waiver. This Agreement may be modified or amended only in a writing signed by all Parties. A Party's failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

F. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Kentucky, without regard to its conflicts of laws principles. Any dispute concerning this Agreement will be heard in the U.S. District Court for the Eastern District of Kentucky.

G. Assignability. The Agency may assign this Agreement to an affiliate, a successor in connection with a merger, acquisition, or consolidation, or to the purchaser in connection with the sale of all or substantially all of Agency's assets without consent of the Corporation but with appropriate notice to the Corporation of no less than ten (10) business days. This Agreement and all of the terms and provisions hereof shall be binding upon, enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original.

I. Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, feminine, neuter, or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

J. Reimbursement. The Authority and Agency expressly agree the Corporation may seek reimbursement for any costs and/or expenses incurred as part of its administration and enforcement of the ADMC Program and Racetrack Safety Program directly from the racetracks licensed by the Corporation. The Authority and Agency expressly agree they will not argue or allege such reimbursement is prohibited by 15 U.S.C. 3052. Additionally, the parties expressly agree that the Corporation shall not collect, remit, or pay any fees to the Authority or the Agency from the Thoroughbred tracks under the Corporation's jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Voluntary Implementation Agreement as of date first written above.

HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.

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

Name: Lisa Lazarus  
Title: Chief Executive Officer

HORSERACING INTEGRITY & WELFARE UNIT,  
A DIVISION OF DRUG FREE SPORT, LLC

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

Name: Ben Mosier  
Title: Executive Director

KENTUCKY HORSE RACING AND GAMING CORPORATION

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

Name: Jamie H. Eads  
Title: President & CEO, Kentucky Horse Racing and Gaming Corporation

## EXHIBIT A

### STATE REQUIREMENTS

The State Requirements set forth below are requirements for testing, personnel, and investigations, if applicable.

#### **Post-Race Testing**

- Post-Race testing is planned by the Agency for all Covered Horseraces.
- A sufficient number of Agency-Authorized Collection Personnel must be provided by the Corporation to complete all Agency issued Post-Race testing missions.
- Post-Race testing missions include, but are not limited to, Post-Race collection of blood and urine Samples from each Covered Horse selected for testing, and the collection of hair Samples when necessary.
- The Agency's selection criteria for Post-Race testing will include: winners, specials, and/or claimed horses.
- Agency Authorized Collection Personnel are responsible for (1) tagging all Covered Horses selected for Post-Race testing, and (2) notifying the relevant Nominated or Responsible Person. Tagging and notification responsibilities may be completed by another individual at the track (i.e. a track or Corporation designated employee such as the clerk of scales, an outrider, or someone who already has responsibilities at the winner's circle or finish line) as long as such person has been approved and trained by the Agency.
- Post-Race testing shall be conducted in the designated Test Barn at the relevant Racetrack. The Racetrack, the Corporation, and Agency-Authorized Collection Personnel must jointly ensure that the Test Barn is maintained in accordance with the ADMC Rules and the Agency's Policies and Procedures.
- The Agency recommends that all Veterinarians working at the Racetrack become Agency-Authorized Collection Personnel in the event that Sample collection is required for a fatality or injury during racing or training, in compliance with the HISA Racetrack Safety Rules.
- Claimed Horse Sample collections may be required or requested by a claimant. Only an Agency-Authorized Blood Collection Officer may conduct Sample Collections involving claimed horses.

#### **Personnel Requirements Specific To Post-Race Testing**

- 1 designated Test Barn Veterinarian
  - Must be an Agency Authorized Blood Collection Officer (i.e. a Veterinarian or Vet Tech, if allowed by the state). The Test Barn Veterinarian is designated to the Test Barn for the entirety of Post-Race testing, and may serve as both the Test Barn Veterinarian and the Test Barn Supervisor.
- 1 designated Test Barn Supervisor

- Must be an Agency-Authorized Blood Collection Officer (i.e. a Veterinarian or Vet Tech, if allowed by the state). The Test Barn Supervisor shall carry out the responsibilities of the Test Barn Supervisor as established in the Agency's Policies and Procedures.
- 4 (at a minimum) Agency-Authorized Collection Personnel or Collection Assistants (i.e. Test Barn Workers). Agency-Authorized Collection Personnel are responsible for urine collection and sample processing, monitoring of the Test Barn, stall cleaning, and any other duties set forth in the Agency's Policies and Procedures.
- 1 designated Test Barn Security Guard
  - The Test Barn Security Guard may be provided by the Corporation or the track

### **TCO2 Testing**

- TCO2 testing is planned for the majority of Race Days, including all Race Days that have Stakes Races.
- A sufficient number of Agency-Authorized Collection Personnel must be provided by the Corporation to complete all Agency issued TCO2 testing missions.
- TCO2 testing missions include, but are not limited to, the collection of Blood samples.

### **Personnel Requirements Specific to TCO2 Testing**

- 1 (at a minimum) Agency-Authorized Blood Collection Officer (i.e. a Veterinarian or Vet Tech, if allowed by the state) shall be available to conduct TCO2 testing on a majority of Race Days.
  - Track logistics, testing volume, and other factors may necessitate that additional Agency-Authorized Blood Collection Officers be available to complete the required Agency testing missions.
- 2 (at a minimum) Agency Authorized Blood Collection Officers may be required for Race days containing Graded Stakes Races and/or two or more Stakes Races.
  - The Agency will coordinate with the Corporation and/or the tracks when its Test Distribution Plan will require additional Agency Authorized Collection Personnel, and work in conjunction with such personnel to ensure testing objectives are met.
- The Agency recommends that 1 Agency-Authorized Collection Personnel or Collection Assistant be present for TCO2 testing to assist with notification, paperwork, and/or sample processing to ensure testing missions are completed.

### **Out-of-Competition (OOC) Testing**

- OOC testing missions will be requested on at last 3 Race Days per month during race meets.
- OOC testing missions will be requested on at least 3 dark days (i.e. non-Race Days) per month during race meets.

- Vets' List testing may require at least 2 testing missions per week depending on demand and volume, the racing schedule, and the number of Covered Horses stalled at a track or in the relevant horse population.
- OOC testing missions may be requested at affiliated Training Centers and private farms or facilities.
- A sufficient number of Agency-Authorized Collection Personnel must be provided by the Corporation to complete all Agency issued OOC testing missions.
- OOC testing missions include, but are not limited to, the collection of blood Samples, and the collection of hair and/or urine Samples when necessary.
- OOC testing missions also include assignments for Vets' List testing, Post-Work, Clearance Testing, and when required, Sample collections following injuries or fatalities not associated with racing.
- OOC Testing may be requested at any time while Covered Horses are allowed to be stabled at the relevant tracks, regardless of the racing calendar.
- Vets' List scheduling requires a minimum of 48 hours notice and a request by a Regulatory Vet to the Agency.

### **Personnel Requirements Specific to OOC Testing**

- 1 (at a minimum) Agency-Authorized Blood Collection Officer (i.e. Veterinarian or Vet Tech, if allowed by state) for each OOC testing mission
  - Track logistics, testing volume, and other factors may require more than 1 Agency-Authorized Blood Collection Officer to complete Agency issued testing missions.
- The Agency recommends that 1 Agency-Authorized Collection Personnel or Collection Assistant be present for OOC testing missions to assist with notification, paperwork, and/or sample processing to ensure testing missions are completed.

### **Transfer Testing**

- Transfer testing will be conducted only when requested and in accordance with the ADMC Rules.
- Agency-Authorized Collection Personnel will be required to complete Agency issued Transfer testing missions.
- Transfer testing missions include, but are not limited to, the collection of blood Samples.

### **General Requirements**

- Coordination of shipping of Agency Samples to selected laboratories
- State Investigative Personnel for service of notices and accompanying searches
- State Investigative Personnel for other tasks as requested by the Agency and agreed upon by the Corporation

- Coordination of Stewards to assist with directing the selection of Covered Horses to the Test Barn on Race Days pursuant to HIWU Policies
- Minimum unemployment and workers' compensation insurance policies required by law
- Required work permits/authorizations for collection and investigations personnel for Agency-Authorized Collection Personnel and State Investigative Personnel



## **EXHIBIT B**

### **Contacts**

#### EAD/ECM Notices, Charges, Sanctions, Atypical Findings

Jamie Eads, President/CEO, jamie.eads@ky.gov  
Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov  
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov  
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov  
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov  
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov  
Barbara Borden, Chief Steward, barbara.borden@ky.gov  
Brooks Becraft, State Steward, brooks.becraft@ky.gov  
Beth Bungert, Safety Steward, beth.bungert@ky.gov  
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov

#### Negative Results

Jamie Eads, President/CEO, jamie.eads@ky.gov  
Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov  
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov  
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov  
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov  
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov  
Barbara Borden, Chief Steward, barbara.borden@ky.gov  
Brooks Becraft, State Steward, brooks.becraft@ky.gov  
Beth Bungert, Safety Steward, beth.bungert@ky.gov  
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov

#### Race Day; Post Race; TCO2

Jamie Eads, President/CEO, jamie.eads@ky.gov  
Susan Speckert, Chief Operating Officer, susan.speckert@ky.gov  
Ashleigh Bailey, Chief Legal Officer, ashleigh.bailey@ky.gov  
Dr. George Mundy, Interim Equine Medical Director, george.mundy@ky.gov  
Dr. Nick Smith, Chief Racing Veterinarian, nick.smith@ky.gov  
Dr. Sarah Padilla, Racing Veterinarian, sarah.padilla@ky.gov  
Barbara Borden, Chief Steward, barbara.borden@ky.gov  
Brooks Becraft, State Steward, brooks.becraft@ky.gov  
Beth Bungert, Safety Steward, beth.bungert@ky.gov  
Paul Brooker, Director of Enforcement, paul.brooker@ky.gov

#### Vets' List

Jamie Eads, President/CEO, jamie.eads@ky.gov

Susan Speckert, Chief Operating Officer, [susan.speckert@ky.gov](mailto:susan.speckert@ky.gov)  
Ashleigh Bailey, Chief Legal Officer, [ashleigh.bailey@ky.gov](mailto:ashleigh.bailey@ky.gov)  
Dr. George Mundy, Interim Equine Medical Director, [george.mundy@ky.gov](mailto:george.mundy@ky.gov)  
Dr. Nick Smith, Chief Racing Veterinarian, [nick.smith@ky.gov](mailto:nick.smith@ky.gov)  
Dr. Sarah Padilla, Racing Veterinarian, [sarah.padilla@ky.gov](mailto:sarah.padilla@ky.gov)  
Barbara Borden, Chief Steward, [barbara.borden@ky.gov](mailto:barbara.borden@ky.gov)  
Brooks Becraft, State Steward, [brooks.becraft@ky.gov](mailto:brooks.becraft@ky.gov)  
Beth Bungert, Safety Steward, [beth.bungert@ky.gov](mailto:beth.bungert@ky.gov)  
Paul Brooker, Director of Enforcement, [paul.brooker@ky.gov](mailto:paul.brooker@ky.gov)  
Jennifer Engel, Racing Veterinary Coordinator, [jennifer.engel@ky.gov](mailto:jennifer.engel@ky.gov)



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Jonathan Rabinowitz**  
CHAIRMAN

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Travers Manley, Senior Vice President of Gaming  
DATE: December 10, 2024  
RE: **REQUEST FOR APPROVAL OF TOTALIZATOR SERVICE LICENSES FOR 2025**

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Three (3) entities applied for a license to provide totalizator services to Kentucky licensed associations for the calendar year 2025. All applicants completed and submitted Form KHRGC 3-030-1, the totalizator services application, and provided information regarding their backgrounds and operations. This information is required by 810 KAR 3:030 and allows the KHRGC staff to investigate the scope of services to be offered by applicants. The KHRGC staff reviewed all submitted material and made necessary requests for supplemental information, which was provided.

Each application is for a renewed license and all three entities operated in Kentucky in 2024. The KHRGC staff recommends approval of a renewal license to provide totalizator services for the calendar year 2025 for the following applicants:

- 1. Amtote International, Inc.
- 2. Global Tote US, LLC
- 3. United Tote Company

BOARD ACTION

\_\_\_\_\_ Approve  
\_\_\_\_\_ Defer  
\_\_\_\_\_ Deny



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Jonathan Rabinowitz**  
CHAIRMAN

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

**TO:** Kentucky Horse Racing and Gaming Corporation  
**FROM:** Travers Manley, Senior Vice President of Gaming  
**DATE:** December 10, 2024  
**RE:** **REQUEST FOR APPROVAL OF ADVANCE DEPOSIT ACCOUNT WAGERING LICENSES FOR 2025**

Eight (8) entities applied to offer advance deposit account wagering (“ADW) services to Kentucky residents for the calendar year 2025. All applicants completed and submitted Form KHRGC 3-040-1, the ADW application, and provided information regarding their backgrounds and ADW operations. This information is required by 810 KAR 3:040 and allows the KHRGC staff to investigate the scope of services offered by applicants in addition to their suitability with the Kentucky horse racing industry.

Each ADW applicant is bonded or has secured funding for handle and player account balance liabilities. Additionally, each ADW applicant has submitted a certified statement ensuring the non-commingling of any player deposits. The KHRGC staff reviewed all submitted material and made necessary requests for supplemental information, which was provided.

All applications reviewed are for renewed licenses and all applicants operated in Kentucky in 2024. The KHRGC staff recommends approval of a renewal license to conduct advance deposit account wagering for the calendar year 2025 for the following applicants:

1. AmWest Entertainment, LLC
2. eBet Technologies, Inc.
3. Lien Games Racing, LLC
4. NYRAbets, LLC
5. ODS Technologies, L.P. d/b/a TVG & FanDuel Racing
6. Churchill Downs Technology Initiatives Company
7. WatchandWager.com LLC
8. Xpressbet, LLC

**BOARD ACTION**

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny

@kyhorseracing | KHRC.KY.GOV

An Equal Opportunity Employer M/F/D





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Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Susan Speckert, Chief Operating Officer  
DATE: December 10, 2024  
RE: **OUTSOURCED FINANCE AND HUMAN RESOURCE SERVICES SUCCESSFUL BIDDER AND CONTRACT**

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The KHRGC Board approved issuance of an RFP for Outsourced Finance and Human Resource Services on September 6, 2024. Pursuant to the Memoranda of Agreement between the KHRGC and Public Protection Cabinet, KHRGC continues to follow all state rules and regulations regarding procurement, including provisions of KRS Chapter 45A. The RFP was issued on October 17<sup>th</sup> and proposals due on November 18<sup>th</sup>.

Proposals were reviewed and scored on November 18<sup>th</sup> pursuant to Finance Cabinet regulations. The successful bidder was Dean Dorton Allen Ford, PLLC. The proposal met or exceeded all criteria and was the best value for the Commonwealth.

A copy of the draft contract is attached, which contains the scope of work and pricing. The scope of work items were taken directly from the RFP and Dean Dorton’s proposal. Should the Board approve the contract, it will be filed with the Government Contract Review Committee for final consideration and approval.

The contract was considered and approved by the KHRGC Transition Committee on December 3, 2024.

KHRGC staff recommends approval.

**BOARD ACTION**

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny



# Commonwealth of Kentucky

## CONTRACT

<b>Document Number:</b>	PON2 374 2500001458	<b>Version:</b>	1
Record Date:			
Document Description:	Outsourced Finance and Human Resource Services		
Cited Authority:	FAP111-43-00-STD Personal Services Contracts-Standard		
Reason for Modification:			

<b>Issuer Contact:</b>	
Name:	Jennifer Spencer
Phone:	502-782-5203
E-mail:	Jennifer.Spencer@ky.gov

<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0018431
DEAN DORTON ALLEN FORD PLLC	<b>Vendor Contact</b>	
	Name:	JULIA RAY
250 W. Main Street	Phone:	5025661031
14th Floor	E-mail:	JRAY@deandorton.com
LEXINGTON KY 40507		

**Effective From:** 2025-01-02      **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Outsourced Finance and HR Services	\$0.000000	\$942,000.00	\$942,000.00

**Extended Description:**

To transition finance and human resource systems from the Commonwealth to the Corporation, the vendor will provide comprehensive outsourced finance, budget, accounting, and human resource services in the short-term and to assist the Corporation in determining the best long-term solutions for providing these services.

<b>Shipping Information:</b>	<b>Billing Information:</b>
Kentucky Horse Racing Commission 4047 Iron Works Parkway  Lexington KY 40511	Kentucky Horse Racing Commission 4047 Iron Works Parkway  Lexington KY 40511

**Effective From:** 2025-01-02      **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Travel (lodging, meals, etc.)	\$0.000000	\$20,000.00	\$20,000.00

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**Extended Description:**

Travel (lodging, meals, etc.)

<b>Shipping Information:</b>				<b>Billing Information:</b>			
Kentucky Horse Racing Commission 4047 Iron Works Parkway				Kentucky Horse Racing Commission 4047 Iron Works Parkway			
Lexington		KY	40511	Lexington		KY	40511

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$962,000.00</b>
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PERSONAL SERVICE CONTRACT FOR  
 OUTSOURCED FINANCE AND HUMAN RESOURCE SERVICES  
 BETWEEN  
 THE COMMONWEALTH OF KENTUCKY  
 KENTUCKY HORSE RACING AND GAMING CORPORATION

AND

Dean Dorton Allen Ford, PLLC  
 250 West Main Street, Suite 1400  
 Lexington, KY 40507

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, Public Protection Cabinet/Kentucky Horse Racing and Gaming Corporation (“the Commonwealth”) and Dean Dorton Allen Ford, PLLC (“the Contractor”) to establish a contract for Outsourced Finance and Human Resource Services. The initial PSC is effective from January 02, 2025 through June 30, 2026.

Per the solicitation, the Commonwealth reserves the right to renew this contract for up to two (2) additional two-year periods.

RFP 374 2500000108  
 INITIAL CONTRACT: PON2 374 2500001458 – 01/02/2025-06/30/2026

The Commonwealth and Contractor agree to the following:

**I. Scope of Contract**

Contractor shall perform outsourced finance and human resource services for the Commonwealth. The scope of work for outsourced finance and human resource services shall include, but not be limited to, the following:

A. Finance Services. Transition comprehensive finance services to Contractor. Outsourced services shall include, but not be limited to the following:

1. Fund accounting systems expected to manage up to 30 separate funds.
2. Accounts payable/receivable systems and workflow, including controls and protocols to allow for ACH, check or credit card payments, online payment processing, and invoicing.
3. Procurement systems.
4. Month-end closing and reporting obligations
5. Budget development and management, including preparation of financial statements.
6. Audit processes and support.
7. Fixed assets and inventory management system.



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8. Tax and other legal compliance.

B. Human Resource Services.

1. Human Resources Information Systems Management, including time reporting and payroll, human resource related compliance and reporting.
2. Employee performance management system.
3. Risk management.

C. Banking and Investment Management.

1. Establish necessary accounts, which will involve issuance of requests for proposals, and reconciliation and reporting systems.
2. Establish credit card program, including employee spend control.

D. Training and Consultation.

1. Provide training and consultation services related to outsourced services, including training on new systems, controls, protocols, and policies.
2. Provide training and support on required technology systems.
3. Offer expertise in integrating technology solutions and creating efficiencies to support internal controls and compliance.

Monthly work--Accounting

- Manage an efficient accounting workflow process that includes internal controls and segregation of duties.
- 24/7 access data managed through these online systems: Intacct (accounting software), BILL (bill pay/AR management system).
- Oversee the purchasing process, including management of purchase order workflow and technology.
- Oversee the accounts payable process, including automation and workflows, data entry and payment of bills.
- Oversee the accounts receivable process, including automation and workflows, data entry and infrastructure for online payment on customer access to invoices.
- Oversee cash handling processes, including receipt data entry.
- Manage post office box for receipt of payments.
- Deliver manual deposits to the bank weekly (Lexington or Louisville).
- Complete monthly bank and credit card reconciliations.
- Oversee the revenue recognition process, including monthly reconciliation to supporting licensure database.
- Prepare and enter monthly journal entries related to payroll, depreciation, accrual activity, etc.
- Reconcile all material asset and liability accounts each month and maintain reconciliation records for audit.
- Prepare monthly financial statements by the 25th day following the reporting date. This timeline assumes that outstanding documentation and responses required from Corporation have been received at least 2 business days prior. Standard monthly reporting package to include the following:
  - Statement of Financial Position
  - Statement of Activities

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- Statement of Cash Flow
- Report of Revenue and Expense by Fund
- Prepare other requested financial reports as needed and within reasonable timeframes.
- Maintain real-time dashboards data addressing key performance indicators.
- Advise on the development of an annual budget.
- Prepare a quarterly analysis of budget gaps, identifying areas of achievement and concern. Assist in the development and oversight of action plans to address budget gaps.
- Maintain a schedule of fixed assets and depreciation.
- Meet remotely with Corporation’s staff leadership monthly to advise/consult regarding financial data, fiscal and business integrity, cash flow, and general business challenges.
- Prepare and electronically file annual 1099 forms.
- Collect requested supporting documentation in response to annual audit sample selection and assist in other general audit-related requests.
- Examine draft audit reports for completeness and correctness with financial records.
- Assist in the evaluation and response to any audit findings or recommendations.
- Coordinate with tax provider to complete the annual 990 information return.

Monthly Work—Human Resources

- Supporting basic HR related employee and manager questions.
- Compiling and submitting bi-weekly payroll to the appropriate payroll provider – note that On Plane may need to implement a new payroll platform to have appropriate access to fully support all aspects of payroll, many of which are likely driven by the Commonwealth of Kentucky currently.
- Coordinating with appropriate benefits and pension resources for employee questions, changes or services.
- Supporting the employee performance management system and Employee and Leader training on the process.
- Risk management for HR Compliance.

**II. Contract Components and Order of Precedence**

The Commonwealth’s acceptance of the Contractor’s offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties.
3. Any Addenda to the Solicitation.
4. The Solicitation and all attachments
5. Any Best and Final Offer.
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation.
7. The Contractor’s proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

**III. Negotiated Items**

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Not Applicable

**IV. Pricing**

Pricing through June 30, 2026

Accounting Software and Process Implementation (one-time)	\$55,000
HRIS and Payroll and Process Implementation (one-time)	\$50,000
Monthly Fee for Accounting and Finance Advisory Services	\$29,000
Monthly Fee for Human Resources Services	\$17,500
Recurring Monthly Cost (excluding one-time implementation costs)	\$46,500
Not to Exceed	\$942,000
Travel expenses will be reimbursed (lodging, meals, etc.) with original receipts and mileage will be reimbursed at the current state rates (subject to change quarterly) not to exceed	\$20,000
<b>Total Contract not to exceed</b>	<b>\$962,000</b>

**V. Invoicing**

The Contractor should submit invoices setting forth the hours worked and the expenses for which reimbursement is sought on a monthly basis.

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**Personal Service Contract Standard Terms and Conditions  
Revised August 2024**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

**2.00 Renewals**

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

**3.00 LRC Policies**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

**4.00 Choice of Law and Forum**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

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**5.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**6.00 Cancellation**

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**7.00 Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**8.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**9.00 Authorized to do Business in Kentucky**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> therefore, foreign entities should submit a copy of their certificate with their solicitation response.

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at: <https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

**10.00 Invoices for fees**

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The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

**Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.**

\*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

**11.00 Travel expenses, if authorized**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Other expenses, if authorized herein**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**13.00 Purchasing and specifications**

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

**14.00 Conflict-of-interest laws and principles**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**15.00 Campaign finance**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the

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company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**16.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**17.00 Protest**

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

**Holly M. Johnson, Secretary**  
Commonwealth of Kentucky  
Finance and Administration Cabinet  
Office of the Secretary  
200 Mero Street, 5th Floor  
Frankfort, KY 40622

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

**18.00 Social Security**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

**19.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within

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the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

**20.00 Discrimination**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase



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order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**21.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

**Boycott Provisions**

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

**Lobbying Prohibitions**

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The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Phase	Document Description	Page 14
2500001458	Draft	Outsourced Finance and Human Resource Services	Total Pages: 14

**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Jonathan Rabinowitz**  
CHAIRMAN

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Drew Conners, Director of Incentives & Development  
DATE: December 4, 2024  
RE: **RATIFICATION OF PRESIDENT EADS' APPROVAL OF TURFWAY PARK LLC'S BACKSIDE IMPROVEMENT REQUEST**

---

The Corporation received the enclosed letter from Turfway Park on November 1, 2024, seeking permission to use Backside Improvement Funds for the following:

- Single Muck Bin Replacement

Total Cost: \$18,885.00

The Kentucky Thoroughbred Association ("KTA") / Kentucky Thoroughbred Owners and Breeders ("KTOB"), and the Kentucky Horsemen's Benevolent and Protective Association ("KYHBPA") were all contacted prior to President Eads' final approval. The KHRGC confirms the project meets the statutory and regulatory requirements of KRS 230.3615 & 810 KAR 7:010. Funding is available. KHRGC staff will inspect the installation once the project is complete. All invoices, photographs and communication will remain on file at the KHRGC Offices for Corporation review.

Due to the time constraint of the request, President Eads granted conditional approval of the proposed Backside Improvement Fund Request.

KHRGC Staff Recommends Approval.

BOARD ACTION

\_\_\_\_\_ Approve  
\_\_\_\_\_ Defer  
\_\_\_\_\_ Deny



**October 10, 2024**

**Drew Conners**

**4047 Iron Works Parkway  
Lexington, Kentucky 40511**

Mr. Conners:

Turfway Park Racing & Gaming would like to request \$18,885 from the Backside Improvement Fund (BIF) to replace a muck bin that had to be demolished due to safety reasons. We currently have a balance of over \$32,000 in BIF for Turfway Park.

The new muck bin is a critical need for the Turfway Park horsemen who will agree with the request.

Attached are two quotes for the work. We are choosing the lowest bid.

We would like to start the construction of the muck bin as soon as possible as our barn area is completely full and the absence of the original bin is causing issues with blowing straw and horse waste.

Please contact me should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Daniel Bach". The signature is written in a cursive, flowing style.

Daniel "Chip" Bach, Jr.

Turfway Park, LLC

**From:** [Eads, Jamie \(KHRGC\)](#)  
**To:** [Conners, Drew J \(KHRGC\)](#)  
**Subject:** Re: Backside Improvement Request  
**Date:** Monday, November 4, 2024 11:57:46 AM  
**Attachments:** [image001.png](#)

---

Yes, fine to proceed

Get [Outlook for iOS](#)

---

**From:** Conners, Drew J (KHRGC) <Drew.Conners@ky.gov>  
**Sent:** Monday, November 4, 2024 8:45:46 AM  
**To:** Eads, Jamie (KHRGC) <Jamie.Eads@ky.gov>  
**Subject:** FW: Backside Improvement Request

**\*\*CAUTION\*\* PDF attachments may contain links to malicious sites. Please contact the COT Service Desk [ServiceCorrespondence@ky.gov](mailto:ServiceCorrespondence@ky.gov) for any assistance.**

---

Hi, Good Morning,

Here is the request from Chip on backside improvement for the muck bin replacement. Let me know if you agree with the ratification and grant approval. I will then put the memo together with the proper documentation to put in front of Corp. on Dec. 10<sup>th</sup>.

Thanks,

Drew



**Drew Conners**  
DIRECTOR OF INCENTIVES & DEVELOPMENT  
Kentucky Horse Racing & Gaming Corporation  
4047 Iron Works Parkway  
Lexington, Kentucky 40511  
(859) 246-2040 OFFICE  
(502) 782-8536 DIRECT

CONFIDENTIALITY NOTICE: This e-mail, including any attachments, is private and confidential and contains information intended to be conveyed only to the designated recipient(s). If you are not an intended recipient, please delete this e-mail, including attachments, and notify me by return e-mail. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful.

---

**From:** Chip Bach (Turfway) <Chip.Bach@turfwaypark.com>  
**Sent:** Friday, November 1, 2024 4:18 PM  
**To:** Conners, Drew J (KHRGC) <Drew.Conners@ky.gov>  
**Cc:** Matthew Shehadi <matthew.shehadi@turfwaypark.com>; David Smart (Turfway) <David.Smart@turfwaypark.com>; Tyler Picklesimer (Turfway) <Tyler.Picklesimer@turfwaypark.com>; Gary Palmisano (CDI) <Gary.Palmisano@kyderby.com>;

Timothy Lowman (Turfway) <Timothy.Lowman@turfwaypark.com>

**Subject:** Backside Improvement Request

**\*\*CAUTION\*\* PDF attachments may contain links to malicious sites. Please contact the COT Service Desk [ServiceCorrespondence@ky.gov](mailto:ServiceCorrespondence@ky.gov) for any assistance.**

**This Message Originated from Outside the Organization**

This Message Is From an External Sender.

[Report Suspicious](#) ?

Drew,

See attached letter and quotes for a new muck bin at Turfway Park.

Let me know if you need anything else.

Best regards,

Chip Bach  
(859) 630-2298  
Newport Racing & Gaming  
Turfway Park Racing & Gaming

This Churchill Downs Incorporated communication (including any attachments) is for the use of the intended recipient(s) only and may contain information that is confidential, privileged or legally protected. Any unauthorized use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return e-mail message and delete all copies of the original communication. Thank you for your cooperation.

Owings Landscaping

245 Turner Dr.

Crittenden Ky 41030

Turfway park

This estimate is for all labor and materials to remove and replace 1 manure pit and apron in front of existing pad

1. Remove exiting walls of manure pit dispose of debris on site .
2. Remove existing 15x15 blacktop pad in front of existing manure pit excavate 12 inches deep
3. Form and re pour walls same size as existing except back wall to be 2 feet taller 5/8s vertical rebar 1/2 inch horizontal 18x18 grid through out.
- 4 pour and finish 15x15x 12 with 1/2 rebar 1x1 grid

All pours 4000 psi exterior concrete

Labor and materials included

\$18,885.00

Thanks any questions let me know 859-743-6124





Date: 11/1/2024

**OWNER INFORMATION**

Name Turfway Park

Address 7500 Turfway Rd.

City, State ZIP Florence, KY 41042

Phone (859) 250-5749 (Jeff Chapman)

Email jchapman@tpark.com

Project name Manure bin reconstruction

**CONTRACTOR INFORMATION**

Company Koebbe Construction LLC

Name Michael Mullen, Nic Koebbe

Address 740 Eagle Tunnel Rd.

City, State ZIP Glencoe Ky 41046

Phone 859-991-6384, 859-743-6758

Email koebbeconstructionllc@gmail.com

Completion date To Be Discussed

**SCOPE OF WORK**

Remove and dispose of deteriorated walls from manure bin. Drill and set new rebar, 2' on centers, for new walls measuring the same as existing except rear wall which will be 2' taller(new 6'). Set wall panels and pour with 4000 psi concrete mix. Saw cut broken pad and dispose of spoils. Grade and form a new pad extending the old 15' x15'x1'. 5/8 Rebar will be installed 2' on centers and poured with a 4000 psi mix.

**NOT INCLUDED**

n/a

**COMPANY PROPOSAL**

We, Koebbe Construction LLC., propose the above scope of work, to be completed for the amount of **\$21,100.00**. A contract will be signed upon acceptance of this quote by both parties. Net due at the completion of job. Note... Prices are only good for 15 days from date above, do to the fluctuations in material prices. Feel free to contact me with any questions you may have.

Nic Koebbe, Mike Mullen  
 Submitted by (Company Representative)

11/01/2024  
 Date

**OWNER ACCEPTANCE**

I, Turfway park do accept the above scope of work, proposed to be completed by TBD for the amount of \$21,100.00.

\_\_\_\_\_  
Submitted by (home owner or authorized representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Koebbe Construction Representative

\_\_\_\_\_  
Date



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Jonathan Rabinowitz**  
CHAIRMAN

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Drew Conners, Director of Incentives & Development  
DATE: December 4, 2024  
RE: **RELEASE OF UNCASHED PARI-MUTUEL TICKETS**

---

Pursuant, to KRS 230.362, any reported pari-mutuel ticket that has not been claimed within one (1) year from the time the ticket became payable is presumed to be abandoned. Annually, any person or association holding any unclaimed ticket(s) as of July 1<sup>st</sup> of that year shall submit a list to the Corporation by September 1<sup>st</sup>. Those lists are then verified by the respective tote company where the ticket(s) originated, and the public is notified by October 1<sup>st</sup>. By November 15<sup>th</sup> the sum of all unclaimed pari-mutuel tickets, less any claims, is due to the Corporation.

The distributions of those funds pursuant to KRS.230.374 and KRS.230.398 are as follows with additional information & details following this memorandum.

**In accordance with KRS.230.374:**

Funds collected by the Corporation shall be paid to the Kentucky Racing Health and Welfare Fund, Inc. apart from funds paid under KRS 230.398:

**Total: \$1,977,211.47**

**In accordance with KRS.230.398:**

Funds collected by the Corporation shall be paid to the Kentucky County Fair Purse Account and used for purses at harness racing events at county fairs within the Commonwealth of Kentucky.

**Total: \$41,138.63**

KHRGC staff recommend approval.

**BOARD ACTION**

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny

The following is a brief description of the funds for informational purposes:

The tickets turned over to the Kentucky Racing Health and Welfare Fund, Inc. and Kentucky County Fair Purse Account are over a year old. Specifically, these are tickets that were originally sold to bettors between July 1, 2022, and June 30, 2023, and were still unclaimed a year (or more) later on July 1, 2024. Below is a copy of the statutes regarding payments to the Kentucky Racing Health and Welfare Fund, Inc. and Kentucky County Fair Purse Account

**KRS.230.374 Payments to Kentucky Racing Health and Welfare Fund, Inc.**

All sums reported and paid to the authority under the provisions of KRS 230.361 to 230.373, with the exception of funds paid under KRS 230.398, shall be paid by the authority to the Kentucky Racing Health and Welfare Fund, Inc., a nonprofit charitable corporation, organized for the benefit, aid, assistance, and relief of thoroughbred owners, trainers, jockeys, valets, exercise riders, grooms, stable attendants, pari-mutuel clerks, and other thoroughbred racing personnel employed in connection with racing, and their spouses and children, who can demonstrate their need for financial assistance connected with death, illness, or off-the-job injury and are not otherwise covered by union health and welfare plans, workers' compensation, Social Security, public welfare, or any type of health, medical, death, or accident insurance. These sums shall be paid on or before December 31 in each year, however, no payments shall be made by the authority to the Kentucky Racing Health and Welfare Fund, Inc., unless the authority and the Auditor of Public Accounts are satisfied that the fund is in all respects being operated for the charitable and benevolent purposes as set forth in this section and that no part of the funds paid to the fund by the authority or any net earnings of the fund inure to the benefit of any private individual, director, officer, or member of the fund or any of the persons who turned over sums to the authority representing unclaimed pari-mutuel tickets.

**KRS.230.398 Funds to be used for purses at harness racing events at county fairs.**

All sums reported and paid to the corporation under the provisions of KRS 230.361 to 230.373 by any licensee conducting a harness race meeting shall be used by it for purses at harness racing events at county fairs within the Commonwealth of Kentucky that have been licensed and approved by it. The corporation may promulgate administrative regulations for the conduct of these races.

**Distribution of Funds and Verification of Fund Operations:**

In accordance with KRS.230.374 collected amounts shall be paid on or before December 31, however, no payments shall be made by the authority to the Kentucky Racing Health and Welfare Fund, Inc., unless the authority and the Auditor of Public Accounts are satisfied that the fund is in all respects being operated for the charitable and benevolent purposes.

The following documents are enclosed:

- Letter from Richard Riedel, Executive Director of Kentucky Racing Health & Welfare, Inc. seeking transfer of funds;
- Copy of the Kentucky Racing Health & Welfare Fund audit report for 2023 prepared by Monroe Shine;
- Approval of the release of funds from the Kentucky State Auditor; and
- Charts reflecting dollars due to the funds



RICHARD P. RIEDEL • Executive Director  
KAREN PEHLKE • Deputy Executive Director  
422 Heywood Avenue  
Louisville, KY 40208  
(502) 636-2900  
Fax (502) 636-2955

November 25, 2024

Kentucky Horse Racing and Gaming Corporation  
Attn: Drew Conners, Director of  
Incentives and Development  
4063 Iron Works Pike, Building B  
Lexington, KY 40511

Dear Drew:


Please place our request to transfer funds due to the Kentucky Racing Health and Welfare Fund on December 31, 2024, on the agenda of the Corporation's December 2024 meeting.

Previously, I forwarded our 2023 Audit Report and the final approval from the Kentucky State Auditor indicating that the Auditor's staff is satisfied that the Kentucky Racing Health and Welfare Fund is, in all respects, being operated for charitable and benevolent purposes as provided in KRS 230.374.

As always, if you need any additional information, please contact me.

I sincerely appreciate your assistance in this matter.

Yours truly,

  
Richard P. Riedel  
Executive Director

**MONROE SHINE**

KNOWLEDGE FOR TODAY . . . VISION FOR TOMORROW



**MONROE SHINE**

KNOWLEDGE FOR TODAY . . . VISION FOR TOMORROW

**KENTUCKY RACING HEALTH AND  
WELFARE FUND, INC. –  
LOUISVILLE, KENTUCKY**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**YEARS ENDED  
DECEMBER 31, 2023 AND 2022**

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**

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## Independent Auditor's Report

Board of Directors  
**Kentucky Racing Health and Welfare Fund, Inc.**  
Louisville, Kentucky

### Opinion

We have audited the accompanying financial statements of the **Kentucky Racing Health and Welfare Fund, Inc.**, which comprise the statements of net assets – modified cash basis as of December 31, 2023 and 2022, and the related statements of revenues, expenses and other changes in net assets – modified cash basis and functional expenses – modified cash basis for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the **Kentucky Racing Health and Welfare Fund, Inc.** as of December 31, 2023 and 2022, and its revenues, expenses and other changes in net assets for the years then ended in accordance with the basis of accounting described in Note 1.

### Basis for Opinion

---

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of **Kentucky Racing Health and Welfare Fund, Inc.**, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements were prepared on a modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion was not modified with respect to that matter.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of **Kentucky Racing Health and Welfare Fund, Inc.**'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about **Kentucky Racing Health and Welfare Fund, Inc.**'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Monroe Shine*  
Louisville, Kentucky  
May 22, 2024



**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**STATEMENTS OF NET ASSETS - MODIFIED CASH BASIS**  
**DECEMBER 31, 2023 AND 2022**

**ASSETS**

	<u>2023</u>	<u>2022</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents:		
Checking and petty cash	\$ 103,683	\$ 128,682
PNC operating cash	136,130	445,650
PNC operating reserve cash	212,626	217,072
Total cash and equivalents	452,439	791,404
Marketable securities	6,224,331	5,635,692
<b>Total Current Assets</b>	6,676,770	6,427,096
<b>OTHER ASSETS</b>		
Notes receivable and advances	1,904,821	1,915,971
Land	126,435	126,435
<b>Total Other Assets</b>	2,031,256	2,042,406
	\$ 8,708,026	\$ 8,469,502

**NET ASSETS**

Without donor restrictions	\$ 8,703,919	\$ 8,463,880
With donor restrictions	4,107	5,622
<b>Total Net Assets</b>	8,708,026	8,469,502
	\$ 8,708,026	\$ 8,469,502

See notes to financial statements.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**STATEMENTS OF REVENUES, EXPENSES, AND OTHER CHANGES**  
**IN NET ASSETS - MODIFIED CASH BASIS**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>REVENUE</b>		
KRS 230.374 grant	\$ 995,437	\$ 709,397
Other grants	500,000	600,000
Net realized investment income (loss)	(357,022)	147,725
Unrealized investment gain (loss)	985,954	(1,069,741)
KRHSC Co-Pay	11,420	12,325
Sublease rental income	-	975
Other income	5,093	5,475
<b>Total Revenue</b>	<u>2,140,882</u>	<u>406,156</u>
<b>EXPENSES</b>		
Claims paid:		
Hospitals - approved gross billings	492,816	340,553
Negotiated credit	(416,571)	(277,419)
Doctors - approved gross billings	606,251	698,034
Negotiated credit	(349,648)	(463,519)
Dentists	198,323	142,385
Orthodontia	13,259	8,738
Vision	26,996	24,732
Prescription	130,474	93,661
Periodontia	9,786	6,327
Chiropractors	5,837	8,501
Ambulance and transportation	2,812	2,476
Financial aid	9,104	12,124
Funeral expenses	24,164	18,051
Hearing aids	6,948	8,900
Acupuncture	1,527	1,414
Diagnostic Center	38,393	39,455
Health fair marketing	2,719	2,234
Surgery Center	24,194	30,844
Physical Therapy	26,204	23,756
Kentucky Racing Health Services Center - Louisville	323,017	272,949
Horsemen's Wellness Center - Turfway Park	18,431	11,609
Bereavement and disability expense	1,514	2,066
Administrative	632,751	636,902
Vacant lot maintenance	1,000	900
Kentucky Race Track Retirement Plan	72,057	58,704
<b>Total Expenses</b>	<u>1,902,358</u>	<u>1,704,377</u>
Increase in Net Assets	238,524	(1,298,221)
<b>Net Assets, Beginning of Year</b>	<u>8,469,502</u>	<u>9,767,723</u>
<b>Net Assets, End of Year</b>	<u>\$ 8,708,026</u>	<u>\$ 8,469,502</u>
Designated operating reserve account	\$ 6,436,957	\$ 5,852,764
Restricted bereavement and disability	4,107	5,622
All other assets	2,266,962	2,611,116
<b>Net Assets, End of Year</b>	<u>\$ 8,708,026</u>	<u>\$ 8,469,502</u>

See notes to financial statements.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES - MODIFIED CASH BASIS**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>			<u>2022</u>		
	<u>Program</u> <u>Services</u>	<u>Management</u> <u>And General</u>	<u>Total</u>	<u>Program</u> <u>Services</u>	<u>Management</u> <u>And General</u>	<u>Total</u>
Claims paid	\$ 850,868	\$ -	\$ 850,868	\$ 721,249	\$ -	\$ 721,249
Grants and contributions	302,628	-	302,628	246,480	-	246,480
Salaries	333,866	37,096	370,962	300,525	33,392	333,917
Payroll taxes	25,649	2,850	28,499	22,454	2,495	24,949
Lab fees	34,080	-	34,080	28,887	-	28,887
Employee retirement plan	20,543	2,282	22,825	19,505	2,167	21,672
Health insurance	38,812	4,312	43,124	45,762	5,085	50,847
Travel	3,446	-	3,446	5,466	-	5,466
Meetings	1,435	-	1,435	2,766	-	2,766
Accounting	-	9,900	9,900	-	9,764	9,764
Audit	-	13,860	13,860	-	13,200	13,200
Legal	3,428	30,847	34,275	6,105	54,945	61,050
General insurance	20,795	2,310	23,105	19,930	2,215	22,145
Telephone	9,056	1,006	10,062	10,995	1,222	12,217
Postage	2,590	205	2,795	2,268	181	2,449
Office supplies	20,827	500	21,327	9,822	431	10,253
Computer and office equipment	4,785	532	5,317	10,696	1,188	11,884
Printing and publications	5,580	-	5,580	4,253	-	4,253
Service contracts	1,661	14,952	16,613	1,104	9,939	11,043
Continuing education	-	-	-	545	61	606
Office cleaning and storage	402	17	419	3,182	215	3,397
Miscellaneous	11,123	3,554	14,677	16,135	3,385	19,520
Rent	68,124	3,586	71,710	68,125	3,585	71,710
Promotional expense	2,719	-	2,719	-	-	-
Utilities	8,502	484	8,986	10,628	690	11,318
Website hosting and publishing	301	33	334	339	38	377
Payroll processing	2,531	281	2,812	2,662	296	2,958
	<u>\$ 1,773,751</u>	<u>\$ 128,607</u>	<u>\$ 1,902,358</u>	<u>\$ 1,559,883</u>	<u>\$ 144,494</u>	<u>\$ 1,704,377</u>

See notes to financial statements.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS**  
**DECEMBER 31, 2023 AND 2022**

(1) **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

The Kentucky Racing Health and Welfare Fund, Inc., (Fund) a non-profit charitable corporation, was formed in 1978 pursuant to KRS 230.374.

The Fund is organized for the benefit, aid, assistance and relief of owners, trainers, jockeys, valets, exercise riders, grooms, stable attendants, pari-mutuel clerks and other racing personnel employed in connection with thoroughbred racing and their spouses and children who demonstrate need for financial assistance connected with death, illness, off-the-job injury and are not otherwise covered by union health and welfare plans, workers' compensation, social security, public welfare or any type of health, medical, death or accident insurance.

Pursuant to KRS 230.374 the Fund receives an annual grant which represents uncashed thoroughbred pari-mutuel tickets. No payment is made to the Fund unless the Kentucky Horse Racing Commission and the Kentucky Auditor of Public Accounts are satisfied the Fund is, in all respects, operated for the charitable and benevolent purposes set forth in KRS 230.374 and 230.375 and no part of the grant paid to the Fund or any net earnings of the Fund inure to the benefit of any individual, director, officer, member of the Fund, or persons who turned over sums to the Commission representing unclaimed pari-mutuel tickets. These payments are restricted by law and are only available for use as set forth in KRS 230.374 and 230.375.

The Fund sponsors the Kentucky Race Track Retirement Plan. The Plan, with discretionary contributions, was established pursuant to KRS 230.375 and is administered for the benefit of eligible participants.

**Basis of Presentation**

These financial statements are presented on the modified cash basis of accounting, another comprehensive basis of accounting. The modified cash basis of accounting incorporates elements of both the cash basis of accounting and generally accepted accounting principles (GAAP). Consequently, revenues are recognized when received and certain expenses and purchases of assets are recognized when cash is disbursed. Depreciation of property and equipment is reported in the financial statements.

The primary differences between the Fund's modified cash basis of accounting and GAAP relates to the recognition of liabilities for claims incurred in one year and paid in the next and recognition of a right-of-use asset and lease liability for leases. GAAP would recognize the liability and expense when incurred whereas the modified cash basis recognizes the expense when paid. Management has concluded determining the amount of these claims and the associated expense is an undue administrative burden, speculative and would provide minimal additional financial information. GAAP would recognize a lease asset and liability for any long-term leases and the rent would be expensed on a straight line basis over the term of the lease whereas the modified cash basis does not recognize a lease asset or liability and recognizes rent expense when paid.

Management has concluded the modified cash basis of accounting provides an accurate reflection of the Fund's economic activity and operations, accommodates the preparation of operating budgets, internal and external financial statements and facilitates the comparison of budgets to financial statements.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS - CONTINUED**  
**DECEMBER 31, 2023 AND 2022**

(1 – continued)

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board which requires the Fund to report information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions.

Certain prior year accounts have been reclassified to conform with current year presentations.

**Cash and Cash Equivalents**

The Fund considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity date of three months or less to be cash and cash equivalents in the financial statements.

**Investments**

Investments in marketable securities with readily determinable fair values are measured at fair market value in the statement of net assets. The unrealized gains or losses on investments are included in the change in net assets. Gains and losses on the marketable securities are determined based upon the specific securities sold.

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**Mortgage Notes Receivable**

Mortgage notes receivable are carried at their estimated collectable amounts. Interest income on mortgage notes receivable is recognized using the cash method. Interest income on impaired loans is recognized as cash is collected or on a cost-recovery basis. Provisions for losses on mortgage notes receivable are determined on the basis of loss experience, known and inherent risks, the estimated value of underlying collateral, and current economic conditions.

**Concentration of Credit Risk**

The Fund maintains its cash at financial institutions and at times the balances may be in excess of federally insured limits.

**Use of Estimates**

The Fund uses estimates and assumptions in preparing these financial statements in accordance with its modified cash basis of accounting. These estimates and assumptions affect the reported amounts of assets and the reported expenses, primarily the capitalization and depreciation of long-lived assets. Actual results could vary from the estimates that were used.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS - CONTINUED**  
**DECEMBER 31, 2023 AND 2022**

(1 – continued)

**Expense Allocation**

Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are charged to programs and supporting services on the basis of periodic time and expense studies. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Foundation.

**Income Taxes**

The Fund is exempt from federal and state income taxes under Section 501(c) (3) of the Internal Revenue Code. Accordingly, the financial statements do not provide for income taxes.

The Fund has implemented the accounting guidance for uncertainty in income taxes. Under that guidance, tax positions need to be recognized in the financial statements when it is more-likely-than-not the position will be sustained upon examination by the tax authorities. As of December 31, 2023, the Fund has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. The Fund files a federal Form 990. The Fund is not currently being examined and management believes its tax-exempt status would be upheld under examination.

(2) **LIQUIDITY**

The organization's financial assets available within one year of the balance sheet date for general expenditure are as follows:

	<u>2023</u>	<u>2022</u>
Cash	\$ 452,439	\$ 791,404
Marketable securities	6,224,331	5,635,692
	<u>6,676,770</u>	<u>6,427,096</u>
Less net assets with donor restrictions	<u>(4,107)</u>	<u>(5,622)</u>
	<u>\$ 6,672,663</u>	<u>\$ 6,421,474</u>

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization invests cash in excess of daily requirements in short-term investments such as marketable securities.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS - CONTINUED**  
**DECEMBER 31, 2023 AND 2022**

(3) **INVESTMENT IN MARKETABLE SECURITIES**

The following is a summary of the fair value of the Fund's investment, by classification, in a designated reserve account as of December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Mutual funds – fixed income	\$ 3,680,280	\$ 2,826,002
Mutual funds – equity	449,469	410,013
Exchange traded funds – fixed income	587,794	1,160,788
Exchange traded funds – equity	1,174,913	501,811
Equities	331,875	737,078
	<u>\$ 6,224,331</u>	<u>\$ 5,635,692</u>

The Fund holds the above securities, invested in a designated operating reserve account, to ensure its ability to continue operations as set forth in KRS 230.374 and 230.375. In recent years, the Fund's annual budgeted expenditures have exceeded the grants received from uncashed pari-mutuel tickets. The Fund's board of directors and management consider this operating reserve and the related income generated, necessary to continue the operations of the Fund. The operating reserve investment helps management continue to provide health and welfare benefits despite the uncertainty about the amounts and timing of the grants received and benefits provided.

(4) **FAIR VALUE MEASUREMENTS**

The Fund adopted the provisions of ASC 820 *Fair Value Measurements*, for financial assets and financial liabilities. The Fund has no nonfinancial assets and nonfinancial liabilities determined at fair value.

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 establishes a fair value hierarchy that prioritizes the use of inputs used in valuation methodologies into the following three levels:

- Level 1: Inputs to the valuation methodology are quoted prices, unadjusted for identical assets or liabilities in active markets. A quoted market price in an active market provides the most reliable evidence of fair value and shall be used to measure fair value whenever available.
- Level 2: Inputs to the valuation methodology include quoted market prices for similar assets or liabilities in active markets; inputs to the valuation methodology include quoted market prices for identical or similar assets or liabilities in markets that are not active; or inputs to the valuation methodology that are derived principally from or can be corroborated by observable market data by correlation or other means.

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS - CONTINUED**  
**DECEMBER 31, 2023 AND 2022**

(7) **KENTUCKY RACE TRACK RETIREMENT PLAN**

The Kentucky Race Track Retirement Plan is funded with discretionary contributions from the Fund. Contributions to the Plan were \$62,500 and \$50,000 for the years ended December 31, 2023 and 2022, respectively. The Fund also paid related administration expenses for the Plan of \$9,557 and \$8,704 for the years ended December 31, 2023 and 2022, respectively.

(8) **EMPLOYEE RETIREMENT PLAN**

The Fund has a simplified employee retirement plan for all full time employees with over three years of service. The Fund's contribution equals 8% of the participant's compensation. The Fund's contributions to the plan amounted to \$22,825 and \$21,672 for the years ended December 31, 2023 and 2022, respectively.

(9) **DEVELOPER FEE RECEIVABLE**

In 2002, the Fund entered into a development agreement with The Old School, LLC to supervise the rehabilitation of the building owned by The Old School, LLC. The development agreement required The Old School, LLC to pay the Fund a development fee in the amount of \$743,681. The remaining unpaid balance of \$320,252 is evidenced by an unsecured note payable to the Fund. This note carries an interest rate of 6.0% and is due November 1, 2032 with interest.

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(10) **SUBSEQUENT EVENTS**

In preparing these financial statements, the Fund has evaluated events and transactions for potential recognition or disclosure in the accompanying financial statements and related notes thereto have taken place through May 22, 2024.

The Fund received grants of uncashed pari-mutuel tickets totaling \$1,442,712 in January of 2024.





**Independent Auditor's Report on Supplementary Information**

Board of Directors  
**Kentucky Racing Health and Welfare Fund, Inc.**  
Louisville, Kentucky

We have audited the financial statements of **Kentucky Racing Health and Welfare Fund, Inc.** for the years ended December 31, 2023 and 2022, and our report thereon dated May 22, 2024, which expressed an unqualified opinion on those financial statements, appears on page three. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in pages 16 and 17 is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying ~~accounting and other records used to prepare the financial statements.~~ The information has been subjected to the auditing procedures in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Monroe Shine*  
Louisville, Kentucky  
May 22, 2024

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**ADMINISTRATIVE EXPENSES**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
Salaries	\$ 370,962	\$ 333,917
Payroll taxes	28,499	24,949
Employee retirement plan	22,825	21,672
Health insurance	43,124	50,847
Travel	1,857	4,085
Meetings	1,435	2,766
Accounting	3,500	3,744
Audit	13,860	13,200
Legal	34,275	61,050
General insurance	23,105	22,145
Telephone	10,062	12,217
Postage	2,048	1,806
Office supplies	4,998	4,308
Computer and office equipment	5,317	11,884
Printing and publications	4,400	4,075
Service contracts	16,613	11,043
Continuing education	-	606
Office cleaning and storage	169	2,147
Miscellaneous	1,862	4,363
Rent	35,855	35,846
Utilities	4,839	6,897
Website hosting & publishing	334	377
Payroll processing	2,812	2,958
<b>Total Administrative Expenses</b>	<u>\$ 632,751</u>	<u>\$ 636,902</u>

**KENTUCKY RACING HEALTH AND WELFARE FUND, INC.**  
**RETIREMENT PLAN**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
Retirement plan contributions	\$ 62,500	\$ 50,000
Professional fees	6,400	6,020
Office supplies	957	1,125
Printing and publications	611	178
Travel expense	1,589	1,381
	<hr/>	<hr/>
<b>Total Retirement Plan</b>	<b>\$ 72,057</b>	<b>\$ 58,704</b>

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June 27, 2024

Ms. Allison Ball  
Auditor of Public Accounts  
Mr. Matt Frey  
209 St. Clair Street  
Frankfort, KY 40601-1817

RICHARD P. RIEDEL • Executive Director  
KAREN PEHLKE • Deputy Executive Director  
422 Heywood Avenue  
Louisville, KY 40208  
(502) 636-2900  
Fax (502) 636-2955

RE: Kentucky Racing Health and Welfare Fund, Inc.

Dear Ms. Ball/Mr. Frey:

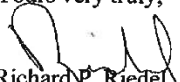
Enclosed is the 2023 audit report of the Kentucky Racing Health and Welfare Fund's finances as prepared by the firm of Monroe Shine. I am also enclosing a copy of the Fund's 2024 budget approved by our Board of Directors on March 19, 2024. We submit this information to seek your advice that the Auditor is satisfied that the Fund is in all respects being operated for charitable and benevolent purposes as provided in KRS 230.374.

We have supplied a copy of the 2023 audit report to the Kentucky Horse Racing Commission to satisfy that agency that the Fund is in all respects being operated for charitable and benevolent purposes as provided in KRS 230.374 and accordingly the timely release of uncashed tickets that should be turned over to the Fund by December 31, 2024.

Upon your review, I would appreciate your letter indicating your satisfaction, which will be forwarded to our liaisons with the KHRC. This has been the method of communication with the KHRC. I have enclosed a copy of last year's approval for your convenience.

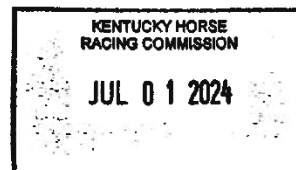
As always, please contact me if any additional information is needed. I sincerely appreciate your assistance in this matter.

Yours very truly,

  
Richard P. Riedel  
Executive Director

Enc.

cc. Mrs. Jamie Eads, Kentucky Horse Racing Commission  
Mr. Drew Connors, Kentucky Horse Racing Commission





ALLISON BALL  
AUDITOR OF PUBLIC ACCOUNTS

August 27, 2024

Richard Riedel, Executive Director  
Kentucky Racing Health and Welfare Fund, Inc.  
422 Heywood Avenue  
Louisville, KY 40208  
Via Email: [rpriedel@kyracinghealth.org](mailto:rpriedel@kyracinghealth.org)

RE: KRS 230.374 - Transfer of Funds to the Kentucky Racing Health and Welfare Fund, Inc.

Dear Mr. Riedel:

We have received your correspondence, dated June 27, 2024 requesting a letter stating our office is satisfied that the Kentucky Racing Health and Welfare Fund, Inc. (Fund) is being operated for charitable and benevolent purposes as provided in KRS 230.374.

We have reviewed the Calendar Year 2023 Fund financial statement audit report performed by Monroe Shine & Co., Inc., which you provided to us, as well as a copy of the Fund's 2024 budget as approved March 19, 2024.

Based on our review of the documents provided, our office is satisfied that the Fund is being operated for the charitable and benevolent purposes, as required by KRS 230.374, or for reasonable administrative purposes.

We were not engaged to, and did not conduct an audit, the objective of which would be the expression of an opinion on the financial statements or the budget. Accordingly, we do not express such an opinion. Had we performed an audit or further review, other matters might have come to our attention which would have been reported to you.

Sincerely,

A handwritten signature in cursive script that reads "Shawna I. Crouse".

Shawna I. Crouse, CPA  
Assistant Auditor of Public Accounts

Cc: Karen Pehlke, KRHWF Deputy Executive Director Via Email: [kpehlke@kyracinghealth.org](mailto:kpehlke@kyracinghealth.org)  
Allison Ball, Auditor of Public Accounts  
Lauren Hart Ferguson, APA Chief of Staff



## Unclaimed Parimutuel Tickets for 2024

### Kentucky Racing Health & Welfare Fund

*Monies to be turned over to the KY Racing Health & Welfare Fund pursuant to KRS 230.374*

Thoroughbred & Quarter Horse Racing Facilities					
Racing Facility	Amount	Amount Claimed	Check Received	Advertising Paid	Total to Fund
Churchill Downs (Churchill Downs Racetrack, LLC)	\$988,433.83	\$4,474.84	\$983,958.99	\$738.50	\$983,220.49
Ellis Park (Ellis Entertainment, LLC)	\$53,841.52	\$0.00	\$53,841.52	\$67.10	\$53,774.42
Keeneland (Keeneland Association, Inc.)	\$715,425.26	\$580.04	\$714,845.22	\$245.50	\$714,599.72
Kentucky Downs (Kentucky Downs, LLC)	\$116,599.11	\$0.00	\$116,599.11	\$781.05	\$115,818.06
Turfway Park (Turfway Park, LLC)	\$110,034.22	\$0.00	\$110,034.22	\$218.48	\$109,815.74
Sandy's Racing & Gaming (Revolutionary Racing Kentucky, LLC)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals:</b>	<b>\$1,984,333.94</b>	<b>\$5,054.88</b>	<b>\$1,979,279.06</b>	<b>\$2,050.63</b>	<b>\$1,977,228.43</b>
<i>Less Unclaimed Ticket dropped off at our offices on November 15th after purge:</i>					<b>\$ 16.96</b>
<b>Total to Kentucky Racing Health &amp; Welfare Fund:</b>					<b>\$1,977,211.47</b>

Reporting Period (Uncashed Pari-Mutuel Tickets one (1) year old or older)  
(July 1, 2022 - June 30, 2023)

## Unclaimed Parimutuel Tickets for 2024

The KY Proud Series, Harness Racing at KY County Fairs

*Monies to be used for harness racing at the KY County Fairs pursuant to KRS 230.398*

<b>Standardbred Horse Racing Facilities</b>					
<b>Racing Association</b>	<b>Amount</b>	<b>Amount Claimed</b>	<b>Check Received</b>	<b>Advertising Paid</b>	<b>Total to Fund</b>
<b>Cumberland Run (ECL Corbin, LLC)</b>	\$ 7,620.20	\$ -	\$ 7,620.20	\$ 471.25	\$ 7,148.95
<b>Red Mile (Lexington Trots Breeders Assoc.)</b>	\$ 12,686.27	\$ -	\$ 12,686.27	\$ 229.64	\$ 12,456.63
<b>Oak Grove (WKY Development, LLC)</b>	\$ 21,652.86	\$ 44.18	\$ 21,608.68	\$ 75.63	\$ 21,533.05
<b>Total</b>	<b>\$ 41,959.33</b>	<b>\$ 44.18</b>	<b>\$ 41,915.15</b>	<b>\$ 776.52</b>	<b>\$ 41,138.63</b>

Reporting Period (Uncashed Pari-Mutuel Tickets one (1) year old or older)  
(July 1, 2022 - June 30, 2023)



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

**Jonathan Rabinowitz**  
CHAIRMAN

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Drew Conners, Director of Incentives & Development  
DATE: December 4, 2024  
RE: **THE 2025 KENTUCKY SIRE STAKES, COMMONWEALTH, GOLDENROD, MINI-SERIES AND KY PROUD SERIES RACE DATES & CONDITIONS**

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Standardbred Racing in Kentucky is at an all-time high with increased purses and participation by Kentucky-bred horses in the Kentucky Sire Stakes (KYSS), Commonwealth, Goldenrod and Mini-Series. The Kentucky circuit consists of standardbred racing across the state that begins in March and ends in November at our three harness racetracks: Oak Grove, Red Mile and Cumberland Run. Not to mention, our KY Proud Series, consisting of eight county fair racing events throughout the state.

The overall imprint of racing for 2025 will be similar to that of 2024. However, we are anticipating a larger crop of horses participating due to increased nominations of 2024 yearlings that will be racing as two-year-olds in 2025. With this increase and our current crop of horses moving up to the next level we are projecting a 33% increase in all divisions.

The KY Standardbred Development Fund (KSDF) & KY Standardbred Breeders Incentive Fund (KSBI) Advisory Committee met on November 12, 2024, recommending approval of the 2025 Race Dates & Conditions. All details and a summary of the funds follow this memorandum.

The KY Standardbred Development Fund (KSDF) & KY Standardbred Breeders Incentive Fund (KSBI) Advisory Committee along with KHRGC staff recommends approval.

**BOARD ACTION**

- \_\_\_\_\_ Approve
- \_\_\_\_\_ Defer
- \_\_\_\_\_ Deny



## Summary of 2025 Standardbred Racing:

### Kentucky Proud Series (County Fairs):

<b>KY Proud 2YO &amp; 3YO Series</b>	\$ 1,725,295.95
FINALS - KY Proud Series (\$50K ea.)	\$ 400,000.00

*Total Projected Purses to be Distributed: \$2.1M*

### Oak Grove:

<b>Oak Grove Early Sire Stakes (2YO &amp; 3YO)</b>	\$ 1,644,412.00
CONSOLATIONS - (\$25K ea.)	\$ 75,000.00
FINALS - (\$100K ea.)	\$ 800,000.00
<b>Oak Grove Maturity (4YO Series)</b>	\$ 1,923,180.00
4YO SERIES I FINAL (\$100K ea.)	\$ 400,000.00
4YO SERIES II FINAL (\$150K ea.)	\$ 600,000.00

*Total Projected Purses to be Distributed: \$5.4M*

### Red Mile:

<b>Red Mile KYSS Championship Series (2YO &amp; 3YO)</b>	\$ 3,351,600.00
KYSS Championship Finals (\$400K ea.)	\$ 3,200,000.00
<b>Red Mile Commonwealth Series (2YO &amp; 3YO)</b>	\$ 1,899,040.50
Commonwealth Finals (\$100K ea.)	\$ 800,000.00
<b>Red Mile Goldenrod Series (2YO &amp; 3YO)</b>	\$ 1,570,464.00
Goldenrod Finals (\$50K ea.)	\$ 400,000.00
<b>Red Mile Wildcat Series (2YO &amp; 3YO)</b>	\$ 767,343.50
<b>Red Mile Maturity (4YO Series)</b>	\$ 582,573.25

*Total Projected Purses to be Distributed: \$12.5M*

### Cumberland Run:

<b>Cumberland Run Late Sire Stakes (2YO &amp; 3YO)</b>	\$ 2,205,672.00
Finals (\$100K ea.)	\$ 800,000.00
<b>Cumberland Run Maturity (4YO Series)</b>	\$ 764,417.50

*Total Projected Purses to be Distributed: \$3.7M*

**Stallion Bonus Program (Capped at \$2M):** *Projected Payout to Eligible Horses: \$750K*

**Total Projected Purses to be Distributed in the Range of \$23M to \$25M**

## **2025 KENTUCKY PROUD SERIES CONDITIONS**

To be eligible for the Kentucky Proud Series, the horse must be a two (2) year old or a three (3) year old that is a Kentucky-bred as defined in 810 KAR 7:040 and has met all requirements of 810 KAR 5:080.

### **Race Dates:**

- Saturday May 24 (*optional Friday May 23*)  
Washington County Fair (Lebanon)
- Saturday May 31 (*optional Friday May 30*)  
Purchase District Fair (Mayfield)
- Saturday June 7 (*optional Friday June 6*)  
Ballard County Fair (LaCenter)
- Wednesday June 18: Western Kentucky  
State Fair (Oak Grove)
- Saturday, June 28 (*optional Friday June 27*)  
Marion County Fair (Lebanon)
- Saturday July 5: Woodford County Fair  
(Highbramble Park)
- Saturday, July 12: Mercer County Fair  
(The Red Mile)
- Sunday, July 20: KY Proud Finals  
(The Red Mile)

**Purses:** Each race will have a purse of \$1,500 per entry per division with a minimum purse of \$6,000, per race and a Finals purse of \$50,000.

**Fees to participate in 2025:** Paid to the Kentucky Horse Racing and Gaming Corporation except when noted.

1. A nomination fee of (\$100) dollars per horse due on or before **March 1, 2025;**
2. A sustaining fee of two hundred (\$200) per horse due on or before **May 1, 2025;**
3. An entry fee of one hundred (\$100) dollars per horse, per race, due to the fair prior to post time; and
4. A two hundred (\$200) entry fee shall be due prior to post time for a horse eligible for the finals.

**Number of Starters and Purse Distributions:** There shall be no more than two (2) trailers in any race.

- On a one (1) mile track, there shall be ten (10) horses on the gate and the race shall split on eleven (11) horses.
- On a half mile track, there shall be five (5) horses on the gate with two (2) trailers, and the race shall split on eight (8) horses.
- On a five-eighths mile track, there shall be eight (8) horses on the gate and the race shall split at nine (9) horses.

The purse for each race shall be divided as follows:

- (a) Five (5) starters - fifty (50) percent, twenty-five (25) percent, twelve (12) percent, eight (8) percent, and five (5) percent;
- (b) Four (4) starters - fifty (50) percent, twenty-five (25) percent, twelve (12) percent, eight (8) percent, and the remaining five (5) percent reverts back to the fund;
- (c) Three (3) starters - fifty (50) percent, twenty-five (25) percent, twelve (12) percent, and the remaining thirteen (13) percent reverts back to the fund;
- (d) Two (2) starters - fifty (50) percent, twenty-five (25) percent, and the remaining twenty-five (25) percent reverts back to the fund; and
- (e) One (1) starter - fifty (50) percent, and the remaining fifty (50) percent reverts back to the fund.

**Minimum Number of Starts:** In addition to the points set forth below, a horse must have started in at least one-half (50%) of the Kentucky Proud Series to be eligible to race in the Kentucky Proud Series Final.

**Points Distribution:**

- (1) Points shall be awarded in an early closing race, and any division of an early closing race, as follows:
  - (a) First place finisher - fifty (50) points;
  - (b) Second place finisher - twenty-five (25) points;
  - (c) Third place finisher - twelve (12) points;
  - (d) Fourth place finisher - eight (8) points;
  - (e) Fifth place finisher - five (5) points; and
  - (f) Each starter that finishes out of the money - one (1) point.
- (2) If two (2) horses dead-heat for any position, they shall each receive one-half (1/2) of the points awarded for that position and one-half (1/2) of the points awarded for the next lower position. The same procedure shall be used for the allocation of points if there is a dead-heat of three (3) or more horses.
- (3) A horse that is declared in and then is the subject of a judge's scratch shall be awarded one (1) point based upon the decision of the presiding judge. This decision shall be final.
- (4) If there is a tie among two (2) or more horses with the same number of points, the tie shall be resolved in favor of the horse with the higher earnings in the early fair events in which the horses have competed.
- (5) If any races are canceled due to weather conditions and are not rescheduled for a later date, the points for distribution set forth in this section shall not apply, and instead one (1) point shall be awarded to each horse entered for that race date.

The KHRGC has the final decision on any disputes that might arise.

Horses eligible for the Kentucky Proud Series may be eligible for early closing events approved by the Kentucky Sire Stakes Advisory panel from time to time.

## 2025 Kentucky Standardbred Development Fund Race Dates

### OAK GROVE

#### *Oak Grove Early Sire Stakes:*

##### 2YO Race Dates

Leg 1: 6/23 (All Divisions)

Leg 2: 7/7 (All Divisions)

Final: 7/14

Consolation: 7/15

##### 3YO Race Dates

Leg 1: 6/23 (All Divisions) ((6/24 optional))

Leg 2: 7/7 (All Divisions) ((7/8 optional))

Final: 7/14

Consolation: 7/15

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for the Early Sire Stakes preliminary legs is \$200. There are no fees for entry into the Finals or Consolations.

2 Legs, Final & Consolation

Legs: \$40,000 Guaranteed

\*Final: \$100,000

\*Consolation: \$25,000

*\* Horses must start in at least one leg to be eligible for the Final or Consolation.*

#### *Oak Grove 4YO Series:*

##### 4YO Series I Race Dates

Leg 1: 4/21

Leg 2: 4/28

Final: 5/11

Legs (2): \$50,000 Guaranteed

Final: \$100,000

##### 4YO Series II Race Dates

Leg 1: 5/26

Leg 2: 6/2

Leg 3: 6/16

Final: 6/24

Legs (3): \$50,000 Guaranteed

Final: \$150,000

##### Eligibility & Rules:

- 1) All entries must be a Kentucky-bred as defined by 810 KAR 7:040.
- 2) All KHRGC paperwork must be completed.
- 3) All owners, trainers, grooms, and drivers must have a KHRGC license.
- 4) Entry Fee: two hundred and fifty (\$250) for each leg; no entry fee on finals or consolations.
- 5) All entries must be made by the time designated on the racetrack condition sheet.
- 6) All entries are subject to approval by the racetrack Race Secretary.
- 7) Horses must show a clean charted line within forty-five (45) days of race.
- 8) There must be at least four (4) entries, or the leg(s) will be canceled, and no purse money will be paid out.
- 9) Horses must start in a minimum of one (1) leg of a series to be eligible to the finals for that series.
- 10) The top eight (8) points earners who enter will make the Final.
- 11) There shall be eight (8) horses on the gate and the race shall split at eleven (11) horses.
- 12) Race Associations and the KHRGC have the final decision on any disputes that might arise.

*By entering, all involved agree to the rules of the 4YO Series at Oak Grove.*

## RED MILE

### ***Kentucky Sire Stakes, Commonwealth & Goldenrod:***

#### **2YO Race Dates**

Leg 1: 7/27 CP; 7/28 CT; 7/29 FP; 7/30 FT  
Leg 2: 8/5 CP; 8/6 CT; 8/10 FP; 8/11 FT  
Leg 3: 8/17 CP; 8/18 CT; 8/19 FP; 8/20 FT  
Leg 4: 8/26 CP; 8/27 CT; 8/31 FP; 9/1 FT

#### **Finals:**

KYSS Championship: 9/14  
\*Commonwealth: 9/15  
Goldenrod: 9/16

#### **3YO Race Dates**

Leg 1: 8/3 FT & CP; 8/4 CT & FP  
Leg 2: 8/12 CP & FT; 8/13 CT & FP  
Leg 3: 8/24 CP & FT; 8/25 CT & FP  
Leg 4: 9/2 CP; 9/3 FT; 9/7 CT & FP

#### **Finals:**

KYSS Championship: 9/14  
\*Commonwealth: 9/15  
Goldenrod: 9/16

*\*\* There is a possibility that two of the Commonwealth Finals will be held on KYSS Championship Final Day (Sunday, September 14, 2025).*

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for a Kentucky Sire Stakes (KYSS) – Championship Series preliminary legs is \$400, for all Commonwealth preliminary legs \$150 and for all Golden Rod preliminary legs \$75. There are no fees for entry into any of the Finals. Horses must start in at least one leg to be eligible for the Finals for that series.

#### **KENTUCKY SIRE STAKES – CHAMPIONSHIP SERIES**

2YO and 3YO  
4 Legs + Final  
Legs: \$80,000 Guaranteed  
Finals: \$400,000

#### **COMMONWEALTH SERIES**

2YO and 3YO  
4 Legs + Final  
Legs: \$30,000 Guaranteed  
Finals: \$100,000

#### **GOLDEN ROD SERIES**

2YO and 3YO  
4 Legs + Final  
Legs: \$15,000 Guaranteed  
Finals: \$50,000

Championship, Commonwealth, and Goldenrod Series: The Championship, Commonwealth, and Goldenrod Series are presently conducted at The Red Mile as 4 Legs and a Final. The following racing conditions apply:

- Eligible horses may move up and down among each of the Championship, Commonwealth, and Goldenrod Series for the first three (3) legs of the Series.
- Points are only accumulated in each series and are not combined at any time between the series. For example, if a horse placed first in one (1) leg of the Championship Series, one (1) leg of the Commonwealth Series and one (1) leg of the Goldenrod Series; the horse will have 50 points in each series (not a combined total of 150 points).
- After the conclusion of the third leg of each series, a horse may continue to move up from the Goldenrod to the Commonwealth or Championship Series, or from the Commonwealth to the Championship Series. Provided, however, a horse that is ranked in the top ten (10) in points earnings after 3 Legs in either the Championship or Commonwealth may not move down from the Championship to the Commonwealth Series or Goldenrod Series or from the Commonwealth Series to the Goldenrod Series. Horses not in the top ten (10) of either the Championship Series or Commonwealth Series may freely move down one level to either the Commonwealth or Goldenrod Series.
- At the conclusion of the 4 preliminary legs, if a horse is one of the top ten in points earned in more than one series, the horse must race in the series final where they have accumulated the most points, with the following exceptions: i) if a horse is one of the top ten (10) point earning horses in the Commonwealth Series, the horse may elect to move up to the Championship Series Final, if there are open spots available for such horse in its appropriate division; and ii) if a horse is one of the top ten (10) point earning horses in the Goldenrod Series, the horse may elect to move up to the Commonwealth Series Final if there are open spots available for such horse in its appropriate division.

For purposes of the Kentucky Sire Stakes – Championship Series Final, Commonwealth Series Final and Goldenrod Series Final, all provisions of 810 KAR 7:040 govern.

## **Wildcat Series at The Red Mile**

### **2YO Race Dates**

Leg 1: 7/27 CP; 7/28 CT; 7/29 FP; 7/30 FT  
Leg 2: 8/5 CP; 8/6 CT; 8/10 FP; 8/11 FT  
Leg 3: 8/17 CP; 8/18 CT; 8/19 FP; 8/20 FT  
Leg 4: 8/26 CP; 8/27 CT; 8/31 FP; 9/1 FT  
Leg 5: 9/8 CT & CP; 9/9 FP & FT

### **3YO Race Dates**

Leg 1: 8/3 FT & CP; 8/4 CT & FP  
Leg 2: 8/12 CP & FT; 8/13 CT & FP  
Leg 3: 8/24 CP & FT; 8/25 CT & FP  
Leg 4: 9/2 CP; 9/3 FT; 9/7 CT & FP  
Leg 5: 9/15 CP & FT; 9/16 CT & FP

Legs (5): \$10,000 Guaranteed

Legs (5): \$10,000 Guaranteed

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for all legs is \$50. Races must have a minimum of five (5) entries to draw.

### **2YO Conditions:**

1<sup>st</sup> condition – Non-winners of \$7,500 in 2025. Kentucky Proud Series earnings excluded.  
2<sup>nd</sup> condition – Non-winners of \$12,500 in 2025. Kentucky Proud Series earnings excluded.

### **3YO Conditions:**

1<sup>st</sup> condition – Non-winners of \$12,500 in 2025. Kentucky Proud Series earnings excluded.  
2<sup>nd</sup> condition – Non-winners of \$20,000 in 2025. Kentucky Proud Series earnings excluded.

## **The Red Mile 4YO Series**

### **4YO Race Dates**

Leg 1: 7/21 H&GP & MP; 7/22 H&GT & MT  
Leg 2: 8/18 H&GP, MP; 8/19 H&GT & MT  
Leg 3: 9/8 H&GP, MP; 9/9 H&GT & MT

Legs (3): \$35,000 Guaranteed

### **Eligibility & Rules:**

- 1) All entries must be a Kentucky-bred as defined by 810 KAR 7:040.
- 2) All KHRGC paperwork must be completed.
- 3) All owners, trainers, grooms, and drivers must have a KHRGC license.
- 4) Entry Fee: One hundred and seventy-five (\$175) for each leg.
- 5) All entries must be made by the time designated on the racetrack condition sheet.
- 6) All entries are subject to approval by the racetrack Race Secretary.
- 7) Horses must show a clean charted line within forty-five (45) days of race.
- 8) There must be at least four (4) entries, or the leg(s) will be canceled, and no purse money will be paid out.
- 9) There shall be ten (10) horses on the gate and the race shall split at thirteen (13) horses
- 10) Race Associations and the KHRGC have the final decision on any disputes that might arise.

***By entering, all involved agree to the rules of the 4YO Series at The Red Mile.***

# CUMBERLAND RUN

## *Cumberland Run Late Sire Stakes:*

### 2YO Race Dates

Leg 1: 10/11 CP & FP; 10/12 CT & FT  
Leg 2: 10/20 CP & FP; 10/21 CT & FT  
Final: 11/4 (All Divisions)

### 3YO Race Dates

Leg 1: 10/13 CP & FP; 10/14 CT & FT  
Leg 2: 10/27 CP & FP; 10/28 CT & FT  
Final: 11/4 (All Divisions)

To be eligible, horses must have met all requirements of 810 KAR 7:040. Entry fee for Late Sire Stakes preliminary legs is \$200. There are no fees for entry into the Finals. Horses must start in a minimum of one (1) leg to be eligible for the Final.

### 2YO and 3YO

Legs (2): \$40,000 Guaranteed  
Finals: \$100,000

## *Cumberland Run 4YO Series:*

### 4YO Race Dates

Leg 1: 10/19 (All Divisions)  
Leg 2: 10/26 (All Divisions)  
Leg 3: 11/4 (All Divisions)

### 4YO

Legs (3): \$50,000 Guaranteed

### Eligibility & Rules:

- 1) All entries must be a Kentucky-bred as defined by 810 KAR 7:040.
- 2) All KHRGC paperwork must be completed.
- 3) All owners, trainers, grooms, and drivers must have a KHRGC license.
- 4) Entry Fee: Two hundred fifty (\$250) for each leg.
- 5) All entries must be made by the time designated on the racetrack condition sheet.
- 6) All entries are subject to approval by the racetrack Race Secretary.
- 7) Horses must show a clean charted line within forty-five (45) days of race.
- 8) There must be at least four (4) entries, or the leg(s) will be canceled, and no purse money will be paid out.
- 9) There shall be eight (8) horses on the gate and the race shall split at eleven (11) horses.
- 10) The top eight (8) points earners who enter will make the Final.
- 11) Race Associations and the KHRGC have the final decision on any disputes that might arise.

***By entering, all involved agree to the rules of the 4YO Series at Cumberland Run.***

## **Kentucky Standardbred Development Fund Stallion Bonus**

Beginning with foals born in 2022, any horse (1) by a stallion nominated to the program per 810 KAR 7:040 and standing in Kentucky, and (2) out of a mare residing in Kentucky for 180 days and nominated to the program per 810 KAR 7:040, is eligible to participate in the KSDF Stallion Bonus Program. Qualifying horses are eligible to receive a 50% bonus on final purse distributions when placed 1st-5th in all 2-year-old and 3-year-old Kentucky Sire Stakes and Kentucky Proud Races. The Stallion Bonus Program is capped at a total of \$2 million dollars annually. All bonuses will be paid once harness racing concludes for the year to the registered owner of the horse at the time it raced. If the \$2 million dollar cap is met within the racing year, then all awards will be paid on a pro rata basis.

The following is a brief description of the KYSS and funding for informational purposes:

### **Kentucky Sire Stakes (KYSS)**

The Kentucky Sire Stakes is a culmination of a month-long series of preliminary races, with the biggest money earners getting a chance to compete in the finals at The Red Mile. The series includes two-and-three-year-old pacers and trotters for both fillies & colts.

### **Kentucky Standardbred Development Fund (KSDF):**

This fund is to promote races and to provide purses for races for Kentucky-bred Standardbred horses. The fund is to be distributed to persons, corporations, or associations operating licensed Standardbred racetracks within Kentucky on an equitable basis, for the purposes of conducting separate races for two and three-year-old fillies and colts, both trotting and pacing. The KSDF receives its revenue under the provisions of KRS 138.510, taxes on pari-mutuel wagering.

### **Kentucky Standardbred Breeders' Incentive Fund (KSBIF):**

The Kentucky Standardbred Breeders' Incentive Fund is financed from the 13% of all receipts collected from the 6% sales and use tax on the fees paid for breeding a stallion to a mare in Kentucky, together with any other money contributed, appropriated, or allocated to the fund from all other sources. The money deposited in the KSBIF is used to provide rewards for breeders or owners of Kentucky-bred Standardbred horses.





**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

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**Jonathan Rabinowitz**  
CHAIRMAN

**TO:** Kentucky Horse Racing and Gaming Corporation  
**FROM:** Drew Conners, Director of Incentives & Development  
**DATE:** December 4, 2024  
**RE:** **PERIOD VIII - KY HORSE BREEDERS' INCENTIVE FUND (KHBIF) APPLICATIONS**

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On November 1, 2024, the Kentucky Horse Breeders' Incentive Fund (KHBIF) accepted eleven (11) applications for participation in the KHBIF for calendar years 2025, 2026 and 2027. All eleven (11) applicants are the same participants reapplying from the prior three year period.

The KHBIF is funded by the 6% sales tax collected when breeding a mare to a stallion in Kentucky. 7% of those total funds collected are paid out annually on a proportional basis to support each of these programs. Each affiliate must report bi-annually on the status of their programs. KHRGC staff and the KHBIF Advisory Committee reviewed the applications on November 26, 2024. The applications were considered based on the criteria set forth in 810 KAR 7:050.

A summary review of the applications follows this memorandum, and full applications remain on file at the KHRGC for review by board members at any time.

The KHBIF Advisory Committee along with KHRGC staff recommend approval.

**BOARD ACTION**

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny

## Summary of Period VIII KHBIF Applications (Years 2025, 2026 and 2027)

The applications were reviewed using the following criteria pursuant to 810 KAR 7:050:

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation;
2. Award Distribution Plan;
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or an approved third party;
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky; and
5. Scoring Body for the events

### I. KENTUCKY APPALOOSA OWNER'S ASSOCIATION:

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Divided equally among Regional Shows (25%); Open Shows (25%); Trail (25%) and Futurity (25%) and benefits owner of the horse & stallion owner.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **2,694**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **Appaloosa Horse Club (APHC)**

### II. KENTUCKY ARABIAN & HALF ARABIAN BREEDERS ASSOCIATION:

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Divided amongst KAHABA Points Program; KAHABA Bonus Class Point Program; KAHBA Distance Division and KAHABA Production Class Program. Award benefits owner of the horse (80%), breeder (10%) & stallion nominator (10%).**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **1,539**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **Arabian Horse Assoc. (AHA) Judges**

### III. SOUTH CENTRAL HACKNEY ASSOCIATION INC.:

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points can be earned by participating in one of the fifteen divisions at SCHA member horse shows.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **1,233**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **SCHA Show Judges**

#### **IV. KENTUCKY MINIATURE HORSE BREEDERS CLUB:**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points will be calculated like AMHA Rule PA-015 and payouts are based on the number of Open and Amateur points earned. Approved shows held in Kentucky are worth double points.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **4,674**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **American Miniature Horse Assoc. (AMHA) Show Judges**

#### **V. MOUNTAIN PLEASURE HORSE ASSOCIATION:**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points can be earned by competing in approved MPHA events within the following divisions and award money will be awarded as follows (50%) Senior Division, (25%) Junior Division and (25%) Youth Division.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **820**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **National Mountain Horse Assoc. (NMHA) Show Judges**

#### **VI. KMSHA of KENTUCKY, Inc.**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Accumulate points by competing in AA National Shows in the following classes: Regular, Championship and Futurity. One can also earn high points in designated categories. Award money will be distributed as follows: (50%) Show Season and (50%) Futurity.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **4611**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **AA National Show Judges**

#### **VII. KENTUCKY PAINT HORSE CLUB:**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points are earned by competing in approved APHA Shows or Paint Alternative Competitions. Award money will be distributed as follows (70%) to horse owner, (15%) to breeder and (15%) to stallion owner.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **6,341**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **American Paint Horse Assoc. (APHA) Show Judges**

#### **VIII. KENTUCKY QUARTER HORSE ASSOCIATION:**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points can be earned at approved AQHA events and are divided 70% to the owner of the horse; 15% to the breeder and 15% to the stallion owner.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **33,315**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **American Quarter Horse Assoc. (AQHA) Show Judges**

#### **IX. ROCKY MOUNTAIN HORSE KENTUCKY BREEDERS INCENTIVE AFFILIATE:**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points can be earned by participating in RMHA sanctioned Show Programs and Trail Obstacle Programs. Awards divided (90%) to the horse owner and (10%) to the sire and dam owner.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **6,031**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **Judges representing Rocky Mountain Horse Assoc. (RMHA) Shows, Equine Trail Sports, Extreme Cowboy Assoc., Arena Obstacle Challenge, Competitive Trail Challenge**

#### **X. KENTUCKY SADDLEBRED OWNERS AND BREEDERS ASSOCIATION, INC.**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points are earned by participating in ASHBA Sweepstakes Classes & the ASHBA National Futurity at the World's Championship Horse Show at the Kentucky State Fair and divided 70% to the breeder and 30% to the stallion owner.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **8,625**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **American Saddlebred Horse & Breeders Assoc. (ASHBA) Judges**

#### **XI. KENTUCKY WALKING HORSE BREEDERS INCENTIVE:**

1. Applicant is a Kentucky affiliate with an IRS 501(c) designation: **Confirmed**
2. Award Distribution Plan: **Points are earned by participating in approved shows by the International Walking Horse Assoc., Friends of Sound Horses, The National Walking Horse Assoc. and Walking Horse Owners Assoc. Awards are divided (60%) foals; (25%) mares; (10%) stallions; (5%) breeders.**
3. Number of Horses residing in KY and under the age of 25 and certified by the National Registry or a third party: **25,908**
4. Per KRS 230.804, eligible horses are bred and foaled in Kentucky: **Confirmed**
5. Scoring Body for the events: **Judges with International Walking Horse Association, Friends of Sound Horses or The National Walking Horse Association and Walking Horse Owners Assoc.**

Example Award Distribution Plan:

<b>Period VIII: Example of Award Distributions if applicants are approved</b>			
<b><u>KHBIF Verified Number</u></b>	<b><u>Breed</u></b>	<b><u>%</u></b>	<b><u>\$\$</u></b>
2,694	<i>Kentucky Appaloosa Owners Association, Inc.</i>	2.81%	\$ 28,124
1,539	<i>Kentucky Arabian &amp; Half Arabian Breeders Alliance</i>	1.61%	\$ 16,066
4,674	<i>Kentucky Miniature Horse Breeders Club</i>	4.88%	\$ 48,794
4,611	<i>Kentucky Mountain Saddle Horse Association of KY</i>	4.81%	\$ 48,136
6,341	<i>Kentucky Paint Horse Club</i>	6.62%	\$ 66,196
33,315	<i>Kentucky Quarter Horse Association</i>	34.78%	\$ 347,788
8,625	<i>Kentucky Saddlebred Owners and Breeders Association</i>	9.00%	\$ 90,040
25,908	<i>Kentucky Walking Horse Breeders Incentive Fund</i>	27.05%	\$ 270,464
820	<i>Mountain Pleasure Horse Association</i>	0.86%	\$ 8,560
6,031	<i>Rocky Mountain Horse Association</i>	6.30%	\$ 62,960
1,233	<i>South Central Hackney Association</i>	1.29%	\$ 12,872
<b>95,791</b>		<b>100.00%</b>	<b>\$ 1,000,000</b>



**Andy Beshear**  
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**Jonathan Rabinowitz**  
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Hannah Simms, Director of Sports Wagering  
DATE: December 4, 2024  
RE: **REQUEST FOR APPROVAL OF SPORTS WAGERING CATALOG ADDITIONS AND CLARIFICATIONS**

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In accordance with **809 KAR 10:002**, a licensee is prohibited from offering sports wagering on any event that has not been approved by the Kentucky Horse Racing and Gaming Corporation (KHRGC). This memorandum presents proposed updates to the KHRGC's Sports Wagering Catalog, ensuring compliance with **KHRGC regulations**. The proposed changes include renaming existing entries to reflect current information and staff recommendations regarding requests for new sporting events or clarifications from licensed service providers.

KHRGC staff has thoroughly reviewed these requests to ensure they adhere to the criteria for allowable wagers as established in **809 KAR 10:002, Section 2**. This review focused on the overall integrity of the sporting events associated with each request and their suitability for offering in Kentucky. KHRGC staff evaluated each event to ensure it meets the regulatory standards for transparency, integrity, and relevance to the field of play.

**1. Renaming:**

○ *Sailing – Prada Cup*

This event will be renamed to "Louis Vuitton Cup (or its successor)" due to a change in sponsorship for the 2024 season.

**2. New Requests and Clarifications:**

The following requests, submitted by service providers, have been reviewed and evaluated by KHRGC staff. Below is additional information regarding each request, along with corresponding recommendations:

<b>Event/Category</b>	<b>Governing Body/Organization</b>	<b>Additional Information</b>	<b>Recommendation</b>	<b>Link for More Info</b>
<b>Boxing and MMA</b>	Association of Boxing Commissions and Combative Sports (ABCCS)	National governing body in the U.S. for boxing and MMA. Ensures uniform regulations and integrity in combat sports.	Recommend Approval for professional boxing and MMA contests following Unified Rules	<a href="#">ABCCS</a>
<b>Boxing</b>	British Boxing Board of Control (BBBofC)	Governs professional boxing in the United Kingdom. Has a standard set of rules, regulations and medical guidelines.	Recommend Approval for professional boxing contests following standard rules and regulations	<a href="#">BBBofC</a>
<b>Boxing</b>	World Boxing Federation (WBF)	Oversees boxing events internationally, focusing on professional-level bouts. Has a standard set of rules, regulations and medical guidelines.	Recommend Approval for professional boxing contests following standard rules and regulations	<a href="#">WBF</a>
<b>MMA</b>	Extreme Fighting Championship (EFC)	International professional MMA league known for hosting events featuring elite fighters. EFC's rules are based upon the Unified Rules of Mixed Martial Arts	Recommend Approval for professional MMA contests following standard rules and regulations	<a href="#">EFC</a>
<b>Lacrosse</b>	National Lacrosse League (NLL)	NLL is a men's professional box lacrosse league in Headquartered in Philadelphia, Pennsylvania, the NLL currently has fourteen teams: eight in the United States and six in Canada.	Recommend Approval	<a href="#">NLL</a>
<b>NCAA - Football</b>	Heisman Award	Award for the most outstanding college football player, based on regular season performance.	Clarifying Approval	<a href="#">Heisman</a>
<b>NCAA - Football</b>	Doak Walker Award	Award for the best college football running back, measured by performance over the season.	Recommend Approval	<a href="#">Doak Walker</a>

<b>NCAA - Football</b>	Fred Biletnikoff Award	Award for the best wide receiver in college football, based on regular season stats.	Recommend Approval	<a href="#">Fred Biletnikoff</a>
<b>NCAA - Football</b>	Bear Bryant Coach of the Year Award	Award for the top head coach in college football. Focuses on leadership, character, and sportsmanship, which are not solely related to on-field performance.	<b>Recommend Denial</b>	<a href="#">Bear Bryant</a>
<b>NCAA – Football</b>	College Senior Bowl	Post season game where elite draft prospects from around the country are selected to showcase their talent and connect with coaches and decision-makers from all 32 NFL teams.	Clarifying Approval	<a href="#">Senior Bowl</a>
<b>NCAA – Football</b>	East/West Shrine Bowl	Post season game where the best college football players in the world showcase their talents as top NFL Draft prospects in front of all 32 NFL teams’ scouts and executives.	Recommend Approval	<a href="#">Shrine Bowl</a>
<b>Volleyball - Beach</b>	Volleyball World Beach Pro Tour	International professional beach volleyball circuit, overseen by the International Volleyball Federation (FIVB).	Recommend Approval	<a href="#">Beach Pro Tour</a>
<b>Basketball</b>	WNBA All-star Game MVP	Award for the most valuable player in the WNBA All-Star Game, based on in-game performance.	Clarifying Approval	<a href="#">WNBA All-Star</a>
<b>Hockey - Ice</b>	4 Nations Face-off	International ice hockey competition featuring four national teams, typically showcasing top-level play.	Recommend Approval	<a href="#">IIHF</a>
<b>Hockey - Ice</b>	Professional Women’s Hockey League	Professional women’s ice hockey league in North America consisting of six franchises.	Recommend Approval	<a href="#">PWHL</a>



<b>Jai Alai</b>	World Jai Alai	International competition for Jai Alai, a fast-paced sport historically associated with wagering.	Recommend Approval	<a href="#">World Jai Alai</a>
<b>NCAA - Rowing</b>	NCAAW Rowing	National collegiate rowing championship for women, held annually, with teams competing based on athletic merit.	Recommend Approval	<a href="#">NCAAW Rowing</a>
<b>NCAA - Field Hockey</b>	NCAAW Field Hockey	National championship for women's field hockey, determined by athletic performance throughout the season.	Recommend Approval	<a href="#">NCAAW Field Hockey</a>
<b>NCAA - Tennis</b>	NCAA Tennis	National collegiate tennis competition for men and women, based on individual and team performance.	Recommend Approval	<a href="#">Men</a> <a href="#">Women</a>
<b>Football - Pro American</b>	NFL Award - AP Most Valuable Player	Award for the NFL's most valuable player during the regular season, based on individual contributions to team success.	Clarifying Approval	<a href="#">NFL MVP</a>
<b>Football - Pro American</b>	NFL Award - AP Comeback Player of the Year	Award for the NFL player demonstrating excellence after injury or adversity, based on regular season performance.	Clarifying Approval	<a href="#">NFL Comeback Player</a>
<b>Football - Pro American</b>	NFL Award - AP Offensive Player of the Year	Award for the NFL's best offensive player, based on statistical performance during the regular season.	Clarifying Approval	<a href="#">NFL Offensive Player</a>
<b>Football - Pro American</b>	NFL Award - AP Defensive Player of the Year	Award for the NFL's best defensive player, based on in-game performance and statistics.	Clarifying Approval	<a href="#">NFL Defensive Player</a>
<b>Football - Pro American</b>	AP Assistant Coach of the Year	Award for the NFL's best assistant coach, as voted on by panel of 50 media members. Similar to the Bear Bryant Award, a coaching award accounts	<b>Recommend Denial</b>	<a href="#">NFL Honors</a>

for more than performance on the field of play.

<b>Football – Pro American</b>	AP 1 <sup>st</sup> and 2 <sup>nd</sup> Team All-Pro	Recognizes the top players at each position in professional American football, based on in-season performance.	Recommend Approval	<a href="#">NFL Honors</a>
<b>NCAA - Water Polo</b>	NCAA Water Polo	Collegiate championship for men and women’s water polo, determined by team performance throughout the season.	Recommend Approval	<a href="#">Men</a> <a href="#">Women</a>
<b>Pickleball</b>	Professional Pickleball Association (PPA)	Oversees professional pickleball with standardized rules, a structured tournament format, and high-paying prize pools to promote competition and growth in this rapidly growing sport.	Recommend Approval	<a href="#">PPA</a>
<b>Summer Athletics</b>	World Surf League (WSL) Championship Tour	Professional surfing competition, held in various locations worldwide, based on individual performance in different waves.	Recommend Approval	<a href="#">WSL Championship</a>
<b>Racing and Other Motor Sports</b>	Fédération Internationale de Motocyclisme (FIM)	Premier motorcycle racing championship with global recognition.	Recommend Approval	<a href="#">FIM</a>
<b>Rugby League</b>	Super League	Premier European rugby competition featuring clubs from the UK and France.	Recommend Approval	<a href="#">Super League</a>
<b>Rugby League</b>	State of Origin	Annual rugby series between New South Wales and Queensland, known for high-level competition.	Recommend Approval	<a href="#">State of Origin</a>
<b>Rugby League</b>	International Rugby League (IRL)	The IRL is the global governing body for the sport of rugby league football. The IRL organizes the Rugby League World Cup, among other international tournaments. IRL is headquartered in London,	Recommend Approval	<a href="#">IRL</a>

England and is currently made of 32 members.

<b>Rugby Union</b>	Major League Rugby (MLR)	MLR is a professional rugby union competition for clubs in North America. The league is officially sanctioned by USA Rugby—a member union of Rugby Americas North (RAN)—and is consequently part of World Rugby.	Recommend Approval	<a href="#">MLR</a>
<b>Table Tennis</b>	European Table Tennis Union (ETTU)	ETTU is the governing body of the sport of table tennis in Europe, and is the only authority recognized for this purpose by the International Table Tennis Federation. ETTU currently has 58 member associations.	Recommend Approval	<a href="#">ETTU</a>
<b>Table Tennis</b>	TT Elite Series Poland	The TT Elite Series is not governed by internationally reputable governing body. The ITTF and ETTU are currently the recognized authorities for table tennis.	<b>Recommend Denial</b>	<a href="#">TT Elite - Poland</a>

KHRGC staff recommends approval of the determinations on the catalog requests as outlined above.

**BOARD ACTION**

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

**Jonathan Rabinowitz**  
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Hannah Simms, Director of Sports Wagering  
DATE: December 4, 2024  
RE: **REQUEST FOR APPROVAL OF SPORTS WAGERING SERVICE PROVIDER LICENSE RENEWALS FOR 2025**

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Pursuant to KRS 230.260, the Kentucky Horse Racing and Gaming Corporation (KHRGC) is tasked with establishing regulatory standards for sports wagering within the Commonwealth of Kentucky. Under KRS 230.811 and KRS 230.814, licensed service providers are authorized to conduct sports wagering activities. Service provider licenses require an initial application fee of \$50,000 and an annual renewal fee of \$10,000.

As a part of the application renewal review process, KHRGC staff reviewed items including organizational structure, key personnel, technical requirements and certification, the contract to provide services to a sports wagering operator and contracts with other entities requiring occupational licenses. Throughout the duration of the license, applicants must furnish details concerning significant changes to ownership structure, server equipment and software, arrangements with third-party service providers, house rules, internal controls, and potential impacts on the Commonwealth of Kentucky. The KHRGC staff may request clarification for any documentation submitted prior to or throughout the duration of the license.

The following memorandum provides a summary of each service provider and the staff recommendation regarding their 2025 license renewal. Further details are available in the application files maintained at the KHRGC office.

## SUMMARY OF SERVICE PROVIDER RENEWAL APPLICATIONS

1. **American Wagering, Inc. ("Caesars Sportsbook")**  
Conducts retail and mobile wagering with Lexington Trots Breeders Association, LLC ("Red Mile").  
**Recommendation:** Approval of the 2025 license renewal
2. **Betfair Interactive US, LLC ("FanDuel Sportsbook")**  
Conducts mobile wagering with Turfway Park, LLC ("Turfway Park").  
**Recommendation:** Approval of the 2025 license renewal
3. **BetMGM, LLC ("BetMGM")**  
Conducts retail and mobile wagering with Revolutionary Racing KY, LLC ("Sandy's Racing & Gaming").  
**Recommendation:** Approval of the 2025 license renewal
4. **Circa Sports KY, LLC ("Circa Sports")**  
Conducts retail and mobile wagering with Kentucky Downs LLC ("The Mint Gaming Hall at Kentucky Downs").  
**Recommendation:** Approval of the 2025 license renewal
5. **Crown KY, LLC ("DraftKings Sportsbook")**  
Conducts retail and mobile wagering with ECL Corbin, LLC ("The Mint Gaming Hall Cumberland") and ECL Entertainment LLC ("The Mint Gaming Hall at Bowling Green").  
**Recommendation:** Approval of the 2025 license renewal
6. **FBG Global Holdco, LLC ("Fanatics Sportsbook")**  
Conducts mobile wagering with WKY Development, LLC ("Oak Grove Racing, Gaming & Hotel").  
**Recommendation:** Approval of the 2025 license renewal
7. **Hillside (Kentucky), LLC ("Bet365")**  
Conducts mobile wagering with Revolutionary Racing KY, LLC ("Sandy's Racing & Gaming").  
**Recommendation:** Approval of the 2025 license renewal
8. **Penn Sports Interactive, LLC ("ESPNBet")**  
Conducts mobile wagering with Ellis Entertainment, LLC ("Ellis Park").  
**Recommendation:** Approval of the 2025 license renewal

9. **Sports Information Services, Ltd. ("Kambi")**

Conducts retail wagering with Churchill Downs Racetrack, LLC ("Churchill Downs Racetrack"), Ellis Entertainment, LLC ("Ellis Park"), Turfway Park, LLC ("Turfway Park"), and WKY Development, LLC ("Oak Grove Racing, Gaming & Hotel").

**Recommendation:** Approval of the 2025 license renewal

**Staff Recommendation**

The KHRGC staff has reviewed the submissions and documentation provided by each service provider applicant for the 2025 licensing period. All entities have complied with regulatory requirements and submitted the required renewal fees. The staff recommends the approval of the 2025 sports wagering service provider licenses for the aforementioned applicants.

BOARD ACTION

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny



**Andy Beshear**  
GOVERNOR

**Jamie Eads**  
PRESIDENT & CEO

**Jacqueline Coleman**  
LIEUTENANT GOVERNOR

**KENTUCKY HORSE RACING & GAMING CORPORATION**

4047 Iron Works Parkway  
Lexington, KY 40511  
Phone: (859) 246-2040  
Fax: (859) 246-2039

**Jonathan Rabinowitz**  
CHAIRMAN

TO: Kentucky Horse Racing and Gaming Corporation  
FROM: Hannah Simms, Director of Sports Wagering  
DATE: December 4, 2024  
RE: **REQUEST FOR APPROVAL OF INITIAL SPORTS WAGERING SERVICE PROVIDER LICENSE FOR PRIME SPORTS KY**

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Pursuant to KRS 230.260, the Kentucky Horse Racing and Gaming Corporation (KHRGC) is responsible for establishing regulatory standards for sports wagering within the Commonwealth of Kentucky. Under KRS 230.811 and KRS 230.814, licensed service providers are authorized to conduct sports wagering activities, provided they meet all statutory and regulatory requirements. Initial service provider licenses require an application fee of \$50,000.

The application process for an initial license requires the submission and review of comprehensive documentation, including but not limited to: organizational structure, identification of key personnel, technical requirements and certifications, contracts to provide services to a sports wagering operator, and any arrangements with third-party service providers requiring occupational licenses. Additionally, applicants must outline house rules, internal controls, server equipment specifications, and any potential operational or financial impacts on the Commonwealth of Kentucky.

The KHRGC staff has completed its review of the initial application for Prime Sports KY, ensuring compliance with all applicable statutes and regulations. During the review process, staff carefully evaluated the applicant's materials and may request clarification for any documentation submitted prior to or throughout the duration of the license.

Below are affiliation details and the staff recommendation regarding approval of an initial sports wagering service provider license for Prime Sports KY. Further details are available in the application files maintained at the KHRGC office.

**OUT THE GATE, INC. ("PRIME SPORTS KY")**

Conduct mobile wagering with Churchill Downs Racetrack, LLC ("Churchill Downs Racetrack").

Prime Sports is strategically focusing on the rapidly growing regulated sports betting markets in New Jersey, Ohio, and Kentucky, aiming to capitalize on the unique opportunities in each state. Prime Sports states that Kentucky, with its rich history and deeply ingrained sports culture, stands out as an exceptionally attractive market. They believe the recent legalization of sports betting, combined with the state's passionate sports fans, creates an ideal environment for Prime Sports to introduce its customer-first approach.

Prime Sports' goal is to provide a product that pays particular attention to providing high-quality/ human-driven customer service, fast payout processing, and an attractive rewards program for loyal customers. The company offers high betting limits and more flexible wagering options.

Prime Sports is operating in Ohio (September 2023) and New Jersey (March 2024) and has generated millions of dollars in handle in those markets. They are focused on refining their wagering product and listening closely to customer feedback to enhance they desktop and mobile app experiences. They want to ensure that customers feel heard and valued, fostering strong relationships with wagerers while ensuring compliance as they continue to grow at scale.

**Staff Recommendation**

The KHRGC staff has reviewed the submissions and documentation provided by Prime Sports for their initial sports wagering service provider license application. Prime Sports has complied with regulatory requirements and submitted the required initial licensing fee. ***The staff recommends the approval of Prime Sports for a 2025 sports wagering service provider license.***

**BOARD ACTION**

\_\_\_\_\_ Approve

\_\_\_\_\_ Defer

\_\_\_\_\_ Deny



THOROUGHBRED RULINGS

2024 THOROUGHBRED RULINGS

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	DETERMINATION	DRUG CLASS	PENALTY OR ACTION	FINE	STATUS
24-0047	10/24/2024	10/19/2024	Jesus Esquivel	Necessitated the late scratch of ABITIBI from race 2 at Keeneland on October 19, 2024		Fined	\$ 500	Paid
24-0048	10/31/2024	8/5/2024	Rashawn Williams	Provided disposition of his criminal case		Restored to good standing		Current license
24-0049	11/2/2024	11/1/2024	Gerardo Corrales	Failure to fulfill riding engagement on November 1, 2024 at Churchill Downs		Fined	\$ 100	Paid
24-0050	11/3/2024	11/2/2024	Paul McEntee	Late arrival to paddock for race 11 at Churchill Downs on November 2, 2024		Fined	\$ 250	Not Paid
24-0051	11/13/2024	11/10/2024	Adam Beschizza	careless riding		Suspended 3 days November 21 through November 24, 2024 (inclusive)		Suspension served
24-0052	11/16/2024	11/15/2024	Axel Concepcion	careless riding		Suspended 3 days November 17, November 20 and November 21, 2024		Suspension served
24-0053	11/17/2024	11/9/2024	J. J. Meza	Failure to fulfill riding engagement on November 9, 2024 at Churchill Downs		Fined	\$ 100	Not Paid
24-0054	11/20/2024	11/16/2024	Fernando Jara	careless riding		Suspended 3 days November 27 through November 29, 2024 (inclusive)		Suspension served

2024 TB RULINGS LIST BY CATEGORY ( through November 29, 2024 )

NON-MEDICATION VIOLATIONS

	<u>Total</u>	<u>Fines</u>	<u>Suspensions</u>	<u>Disqualifications</u>	<u>Appeals</u>	
<u>Jockey Violations</u>						
Careless Riding	18	0	18	0	0	Routine riding offense
Overly Aggressive Riding	0	0	0	0	0	
Other Disciplinary Violations	8	8	1	0	0	Failure to fulfill riding engagement, failure to appear for race replay review, display of temper, touched rival while approaching finish, removed helmet while aboard mount, eased up approaching finish and failed to obtain best placing
Subtotal	<u>26</u>	\$6,400				
<u>Other Licensee Violations</u>						
Misc. violations by licensees	10	9	1	0	0	Fined for falsification of license application, violated scratch regulation, prohibited electronic treatment, failed to have entrant at track, HISA violation necessitated late scratch, late arrival to paddock
Disorderly conduct and formal ejections	13	3	11	0	0	Tampered with human drug test, failure to heed directive of outriders, suspended for falsification of license application, assault on security guard, drug possession and failed drug test, interfering with commission employees while in the course of performing their duties, pending criminal charges, criminal conviction
Suspended for non payment of fines	0	0	0	0	0	
Subtotal	<u>23</u>	\$5,600				
Other Rulings Issued	5	0	0	0	0	The remaining ruling that has been issued in 2024 is for information only and includes purse redistribution, license type change, license rescinded, licensee restored to good standing
<b>TOTAL 2024 RULINGS</b>	<u><u>54</u></u>	<u>\$12,000</u>				

**STANDARD BRED RULINGS**

**STANDARD BRED RULINGS 2024**

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	COMMENTS	PENALTY/ ACTION	FINE	STATUS
J2024-001	4/30/2024	6/30/2013	Luke A McCarthy	Failure to drive when programmed	Fine	\$200	Paid
J2024-002	4/15/2024	4/2/2024	Chris A Brown	Excessive Use of Whip	Fine	\$200	Paid
J2024-003	4/30/2024	4/22/2024	Jacob T Stillwell	Excessive Use of Whip	Fine	\$200	Paid
J2024-004	4/30/2024	4/22/2024	Jafari S Frazier	Excessive Use of Whip	Fine	\$200	Paid
J2024-005	4/22/2024	4/22/2024	Jim T Brinson	Excessive Use of Whip	Fine	\$200	Paid
J2024-006	4/30/2024	4/29/2024	Marcus D Hill	Excessive Use of Whip	Fine	\$200	Paid
J2024-007	6/6/2024	5/27/2024	Emanuel Miller	Interference During the Running of the Race	Fine	\$200	Paid
J2024-008	5/7/2024	5/9/2024	Tyler Shehan	Excessive Use of Whip	Fine	\$200	Paid
J2024-009	5/13/2024	5/14/2024	Devon Tharps	Leaning back in sulky	Fine	\$100	Paid
J2024-010	6/6/2024	5/13/2024	Andy R Miller	Excessive Use of Whip	Fine	\$500	Paid
J2024-011	6/6/2024	5/20/2024	Cordarius Stewart	Excessive Use of Whip	Fine	\$200	Paid
J2024-012	6/6/2024	5/13/2024	Devon Tharps	Leaning back in sulky	Fine	\$100	Paid
J2024-013	6/6/2024	5/20/2024	Jamaal Denson	Interference During the Running of the Race	Fine	\$200	Paid
J2024-014	6/6/2024	5/13/2024	Patrick Curtin	Excessive Use of Whip	Fine	\$200	Paid

**STANDARD BRED RULINGS 2024**

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	COMMENTS	PENALTY/ ACTION	FINE	STATUS
J2024-015	6/6/2024	6/11/2024	Shae Vandervort	Excessive Use of Whip	Fine	\$200	Paid
J2024-016	6/6/2024	5/27/2024	Roy Marohn	Excessive Use of Whip	Fine	\$200	Paid
KYPS2024-01	5/25/2024	5/29/2024	S Bernard Demars	Excessive Use of Whip	Fine	\$200	Paid
J2024-017	6/25/2024	6/19/2024	Terry L Skinner	Excessive Use of Whip	Fine, suspended 5 days - 6/27/24-7/1/24	\$500	Paid
KYPS2024-02							
KYPS2024-03	6/21/2024	6/19/2024	Tyler Shehan	Inside the euro rail/pylon violation	Fine	\$100	Paid
KYPS2024-04	6/21/2024	6/19/2024	Emanuel Miller	Inside the euro rail/pylon violation	Fine	\$100	Paid
KYPS2024-05	6/21/2024	6/19/2024	Curtis Bradford	Indiscriminate Use of Whip	Fine	\$100	Paid
KYPS2024-06	6/21/2024	6/19/2024	Greg Powell	Late to Paddock	Fine	\$50	Paid
KYPS2024-07	6/28/2024	6/26/2024	Mike A Hollenback	Excessive Use of Whip	Fine	\$200	Paid
J2024-018	7/5/2024	7/2/2024	Wyatt Avenatti	Excessive Use of Whip	Fine	\$200	Paid
J2024-019	7/7/2024	6/25/2024	David S Miller	Failure to drive when programmed	Fine	\$200	Paid
J2024-020	7/7/2024	6/25/2024	Peter M Wrenn	Failure to Drive when Programmed	Fine	\$50	Paid
J2024-021	7/9/2024	7/8/2024	Jimmy R Watson	Late Driver Change	Fine	\$100	Paid

## STANDARD BRED RULINGS 2024

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	COMMENTS	PENALTY/ ACTION	FINE	STATUS
J2024-022	7/9/2024	7/8/2024	Carson M Conrad	Excessive Use of Whip	Fine	\$100	Paid
RM2024-001	8/6/2024	8/4/2024	Ronnie H. Wrenn Jr.	Excessive Use of Whip	Fine, suspended 3 days - 8/5/24-8/7/24	\$500	Paid, Suspension Served
RM2024-002	8/11/2024	7/21/2024	Carson M Conrad	Excessive Use of Whip	Fine, 2nd offense	\$300	Paid
RM2024-003	8/11/2024	7/30/2024	Tony A Hall	Unconventional Use of Whip	Fine	\$200	Paid
RM2024-004	8/12/2024	7/30/2024	Andy R Miller	Excessive Use of Whip	Fine	\$300	Paid
RM2024-005	8/18/2024	8/6/2024	Jamaal D Denson	Failure to obey judges orders, careless driving not keeping reins taut, excessive use of whip causing welts	21 days suspension with 14 days held in abeyance pending no further violations		7 Days Served 8/21-8/27/24
RM2024-006	8/25/2024	7/21/2024	James Edward Stiltner II	Excessive Use of Whip	Fine	\$200	
RM2024-007	8/25/2024	7/21/2024	James Edward Stiltner II	Excessive Use of Whip	Fine	\$300	
RM2024-008	9/14/2024	8/13/2024	Marcus D Hill	Impeding the progress of another horse	Fine	\$200	
RM2024-009	8/25/2024	8/20/2024	Graham Lewis	Excessive Use of Whip	Fine & Suspended 7 days	\$300	Paid, Suspension Served
RM2024-010	9/9/2024	8/20/2024	James Edward Stiltner II	Excessive Use of Whip	Fine	\$300	
RM2024-011	9/10/2024	8/20/2024	James Edward Stiltner II	Excessive Use of Whip	Fine	\$300	
RM2024-012	8/25/2024	8/12/2024	Bruce A Sturgeon	Caused Interference	Fine	\$100	Paid
RM2024-013	8/25/2024	8/13/2024	Don C Campbell	Late Driver Change	Fine	\$100	Paid

**STANDARD BRED RULINGS 2024**

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	COMMENTS	PENALTY/ ACTION	FINE	STATUS
RM2024-014	9/11/2024	8/6/2024	Andy R Miller	Excessive Use of Whip in Stakes	Fine	\$500	Paid
RM2024-015	9/11/2024	8/6/2024	Andy R Miller	Excessive Use of Whip	Fine	\$500	Paid
RM2024-016	9/11/2024	8/5/2024	Todd P McCarthy	Excessive Use of Whip	Fine	\$500	
RM2024-017	9/11/2024	8/13/2024	Fernand Paquet Jr	Causing Interference/Horse DQ'd	Fine	\$200	lvm 10/21
RM2024-018	9/11/2024	8/20/2024	Nicolas Roussel	Excessive Use of Whip	Fine	\$200	Paid
RM2024-019	9/12/2024	8/11/2024	Kyle A Husted	Excessive Use of Whip	Fine	\$200	Paid
RM2024-020	9/12/2024	9/3/2024	Devon Tharps	Leaning Back in Sulky	Fine, 2nd offense	\$300	Paid
RM2024-021	9/14/2024	8/18/2024	Robert A Stewart	Disorderly conduct, using insulting and profane language to, and harassing a KHRGC official, (vet) disturbing the peace, compromising the integrity of a secure area	Fine	\$2,500	Paid
RM2024-022	9/20/2024	9/15/2024	Travis Alexander	Late to Paddock Necessitating a Late Scratch	Fine	\$500	
RM2024-023	9/23/2024	4/22/2024	Jacob T Stillwell	License suspended pending payment of fine	Suspension		Paid/Restored to good standing
RM2024-024	9/20/2024	9/16/2024	Jim T Brinson	Late Driver Change	Fine	\$100	Paid
RM2024-025	9/11/2024	9/2/2024	Devon Tharps	Leaning Back in Sulky	Fine	\$200	

**STANDARD BRED RULINGS 2024**

RULING NUMBER	RULING DATE	INFRACTION DATE	ISSUED TO	COMMENTS	PENALTY/ ACTION	FINE	STATUS
RM2024-026	9/30/2024	9/26/2024	Anibal Borjas	Excessive Use of Whip	Fine, suspended 3 days (10/1-10/3)	\$500	Paid/Suspension Served
RM2024-027	9/10/2024	9/2/2024	Katricia Adams	Failed to honor declaration	Fine	\$300	will pay 10/21
RM2024-028	8/25/2024	8/13/2024	Randy D Crisler	Late to paddock necessitation a late scratch	Fine	\$100	hand delivered 10/14
RM2024-029	8/25/2024	8/13/2024	Randy D Crisler	Late Driver Change	Fine	\$100	hand delivered 10/14
CR2024-032	11/12/2024	11/4/2024	Brandon L Bates	Excessive Use of Whip	Fine	\$500	

## KHRC Veterinary Report

### Keeneland Fall Meet 2024

<b>Total Starts</b>		<b>1544</b>
	Post Race Samples	409
	tCO <sub>2</sub>	218
<b>Veterinary Scratches</b>		<b>38</b>
	Pre-Race	23
	On-Track	15
	Soundness related	12
	Gate/paddock Injury	3
<b>KHRC Veterinary List</b>		<b>60</b>
	Scratches	38
	Race Injuries/post race lame/test barn lame	15
	EIPH	3
	Heat Distress	4
<b>Claimed horses</b>		<b>110</b>
<b>Voided Claims</b>		<b>7</b>
<b>Ambulance Runs</b>		<b>7</b>
<b>Racing Fatalities</b>		<b>2</b>
	Musculo-skeletal	2
<b>Training Fatalities</b>		<b>2</b>
	Musculo-skeletal	2



# KHRC Veterinary Report

Cumberland Run 2024

<b>Total Starts</b>		<b>1078</b>
	Post Race Tested	215
	tCO <sub>2</sub>	52
<b>Veterinary Scratches</b>		<b>2</b>
	On-Track	2
	Soundness related	2
<b>KHRC Veterinary List</b>		<b>4</b>
	Scratches	2
	Race Injuries/post race lame/test barn lame	2
	EIPH	0
	Physical Distress	0
<b>Claimed horses</b>		<b>2</b>
<b>Voided Claims</b>		<b>0</b>
<b>Ambulance Runs</b>		<b>0</b>
<b>Racing Fatalities</b>		<b>0</b>
<b>Training Fatalities</b>		<b>0</b>

**Occurrence of Thoroughbred race-related fatalities in Kentucky 2007 to present**

Year	Category Non-musculoskeletal: EIPH, Sudden Death, Racing Accident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Starts (incompass)	Fatalities per 1,000 starts
2007	Musculoskeletal	2	1	5	2	4	3	4	2	2	3	4	5	37	23,180	1.60
	Non-musculoskeletal	0	0	0	0	0	0	0	0	0	1	0	0	1		0.04
	<b>TOTAL</b>	2	1	5	2	4	3	4	2	2	4	4	5	38		<b>1.64</b>
2008	Musculoskeletal	3	0	4	2	3	2	2	2	3	2	4	8	35	22,278	1.57
	Non-musculoskeletal	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
	<b>TOTAL</b>	3	0	4	2	3	2	2	2	3	2	4	8	35		<b>1.57</b>
2009	Musculoskeletal	3	5	1	2	4	1	2	4	3	3	2	3	33	20,142	1.64
	Non-musculoskeletal	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
	<b>TOTAL</b>	3	5	1	2	4	1	2	4	3	3	2	3	33		<b>1.64</b>
2010	Musculoskeletal	2	1	2	0	0	2	4	2	1	3	7	1	25	18,167	1.38
	Non-musculoskeletal	0	0	1	1	0	0	0	0	0	0	0	0	2		0.11
	<b>TOTAL</b>	2	1	3	1	0	2	4	2	1	3	7	1	27		<b>1.49</b>
2011	Musculoskeletal	2	2	1	1	2	5	1	3	2	5	3	1	28	18,258	1.53
	Non-musculoskeletal	0	0	0	0	0	0	0	0	1	0	0	0	1		0.05
	<b>TOTAL</b>	2	2	1	1	2	5	1	3	3	5	3	1	29		<b>1.59</b>
2012	Musculoskeletal	0	0	1	2	9	2	0	2	0	3	5	3	27	17,513	1.54
	Non-musculoskeletal	0	0	0	0	0	0	0	0	0	1	0	0	1		0.06
	<b>TOTAL</b>	0	0	1	2	9	2	0	2	0	4	5	3	28		<b>1.60</b>
2013	Musculoskeletal	2	2	0	0	1	2	2	5	3	1	1	3	22	16,242	1.35
	Non-musculoskeletal	0	0	0	0	0	0	0	0	1	0	0	0	1		0.06
	<b>TOTAL</b>	2	2	0	0	1	2	1	5	4	1	1	3	23		<b>1.42</b>

Year	Category Non-musculoskeletal: EIPH, Sudden Death, Racing Accident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Starts (incompass)	Fatalities per 1,000 starts
2014	Musculoskeletal	2	2	0	0	3	0	1	1	1	3	3	0	16	14,460	1.11
	Non-musculoskeletal	0	0	0	0	0	0	0	0	0	0	0	0	0		0.00
	<b>TOTAL</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>16</b>		<b>1.11</b>
2015	Musculoskeletal	3	1	1	0	3	2	1	1	3	3	2	1	21	15,514	1.35
	Non-musculoskeletal	0	0	0	0	0	1	0	1	0	0	0	0	2		0.13
	<b>TOTAL</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>23</b>		<b>1.48</b>
2016	Musculoskeletal	0	2	0	4	4	3	1	0	1	2	5	1	23	16,495	1.39
	Non-musculoskeletal	0	0	0	0	0	2	1	0	0	0	0	0	3		0.18
	<b>TOTAL</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>5</b>	<b>1</b>	<b>26</b>		<b>1.58</b>
2017	Musculoskeletal	1	2	1	2	1	3	0	1	2	3	2	0	18	15,032	1.20
	Non-musculoskeletal	0	0	0	0	0	2	0	0	0	0	0	0	2		0.13
	<b>TOTAL</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>20</b>		<b>1.33</b>
2018	Musculoskeletal	2	1	0	4	3	1	6	0	7	1	3	4	32	15,049	2.13
	Non-musculoskeletal	0	0	1	0	1	0	0	1	0	0	1	0	4		0.27
	<b>TOTAL</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>1</b>	<b>7</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>36</b>		<b>2.39</b>
2019	Musculoskeletal	0	1	1	4	1	0	0	1	1	5	2	3	19	15,456	1.23
	Non-musculoskeletal	0	0	0	0	0	2	0	1	0	0	0	0	3		0.19
	<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>22</b>		<b>1.42</b>
2020	Musculoskeletal	1	0	1	0	1	0	0	3	4	1	4	1	16	13,872	1.15
	Non-musculoskeletal	0	0	3	0	0	0	0	0	0	0	0	0	3		0.22
	<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>19</b>		<b>1.37</b>
2021	Musculoskeletal	2	1	0	0	1	2	1	1	4	3	2	2	19	14,676	1.29
	Non-musculoskeletal	0	0	0	0	0	0	0	0	0	0	0	0	0		0
	<b>TOTAL</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>19</b>		<b>1.29</b>

Year	Category Non-musculoskeletal: EIPH, Sudden Death, Racing Accident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Starts (incompass)	Fatalities per 1,000 starts
2022	Musculoskeletal	0	1	0	1	2	1	2	2	0	1	3	0	13	15,913	0.82
	Non-Musculoskeletal	0	1	0	0	0	1	0	0	0	0	0	0	2		0.13
	TOTAL	0	2	0	1	2	2	2	2	0	1	3	0	15		0.94
2023	Musculoskeletal	1	2	3	3	8	1	1	0	0	1	2	1	23	16,699	1.38
	Non-Musculoskeletal	0	0	0	1	1	0	0	0	0	0	0	0	2		0.12
	TOTAL	1	2	3	4	9	1	1	0	0	1	2	1	25		1.49
2024	Musculoskeletal	0	0	1	1	1	1	0	2	0	3			9	14,480	0.62
	Non-Musculoskeletal	1	0	0	0	0	0	0	0	0	0			1		0.07
	TOTAL	1	0	1	1	1	1	0	2	0	3			10		0.69

**PARI-MUTUEL WAGERING DIVISION**

1 2 3 4

**Pari-Mutuel Wagering for September 2024**

September

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING COMMISSION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 138 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE.

**On-Track Wagers on Live Horse Racing**

	Churchill Downs Racetrack, LLC	ECL Corbin, LLC	Ellis Entertainment, LLC	Keeneland Association, Inc.	Kentucky Downs, LLC	Lexington Trots Breeders Association, LLC	Revolutionary Racing Kentucky, LLC	Turfway Park, LLC	WKY Development, LLC	Grand Total
Race Dates	14	0	0	0	5	11	0	0	0	30
On-Track Handle	\$2,854,915	\$0	\$0	\$0	\$1,556,741	\$268,399	\$0	\$0	\$0	\$4,680,055
Return to Public	\$2,102,999	\$0	\$0	\$0	\$1,107,139	\$220,548	\$0	\$0	\$0	\$3,430,687
Commission	\$544,717	\$0	\$0	\$0	\$281,418	\$54,625	\$0	\$0	\$0	\$880,760
Settlement	\$205,713	\$0	\$0	\$0	\$186,930	(\$5,449)	\$0	\$0	\$0	\$367,194
Breakage	\$2,250	\$0	\$0	\$0	\$1,286	\$194	\$0	\$0	\$0	\$3,731
Minus Pools	(\$765)	\$0	\$0	\$0	(\$33)	(\$1,520)	\$0	\$0	\$0	(\$2,317)
Daily Average Live Han..	\$203,922				\$311,348	\$24,400				\$156,002
Backside Improvement ..	\$14,275	\$0	\$0	\$0	\$7,784	\$0	\$0	\$0	\$0	\$22,058
Excise Tax	\$42,824	\$0	\$0	\$0	\$23,351	\$4,026	\$0	\$0	\$0	\$70,201
Thoroughbred Develop..	\$21,412	\$0	\$0	\$0	\$11,676	\$0	\$0	\$0	\$0	\$33,087
Standardbred Develop..	\$0	\$0	\$0	\$0	\$0	\$2,684	\$0	\$0	\$0	\$2,684
Quarter Horse Develop..	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equine Drug Research	\$2,855	\$0	\$0	\$0	\$1,557	\$268	\$0	\$0	\$0	\$4,680
Higher Ed Equine Trust	\$2,855	\$0	\$0	\$0	\$1,557	\$268	\$0	\$0	\$0	\$4,680
Equine Industry Progr..	\$5,710	\$0	\$0	\$0	\$3,113	\$537	\$0	\$0	\$0	\$9,360
General Fund	\$9,992	\$0	\$0	\$0	\$5,449	\$268	\$0	\$0	\$0	\$15,709

**Simulcast Wagers on Interstate and Intertrack Live Horse Racing**

	Churchill Downs Racetrack, LLC		ECL Corbin, LLC	Ellis Entertainment..	Keeneland Association, I..	Kentucky Downs, LLC	Lexington Trots Breeder..	Revolutionary Racing Kentu..	Turfway Park, LLC	WKY Development,...	Grand Total
	Churchill Downs Racetr..	Louisville Thoroughbred..	Cumberland Run Racetrack	Ellis Park Racetrack	Keeneland Racetrack	Kentucky Downs Racetr..	Red Mile Racetrack	Revolutionary Racing Kentu..	Turfway Park Racetrack	Oak Grove Racetrack	
Off-Track Handle (Simulca..	\$1,369,832	\$9,320	\$46,253	\$720,121	\$1,796,498	\$831,911	\$1,356,873	\$86,093	\$712,517	\$247,667	\$7,177,085
Thoroughbred	\$1,294,562	\$8,968	\$42,291	\$675,495	\$1,792,765	\$775,787	\$0	\$78,797	\$680,066	\$213,772	\$5,562,503
Standardbred	\$56,636	\$352	\$3,234	\$38,318	\$0	\$46,542	\$1,352,425	\$6,670	\$21,631	\$25,964	\$1,551,773
Quarter Horse	\$18,634	\$0	\$682	\$6,308	\$3,733	\$8,872	\$4,447	\$626	\$10,820	\$7,931	\$62,053
All Other Breeds	\$0	\$0	\$46	\$0	\$0	\$710	\$0	\$0	\$0	\$0	\$756
Excise Tax - Simulcast	\$20,547	\$0	\$0	\$10,802	\$26,947	\$12,479	\$0	\$1,291	\$10,688	\$0	\$82,755
Thoroughbred Dev. Fund	\$12,946	\$0	\$0	\$6,755	\$17,928	\$7,758	\$0	\$788	\$6,801	\$0	\$52,975
Standardbred Dev. Fund	\$566	\$0	\$0	\$383	\$0	\$465	\$0	\$67	\$216	\$0	\$1,698
Quarter Horse Dev. Fund	\$186	\$0	\$0	\$63	\$37	\$96	\$0	\$6	\$108	\$0	\$497
Equine Drug Research	\$685	\$0	\$0	\$360	\$898	\$416	\$0	\$43	\$356	\$0	\$2,758
Higher Education Equine..	\$685	\$0	\$0	\$360	\$898	\$416	\$0	\$43	\$356	\$0	\$2,758
Equine Industry Programs	\$342	\$0	\$0	\$180	\$449	\$208	\$0	\$22	\$178	\$0	\$1,379
General Fund	\$5,137	\$0	\$0	\$2,700	\$6,737	\$3,120	\$0	\$323	\$2,672	\$0	\$20,689

### Pari-Mutuel Wagering for September 2024

September

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2024

#### On-Track Wagers on Historical Horse Racing

	Churchill Downs Racetrack, LLC		ECL Corbin, LLC		Ellis Entertainmen...	Kentucky Downs, LLC		Lexington Trots Breeder...	Revolutionary Racing Kentu...	Turfway Park, LLC		WKY Development,...	Grand Total
	Derby City Gaming	Derby City Gaming Downtown	Corbin	Williamsburg	Henderson	Bowling Green	Franklin	Red Mile	Sandy's Racing and Gaming	Newport	Turfway Park	Oak Grove	
On-Track Handle	\$181,577,328	\$15,244,876	\$3,445,384	\$40,444,918	\$20,462,989	\$43,140,159	\$161,542,153	\$83,138,699	\$30,279,981	\$27,452,784	\$54,122,152	\$149,672,352	\$810,523,775
Return to Public	\$165,006,670	\$13,660,833	\$3,050,539	\$36,478,289	\$18,525,964	\$38,801,170	\$146,913,219	\$75,535,984	\$27,506,483	\$24,616,045	\$48,548,482	\$135,993,174	\$734,636,853
Pool Growth	\$150,703	\$163,980	\$69,462	\$73,652	(\$25,073)	\$276,258	\$396,617	(\$57,155)	\$71,704	\$260,441	\$361,238	\$299,113	\$2,040,940
Breakage	\$539	\$116	\$70	\$945	\$436	\$479	\$4,316	\$4,406	\$682	\$119	\$80	\$469	\$12,656
Gross Commission - Win	\$16,419,415	\$1,419,946	\$325,314	\$3,892,032	\$1,961,663	\$4,062,251	\$14,228,001	\$7,655,465	\$2,701,113	\$2,576,179	\$5,212,351	\$13,379,597	\$73,833,327
Excise Tax - HHR	\$2,723,660	\$229,673	\$51,681	\$606,674	\$306,945	\$647,102	\$2,423,132	\$1,247,080	\$454,200	\$411,792	\$811,832	\$2,245,085	\$12,157,857
Thoroughbred Dev. Fund	\$1,361,830	\$114,337	\$0	\$0	\$153,472	\$323,551	\$1,211,566	\$311,770	\$0	\$205,896	\$405,916	\$561,271	\$4,649,610
Standardbred Dev. Fund	\$0	\$0	\$34,454	\$404,449	\$0	\$0	\$0	\$415,693	\$0	\$0	\$0	\$748,362	\$1,602,958
Quarter Horse Dev. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302,800	\$0	\$0	\$0	\$302,800
General Fund and Other	\$1,361,830	\$114,337	\$17,227	\$202,225	\$153,472	\$323,551	\$1,211,566	\$519,617	\$151,400	\$205,896	\$405,916	\$935,452	\$5,602,489
Adjusted Commission - Win	\$13,695,755	\$1,191,273	\$273,633	\$3,285,358	\$1,654,718	\$3,415,149	\$11,804,869	\$6,408,384	\$2,246,913	\$2,164,388	\$4,400,519	\$11,134,511	\$61,675,471
Avg. Terminal Count	1,275	469	51	447	296	447	1,108	852	530	438	791	1,226	7,932
Adjusted Commission - Wi...	\$10,739	\$2,539	\$5,369	\$7,353	\$5,595	\$7,642	\$10,650	\$7,518	\$4,236	\$4,939	\$5,561	\$9,083	\$81,222

#### Advance Deposit Account Wagering

	AmWest Entertain...	eBet Technologies	Lien Games Raci..	NYRABets	TVG	Twinspires	WatchandWager...	Xpressbet	Grand Total
Total Handle	\$94,491	\$29,024	\$108,724	\$859,389	\$8,341,618	\$11,836,879	\$33,743	\$2,247,863	\$23,551,730
In-State Races	\$10,321	\$3,686	\$4,251	\$289,423	\$2,373,738	\$4,958,706	\$7,399	\$1,108,391	\$8,755,914
Out-of-State Races	\$84,170	\$25,338	\$104,474	\$569,965	\$5,967,880	\$6,878,174	\$26,344	\$1,139,471	\$14,795,816
Excise Tax - ADW	\$1,417	\$435	\$1,631	\$12,891	\$125,124	\$177,553	\$506	\$33,718	\$353,276
Host Track - Purses	\$602	\$185	\$693	\$5,479	\$53,178	\$75,460	\$215	\$14,330	\$150,142
Host Tracks	\$602	\$185	\$693	\$5,479	\$53,178	\$75,460	\$215	\$14,330	\$150,142
General Fund	\$213	\$65	\$245	\$1,934	\$18,769	\$26,633	\$76	\$5,058	\$52,991

#### Total Distributions by Account

The General Fund line includes amounts that are deposited to various accounts. These caps are calculated from deposits resulting from the excise tax for conducting pari-mutuel wagering on historical horse racing. Since these amounts are calculated as a whole and not per licensee, a one-time transfer will be made once the caps are met within the fiscal year. At the end of the fiscal year, approximately \$2M must be deducted from this line in order to determine the actual amount retained by the General Fund. Please contact the Department of Revenue with any questions regarding these transfers.

Total Excise Tax	\$14,925,136
Equine Drug Research	\$327,439
Equine Industry Program	\$1,631,787
Higher Education Program	\$327,439
K. Thoroughbred Development Fund	\$4,735,672
K. Standardbred Development Fund	\$1,607,340
K. Quarter Horse Development Fund	\$303,297
Host Track - Purses	\$150,142
Host Tracks	\$150,142
General Fund (See Note on Caps)	\$5,691,878
Backside Improvement Fund	\$22,058

**Pari-Mutuel Wagering for FY 2025 (YTD)**

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**On-Track Wagers on Live Horse Racing**

	Churchill Downs Racetrack, LLC	ECL Corbin, LLC	Ellis Entertainment, LLC	Keeneland Association, Inc.	Kentucky Downs, LLC	Lexington Trots Breeders Association, LLC	Revolutionary Racing Kentucky, LLC	Turfway Park, LLC	WKY Development, LLC	Grand Total
Race Dates	14	0	25	0	7	29	0	0	8	83
On-Track Handle	\$2,854,915	\$0	\$2,816,334	\$0	\$2,084,357	\$743,460	\$0	\$0	\$38,719	\$8,537,784
Return to Public	\$2,102,999	\$0	\$2,205,822	\$0	\$1,443,523	\$620,923	\$0	\$0	\$26,195	\$6,399,462
Commission	\$544,717	\$0	\$545,597	\$0	\$378,862	\$152,425	\$0	\$0	\$8,428	\$1,627,829
Settlement	\$205,713	\$0	\$63,171	\$0	\$262,493	(\$25,972)	\$0	\$0	\$4,048	\$509,453
Breakage	\$2,250	\$0	\$2,179	\$0	\$1,712	\$528	\$0	\$0	\$53	\$6,723
Minus Pools	(\$765)	\$0	(\$434)	\$0	(\$33)	(\$4,445)	\$0	\$0	(\$6)	(\$5,683)
Daily Average Live Han..	\$203,922	\$0	\$112,653	\$0	\$297,765	\$25,637	\$0	\$0	\$4,840	\$102,865
Backside Improvement ..	\$14,275	\$0	\$14,082	\$0	\$10,422	\$0	\$0	\$0	\$0	\$38,778
Excise Tax	\$42,824	\$0	\$42,245	\$0	\$31,265	\$11,152	\$0	\$0	\$581	\$128,067
Thoroughbred Develop..	\$21,412	\$0	\$21,123	\$0	\$15,633	\$0	\$0	\$0	\$0	\$58,167
Standardbred Develop..	\$0	\$0	\$0	\$0	\$0	\$7,435	\$0	\$0	\$387	\$7,822
Quarter Horse Develop..	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equine Drug Research	\$2,855	\$0	\$2,816	\$0	\$2,084	\$743	\$0	\$0	\$39	\$8,538
Higher Ed Equine Trust	\$2,855	\$0	\$2,816	\$0	\$2,084	\$743	\$0	\$0	\$39	\$8,538
Equine Industry Progr..	\$5,710	\$0	\$5,633	\$0	\$4,169	\$1,487	\$0	\$0	\$77	\$17,076
General Fund	\$9,992	\$0	\$9,857	\$0	\$7,295	\$743	\$0	\$0	\$39	\$27,927

**Simulcast Wagers on Interstate and Intertrack Live Horse Racing**

	Churchill Downs Racetrack, LLC	ECL Corbin, LLC	Ellis Entertainment, LLC	Keeneland Association, Inc.	Kentucky Downs, LLC	Lexington Trots Breeders Ass..	Revolutionary Racing Kentu..	Turfway Park, LLC	WKY Development,...	Grand Total	
	Churchill Downs Racetrack, LLC	Louisville Thoroughbred, LLC	Cumberland Run Racetrack, LLC	Ellis Park Racetrack	Keeneland Racetrack	Kentucky Downs Racetrack	Red Mile Racetrack	Revolutionary Racing Kent..	Turfway Park Racetrack	Oak Grove Racetrack	
Off-Track Handle (Simul..)	\$4,860,755	\$20,466	\$140,015	\$2,368,899	\$5,628,581	\$3,046,047	\$3,480,098	\$260,392	\$2,505,498	\$898,773	\$23,209,525
Thoroughbred	\$4,648,596	\$19,231	\$125,878	\$2,182,273	\$5,615,364	\$2,849,284	\$0	\$237,922	\$2,394,383	\$741,343	\$18,814,275
Standardbred	\$160,228	\$1,135	\$11,997	\$167,519	\$0	\$153,393	\$3,465,470	\$19,968	\$80,442	\$127,647	\$4,187,800
Quarter Horse	\$51,931	\$100	\$2,020	\$19,107	\$13,217	\$41,103	\$14,592	\$2,502	\$30,672	\$29,783	\$205,025
All Other Breeds	\$0	\$0	\$121	\$0	\$0	\$2,268	\$36	\$0	\$0	\$0	\$2,425
Excise Tax - Simulcast	\$72,911	\$0	\$0	\$35,533	\$84,429	\$45,691	\$0	\$3,906	\$37,582	\$0	\$280,053
Thoroughbred Dev. Fu..	\$46,486	\$0	\$0	\$21,823	\$56,154	\$28,493	\$0	\$2,379	\$23,944	\$0	\$179,278
Standardbred Dev. Fu..	\$1,602	\$0	\$0	\$1,675	\$0	\$1,534	\$0	\$200	\$804	\$0	\$5,816
Quarter Horse Dev. F..	\$519	\$0	\$0	\$191	\$132	\$434	\$0	\$25	\$307	\$0	\$1,608
Equine Drug Research	\$2,430	\$0	\$0	\$1,184	\$2,814	\$1,523	\$0	\$130	\$1,253	\$0	\$9,335
Higher Education Equi..	\$2,430	\$0	\$0	\$1,184	\$2,814	\$1,523	\$0	\$130	\$1,253	\$0	\$9,335
Equine Industry Progr..	\$1,215	\$0	\$0	\$592	\$1,407	\$762	\$0	\$65	\$626	\$0	\$4,688
General Fund	\$18,228	\$0	\$0	\$8,883	\$21,107	\$11,423	\$0	\$976	\$9,396	\$0	\$70,013

### Pari-Mutuel Wagering for FY 2025 (YTD)

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING COMMISSION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 138 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE.

#### On-Track Wagers on Historical Horse Racing

	Churohill Downs Race track, LLC		ECL Corbin, LLC		Elle Entertainment, ...	Kentucky Downs, LLC		Lexington Trotts Breeders Asso..	Revolutionary Racing Kentuc...	Turfway Park, LLC		WKY Development, ...	Grand Total
	Derby City Gaming	Derby City Gaming DownL..	Corbin	Williamsburg	Henderson	Bowling Green	Franklin	Red Mile	Sandy's Raolng and Gaming	Newport	Turfway Park	Oak Grove	
On-Track Handle	\$561,973,180	\$48,478,052	\$10,740,441	\$131,351,656	\$63,998,401	\$129,427,381	\$497,759,715	\$251,325,667	\$93,395,137	\$87,569,931	\$171,241,819	\$459,182,415	\$2,506,443,997
Return to Public	\$510,473,601	\$43,668,117	\$9,600,141	\$118,310,942	\$57,642,470	\$116,596,357	\$452,450,912	\$228,877,782	\$84,630,722	\$79,011,007	\$154,293,636	\$417,170,921	\$2,272,726,607
Pool Growth	\$606,482	\$305,861	\$110,172	\$421,247	\$211,285	\$673,910	\$1,522,998	(\$253,424)	\$392,644	\$366,021	\$511,587	\$1,024,914	\$5,893,698
Breakage	\$1,287	\$242	\$212	\$3,003	\$1,304	\$1,558	\$13,654	\$13,710	\$1,975	\$387	\$237	\$1,509	\$39,076
Gross Commission - ...	\$50,891,809	\$4,503,832	\$1,029,915	\$12,616,666	\$6,143,343	\$12,155,557	\$43,772,151	\$22,687,604	\$8,369,796	\$8,192,516	\$16,436,359	\$40,985,073	\$227,784,622
Excise Tax - HHR	\$8,429,598	\$727,171	\$161,107	\$1,970,278	\$959,976	\$1,941,411	\$7,466,396	\$3,769,885	\$1,400,927	\$1,313,549	\$2,568,627	\$6,887,736	\$37,596,660
Thoroughbred Dev. F..	\$4,214,799	\$363,585	\$0	\$0	\$479,988	\$970,705	\$3,733,198	\$942,471	\$0	\$656,774	\$1,284,314	\$1,721,934	\$14,367,769
Standardbred Dev. Fu..	\$0	\$0	\$107,404	\$1,313,519	\$0	\$0	\$0	\$1,256,628	\$0	\$0	\$0	\$2,295,912	\$4,973,463
Quarter Horse Dev. F..	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$933,951	\$0	\$0	\$0	\$933,951
General Fund and Oth..	\$4,214,799	\$363,585	\$53,702	\$656,759	\$479,988	\$970,705	\$3,733,198	\$1,570,785	\$466,976	\$656,774	\$1,284,314	\$2,869,890	\$17,321,476
Adj. Commission - Win	\$42,452,212	\$3,776,661	\$868,809	\$10,646,388	\$5,183,367	\$10,214,146	\$36,305,756	\$18,917,719	\$6,968,869	\$6,878,967	\$13,867,732	\$34,097,337	\$190,187,962

#### Advance Deposit Account Wagering

	AmWest Entertai..	eBet Technologi..	Lien Games Raci..	NYRABets	TVG	Twinspires	WatchandWager..	Xpressbet	Grand Total
Total Handle	\$428,903	\$54,853	\$470,107	\$3,486,824	\$28,214,034	\$41,496,004	\$116,583	\$7,580,980	\$81,848,288
In-State Races	\$18,040	\$5,327	\$8,706	\$506,183	\$4,342,191	\$8,972,831	\$13,336	\$1,970,013	\$15,836,626
Out-of-State Races	\$410,863	\$49,526	\$461,401	\$2,980,641	\$23,871,843	\$32,523,173	\$103,247	\$5,610,966	\$66,011,662
Excise Tax - ADW	\$6,434	\$823	\$7,052	\$52,302	\$423,211	\$622,440	\$1,749	\$113,715	\$1,227,724
Host Track - Purses	\$2,734	\$350	\$2,997	\$22,229	\$179,864	\$264,537	\$743	\$48,329	\$521,783
Host Tracks	\$2,734	\$350	\$2,997	\$22,229	\$179,864	\$264,537	\$743	\$48,329	\$521,783
General Fund	\$965	\$123	\$1,058	\$7,845	\$63,482	\$93,366	\$262	\$17,057	\$184,159

#### Total Distributions by Account

The General Fund line includes amounts that are deposited to various accounts. These caps are calculated from deposits resulting from the excise tax for conducting pari-mutuel wagering on historical horse racing. Since these amounts are calculated as a whole and not per licensee, a one-time transfer will be made once the caps are met within the fiscal year. At the end of the fiscal year, approximately \$2M must be deducted from this line in order to determine the actual amount retained by the General Fund. Please contact the Department of Revenue with any questions regarding these transfers.

Total Excise Tax	\$41,872,504
Equine Drug Research	\$337,873
Equine Industry Program	\$2,021,743
Higher Education Program	\$337,873
K. Thoroughbred Development Fund	\$14,805,214
K. Standardbred Development Fund	\$4,987,101
K. Quarter Horse Development Fund	\$935,559
Host Track - Purses	\$521,783
Host Tracks	\$521,783
General Fund (See Note on Caps)	\$17,603,575
Backside Improvement Fund	\$38,778



**Pari-Mutuel Wagering for October 2024**

October

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING COMMISSION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 138 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE. 2024

**On-Track Wagers on Live Horse Racing**

	Churchill Downs Racetrack, LLC	ECL Corbin, LLC	Ellis Entertainment, LLC	Keeneland Association, Inc.	Kentucky Downs, LLC	Lexington Trots Breeders Association, LLC	Revolutionary Racing Kentucky, LLC	Turfway Park, LLC	WKY Development, LLC	Grand Total
Race Dates	3	0	0	17	0	3	0	0	0	32
On-Track Handle	\$487,211	\$32,700	\$0	\$18,597,182	\$0	\$105,438	\$0	\$0	\$0	\$17,312,511
Return to Public	\$368,548	\$20,302	\$0	\$12,342,139	\$0	\$167,331	\$0	\$0	\$0	\$12,898,321
Commission	\$94,860	\$6,514	\$0	\$2,948,461	\$0	\$38,253	\$0	\$0	\$0	\$3,085,888
Settlement	\$23,779	\$5,899	\$0	\$1,298,927	\$0	(\$9,630)	\$0	\$0	\$0	\$1,318,975
Breakage	\$404	\$84	\$0	\$13,058	\$0	\$142	\$0	\$0	\$0	\$13,688
Minus Pools	(\$181)	(\$99)	\$0	(\$3,424)	\$0	(\$657)	\$0	\$0	\$0	(\$4,361)
Daily Average Live Han..	\$162,404	\$3,633	\$0	\$976,304	\$0	\$65,146	\$0	\$0	\$0	\$541,016
Backside Improvement ..	\$2,438	\$0	\$0	\$82,986	\$0	\$0	\$0	\$0	\$0	\$85,422
Excise Tax	\$7,308	\$491	\$0	\$248,957	\$0	\$2,932	\$0	\$0	\$0	\$259,688
Thoroughbred Develop..	\$3,654	\$0	\$0	\$124,479	\$0	\$0	\$0	\$0	\$0	\$128,133
Standardbred Develop..	\$0	\$327	\$0	\$0	\$0	\$1,954	\$0	\$0	\$0	\$2,281
Quarter Horse Develop..	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equine Drug Research	\$487	\$33	\$0	\$16,597	\$0	\$195	\$0	\$0	\$0	\$17,313
Higher Ed Equine Trust	\$487	\$33	\$0	\$16,597	\$0	\$195	\$0	\$0	\$0	\$17,313
Equine Industry Progr..	\$974	\$65	\$0	\$33,194	\$0	\$391	\$0	\$0	\$0	\$34,625
General Fund	\$1,705	\$33	\$0	\$58,090	\$0	\$195	\$0	\$0	\$0	\$60,023

**Simulcast Wagers on Interstate and Intertrack Live Horse Racing**

	Churchill Downs Racetrack, LLC		ECL Corbin, LLC	Ellis Entertainment..	Keeneland Association, I..	Kentucky Downs, LLC	Lexington Trots Breeder..	Revolutionary Racing Kentu..	Turfway Park, LLC	WKY Development,...	Grand Total
	Churchill Downs Racetr..	Louisville Thoroughbred..	Cumberland Run Racetrack	Ellis Park Racetrack	Keeneland Racetrack	Kentucky Downs Racetr..	Red Mile Racetrack	Revolutionary Racing Kentu..	Turfway Park Racetrack	Oak Grove Racetrack	
Off-Track Handle (Simulca..	\$1,687,947	\$4,520	\$48,012	\$817,940	\$1,947,888	\$666,604	\$1,140,277	\$88,791	\$889,291	\$238,729	\$7,529,998
Thoroughbred	\$1,632,506	\$4,204	\$43,602	\$768,015	\$1,941,265	\$604,726	\$0	\$82,020	\$853,313	\$208,240	\$6,137,891
Standardbred	\$50,790	\$304	\$3,409	\$48,045	\$0	\$46,193	\$1,134,028	\$6,248	\$20,802	\$20,681	\$1,330,498
Quarter Horse	\$4,651	\$12	\$951	\$1,875	\$6,623	\$14,687	\$6,251	\$522	\$15,176	\$9,808	\$60,556
All Other Breeds	\$0	\$0	\$50	\$5	\$0	\$997	\$0	\$0	\$0	\$0	\$1,052
Excise Tax - Simulcast	\$25,319	\$0	\$0	\$12,269	\$29,218	\$9,999	\$0	\$1,332	\$13,339	\$0	\$91,477
Thoroughbred Dev. Fund	\$16,325	\$0	\$0	\$7,680	\$19,413	\$6,047	\$0	\$820	\$8,533	\$0	\$58,818
Standardbred Dev. Fund	\$508	\$0	\$0	\$480	\$0	\$462	\$0	\$62	\$208	\$0	\$1,721
Quarter Horse Dev. Fund	\$47	\$0	\$0	\$19	\$66	\$157	\$0	\$5	\$152	\$0	\$445
Equine Drug Research	\$844	\$0	\$0	\$409	\$974	\$333	\$0	\$44	\$445	\$0	\$3,049
Higher Education Equine..	\$844	\$0	\$0	\$409	\$974	\$333	\$0	\$44	\$445	\$0	\$3,049
Equine Industry Programs	\$422	\$0	\$0	\$204	\$487	\$167	\$0	\$22	\$222	\$0	\$1,525
General Fund	\$6,330	\$0	\$0	\$3,067	\$7,305	\$2,500	\$0	\$333	\$3,335	\$0	\$22,869

### Pari-Mutuel Wagering for October 2024

October

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#### On-Track Wagers on Historical Horse Racing

	Churchill Downs Racetrack, LLC		ECL Corbin, LLC		Ellis Entertainmen..	Kentucky Downs, LLC		Lexington Trots Breeder..	Revolutionary Racing Kentu..	Turfway Park, LLC		WKY Development..	Grand Total
	Derby City Gaming	Derby City Gaming Downtown	Corbin	Williamsburg	Henderson	Bowling Green	Franklin	Red Mile	Sandy's Racing and Gaming	Newport	Turfway Park	Oak Grove	
On-Track Handle	\$187,719,007	\$16,103,458	\$4,272,279	\$39,672,853	\$20,968,363	\$42,825,759	\$152,374,303	\$89,641,966	\$31,297,194	\$29,015,069	\$59,197,847	\$146,579,767	\$819,667,864
Return to Public	\$170,702,267	\$14,699,188	\$3,871,613	\$35,486,788	\$18,837,242	\$38,808,664	\$138,485,847	\$81,543,535	\$28,318,416	\$26,159,002	\$53,428,722	\$133,495,098	\$743,836,392
Pool Growth	\$20,838	(\$79,780)	\$9,934	\$369,056	\$102,821	(\$10,779)	\$329,962	\$85,460	\$190,477	\$117,458	\$94,334	(\$56,377)	\$1,173,393
Breakage	\$563	\$105	\$79	\$873	\$367	\$361	\$3,967	\$4,743	\$778	\$112	\$77	\$601	\$12,615
Gross Commission - Win	\$16,995,318	\$1,483,945	\$390,652	\$3,816,135	\$2,027,942	\$4,027,514	\$13,554,537	\$8,008,230	\$2,787,524	\$2,738,497	\$5,674,714	\$13,140,456	\$74,645,465
Excise Tax - HHR	\$2,815,785	\$241,552	\$64,084	\$595,093	\$314,525	\$642,386	\$2,285,615	\$1,344,629	\$469,458	\$435,226	\$887,968	\$2,198,697	\$12,295,018
Thoroughbred Dev. Fund	\$1,407,893	\$120,776	\$0	\$0	\$157,263	\$321,193	\$1,142,807	\$336,157	\$0	\$217,613	\$443,984	\$549,674	\$4,697,360
Standardbred Dev. Fund	\$0	\$0	\$42,723	\$396,729	\$0	\$0	\$0	\$448,210	\$0	\$0	\$0	\$732,899	\$1,620,560
Quarter Horse Dev. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$312,972	\$0	\$0	\$0	\$312,972
General Fund and Other	\$1,407,893	\$120,776	\$21,361	\$198,364	\$157,263	\$321,193	\$1,142,807	\$660,262	\$156,486	\$217,613	\$443,984	\$916,124	\$5,664,126
Adjusted Commission - Win	\$14,179,533	\$1,242,394	\$326,568	\$3,221,043	\$1,713,417	\$3,385,128	\$11,268,923	\$6,663,600	\$2,318,066	\$2,303,271	\$4,786,746	\$10,941,759	\$62,350,448
Avg. Terminal Count	1,260	441	53	445	286	448	1,106	847	529	433	796	1,224	7,886
Adjusted Commission - WL	\$11,081	\$2,815	\$6,207	\$7,246	\$5,991	\$7,563	\$10,186	\$7,869	\$4,382	\$5,320	\$6,015	\$8,940	\$63,615

#### Advance Deposit Account Wagering

	AmWest Entertain..	eBet Technologies	Lien Games Raci..	NYRABets	TVG	Twinspires	WatchandWager...	Xpressbet	Grand Total
Total Handle	\$148,713	\$57,959	\$169,797	\$988,410	\$9,763,332	\$15,888,209	\$40,267	\$2,790,553	\$29,847,239
In-State Races	\$42,536	\$7,158	\$17,622	\$527,436	\$4,660,890	\$9,708,306	\$17,610	\$1,940,833	\$16,922,192
Out-of-State Races	\$106,177	\$50,801	\$152,175	\$460,974	\$5,102,442	\$6,179,903	\$22,656	\$849,920	\$12,925,047
Excise Tax - ADW	\$2,231	\$889	\$2,547	\$14,828	\$146,450	\$238,323	\$804	\$41,858	\$447,709
Host Track - Purses	\$948	\$369	\$1,082	\$6,301	\$62,241	\$101,287	\$257	\$17,790	\$190,276
Host Tracks	\$948	\$369	\$1,082	\$6,301	\$62,241	\$101,287	\$257	\$17,790	\$190,276
General Fund	\$335	\$130	\$382	\$2,224	\$21,967	\$35,748	\$91	\$6,279	\$67,156

#### Total Distributions by Account

The General Fund line includes amounts that are deposited to various accounts. These caps are calculated from deposits resulting from the excise tax for conducting pari-mutuel wagering on historical horse racing. Since these amounts are calculated as a whole and not per licensee, a one-time transfer will be made once the caps are met within the fiscal year. At the end of the fiscal year, approximately \$2M must be deducted from this line in order to determine the actual amount retained by the General Fund. Please contact the Department of Revenue with any questions regarding these transfers.

Total Excise Tax	\$15,373,227
Equine Drug Research	\$340,362
Equine Industry Program	\$1,675,485
Higher Education Program	\$340,362
K. Thoroughbred Development Fund	\$4,884,311
K. Standardbred Development Fund	\$1,824,582
K. Quarter Horse Development Fund	\$313,417
Host Track - Purses	\$190,276
Host Tracks	\$190,276
General Fund (See Note on Caps)	\$5,814,175
Backside Improvement Fund	\$85,422

**Pari-Mutuel Wagering for FY 2025 (YTD)**

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**On-Track Wagers on Live Horse Racing**

	Churchill Downs Racetrack, LLC	ECL Corbin, LLC	Ellis Entertainment, LLC	Keeneland Association, Inc.	Kentucky Downs, LLC	Lexington Trots Breeders Association, LLC	Revolutionary Racing Kentucky, LLC	Turfway Park, LLC	WKY Development, LLC	Grand Total
Race Dates	17	9	25	17	7	32	0	0	8	115
On-Track Handle	\$3,342,125	\$32,700	\$2,816,334	\$16,597,162	\$2,084,357	\$938,898	\$0	\$0	\$38,719	\$25,850,295
Return to Public	\$2,471,547	\$20,302	\$2,205,822	\$12,342,139	\$1,443,523	\$788,254	\$0	\$0	\$28,195	\$19,297,783
Commission	\$639,377	\$8,514	\$545,597	\$2,946,461	\$376,662	\$190,678	\$0	\$0	\$8,428	\$4,713,718
Settlement	\$229,492	\$5,899	\$63,171	\$1,298,927	\$262,493	(\$35,602)	\$0	\$0	\$4,048	\$1,828,428
Breakage	\$2,654	\$84	\$2,179	\$13,058	\$1,712	\$670	\$0	\$0	\$53	\$20,411
Minus Pools	(\$946)	(\$99)	(\$434)	(\$3,424)	(\$33)	(\$5,102)	\$0	\$0	(\$6)	(\$10,044)
Daily Average Live Han..	\$196,596	\$3,633	\$112,653	\$976,304	\$297,765	\$29,341	\$0	\$0	\$4,840	\$224,785
Backside Improvement ..	\$16,711	\$0	\$14,082	\$82,986	\$10,422	\$0	\$0	\$0	\$0	\$124,200
Excise Tax	\$50,132	\$491	\$42,245	\$248,957	\$31,265	\$14,083	\$0	\$0	\$581	\$387,754
Thoroughbred Develop..	\$25,066	\$0	\$21,123	\$124,479	\$15,633	\$0	\$0	\$0	\$0	\$186,300
Standardbred Develop..	\$0	\$327	\$0	\$0	\$0	\$9,389	\$0	\$0	\$387	\$10,103
Quarter Horse Develop..	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equine Drug Research	\$3,342	\$33	\$2,816	\$16,597	\$2,084	\$939	\$0	\$0	\$39	\$25,850
Higher Ed Equine Trust	\$3,342	\$33	\$2,816	\$16,597	\$2,084	\$939	\$0	\$0	\$39	\$25,850
Equine Industry Progr..	\$8,684	\$65	\$5,633	\$33,194	\$4,169	\$1,878	\$0	\$0	\$77	\$51,701
General Fund	\$11,697	\$33	\$9,857	\$58,090	\$7,295	\$939	\$0	\$0	\$39	\$87,950

**Simulcast Wagers on Interstate and Intertrack Live Horse Racing**

	Churchill Downs Racetrack, LLC		ECL Corbin, LLC	Ellis Entertainment..	Keeneland Association, I..	Kentucky Downs, LLC	Lexington Trots Breeders Ass..	Revolutionary Racing Kentu..	Turfway Park, LLC	WKY Development,...	Grand Total
	Churchill Downs Racet..	Louisville Thoroughbred..	Cumberland Run Racetra..	Ellis Park Racetrack	Keeneland Racetrack	Kentucky Downs Racet..	Red Mile Racetrack	Revolutionary Racing Kent..	Turfway Park Racetrack	Oak Grove Racetrack	
Off-Track Handle (Simul..	\$6,548,702	\$24,986	\$188,028	\$3,186,839	\$7,576,469	\$3,712,651	\$4,620,375	\$349,183	\$3,394,789	\$1,137,502	\$30,739,523
Thoroughbred	\$6,281,103	\$23,435	\$169,480	\$2,950,288	\$7,566,629	\$3,454,010	\$0	\$319,942	\$3,247,697	\$949,583	\$24,952,167
Standardbred	\$211,018	\$1,439	\$15,408	\$215,564	\$0	\$199,586	\$4,599,498	\$26,216	\$101,245	\$148,328	\$5,518,298
Quarter Horse	\$56,582	\$112	\$2,970	\$20,982	\$19,840	\$55,790	\$20,843	\$3,025	\$45,848	\$39,591	\$265,581
All Other Breeds	\$0	\$0	\$171	\$5	\$0	\$3,265	\$36	\$0	\$0	\$0	\$3,477
Excise Tax - Simulcast	\$98,231	\$0	\$0	\$47,803	\$113,647	\$55,690	\$0	\$5,238	\$50,922	\$0	\$371,529
Thoroughbred Dev. Fu..	\$62,811	\$0	\$0	\$29,503	\$75,566	\$34,540	\$0	\$3,199	\$32,477	\$0	\$238,097
Standardbred Dev. Fu..	\$2,110	\$0	\$0	\$2,156	\$0	\$1,996	\$0	\$282	\$1,012	\$0	\$7,536
Quarter Horse Dev. F..	\$566	\$0	\$0	\$210	\$198	\$591	\$0	\$30	\$458	\$0	\$2,053
Equine Drug Research	\$3,274	\$0	\$0	\$1,593	\$3,788	\$1,856	\$0	\$175	\$1,697	\$0	\$12,384
Higher Education Equi..	\$3,274	\$0	\$0	\$1,593	\$3,788	\$1,856	\$0	\$175	\$1,697	\$0	\$12,384
Equine Industry Progr..	\$1,637	\$0	\$0	\$797	\$1,894	\$928	\$0	\$87	\$849	\$0	\$6,192
General Fund	\$24,558	\$0	\$0	\$11,951	\$28,412	\$13,922	\$0	\$1,309	\$12,730	\$0	\$92,882

**Pari-Mutuel Wagering for FY 2025 (YTD)**

THE FOLLOWING REPORTING IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE AMENDED AS DEEMED SUITABLE BY THE KENTUCKY HORSE RACING COMMISSION. THE DISTRIBUTIONS FROM THE EXCISE TAX HAVE BEEN CALCULATED PURSUANT TO KRS 138 AND GUIDANCE FROM THE DEPARTMENT OF REVENUE.

**On-Track Wagers on Historical Horse Racing**

	Churchill Downs Racetrack, LLC		ECL Corbin, LLC		Ellis Entertainment, ..	Kentucky Downs, LLC		Lexington Trot & Breeders Asso..	Revolutionary Racing Kentuc..	Turfway Park, LLC		WKY Development, ..	Grand Total
	Derby City Gaming	Derby City Gaming Downl..	Corbin	Williamsburg	Henderson	Bowling Green	Franklin	Red Mile	Sandy's Racing and Gaming	Newport	Turfway Park	Oak Grove	
On-Track Handle	\$749,692,186	\$64,581,510	\$15,012,720	\$171,024,709	\$84,966,764	\$172,253,141	\$650,134,018	\$340,967,633	\$124,692,331	\$116,585,001	\$230,439,666	\$605,762,182	\$3,326,111,861
Return to Public	\$681,175,889	\$58,367,305	\$13,471,755	\$153,797,730	\$76,479,712	\$155,405,020	\$590,936,759	\$310,421,317	\$112,949,138	\$105,170,009	\$207,722,357	\$550,666,009	\$3,016,562,999
Pool Growth	\$627,320	\$226,081	\$120,107	\$790,302	\$314,106	\$663,131	\$1,852,950	(\$167,964)	\$583,121	\$483,479	\$605,921	\$968,537	\$7,067,092
Breakage	\$1,849	\$347	\$290	\$3,876	\$1,661	\$1,919	\$17,621	\$18,453	\$2,753	\$499	\$314	\$2,110	\$51,691
Gross Commission - ...	\$67,887,128	\$5,987,777	\$1,420,568	\$16,432,801	\$8,171,285	\$16,183,071	\$57,326,689	\$30,695,833	\$11,157,320	\$10,931,014	\$22,111,073	\$54,125,528	\$302,430,087
Excise Tax - HHR	\$11,245,383	\$968,723	\$225,191	\$2,565,371	\$1,274,501	\$2,583,797	\$9,752,010	\$5,114,514	\$1,870,385	\$1,748,775	\$3,456,595	\$9,086,433	\$49,891,678
Thoroughbred Dev. F..	\$5,622,691	\$484,361	\$0	\$0	\$637,251	\$1,291,899	\$4,876,005	\$1,278,629	\$0	\$874,388	\$1,728,297	\$2,271,608	\$19,065,129
Standardbred Dev. Fu...	\$0	\$0	\$150,127	\$1,710,247	\$0	\$0	\$0	\$1,704,838	\$0	\$0	\$0	\$3,028,811	\$6,594,023
Quarter Horse Dev. F..	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,246,923	\$0	\$0	\$0	\$1,246,923
General Fund and Oth..	\$5,622,691	\$484,361	\$75,064	\$855,124	\$637,251	\$1,291,899	\$4,876,005	\$2,131,048	\$623,462	\$874,388	\$1,728,297	\$3,786,014	\$22,985,602
Adj. Commission - Wln	\$56,641,745	\$5,019,055	\$1,195,377	\$13,867,430	\$6,896,783	\$13,599,274	\$47,574,678	\$25,581,319	\$9,286,935	\$9,182,239	\$18,654,478	\$45,039,096	\$252,538,409

**Advance Deposit Account Wagering**

	AmWest Entertai..	eBet Technologi..	Lien Games Raci..	NYRABets	TVG	Twinspires	WatchandWager..	Xpressbet	Grand Total
Total Handle	\$577,816	\$113,113	\$839,904	\$4,475,234	\$37,977,366	\$57,384,213	\$156,850	\$10,371,533	\$111,695,827
In-State Races	\$60,576	\$12,680	\$28,328	\$1,033,618	\$9,003,081	\$18,681,137	\$30,947	\$3,910,646	\$32,758,993
Out-of-State Races	\$517,039	\$100,453	\$813,576	\$3,441,615	\$28,974,285	\$38,703,076	\$125,903	\$6,460,887	\$78,936,834
Excise Tax - ADW	\$8,664	\$1,897	\$9,599	\$67,129	\$569,680	\$860,763	\$2,353	\$155,573	\$1,875,437
Host Track - Purses	\$3,882	\$721	\$4,079	\$28,530	\$242,106	\$365,824	\$1,000	\$68,119	\$712,061
Host Tracks	\$3,882	\$721	\$4,079	\$28,530	\$242,106	\$365,824	\$1,000	\$68,119	\$712,061
General Fund	\$1,300	\$255	\$1,440	\$10,069	\$85,449	\$129,114	\$353	\$23,336	\$251,316

**Total Distributions by Account**

The General Fund line includes amounts that are deposited to various accounts. These caps are calculated from deposits resulting from the excise tax for conducting pari-mutuel wagering on historical horse racing. Since these amounts are calculated as a whole and not per licensee, a one-time transfer will be made once the caps are met within the fiscal year. At the end of the fiscal year, approximately \$2M must be deducted from this line in order to determine the actual amount retained by the General Fund. Please contact the Department of Revenue with any questions regarding these transfers.

<b>Total Excise Tax</b>	<b>\$54,966,399</b>
Equine Drug Research	\$368,235
Equine Industry Program	\$2,057,893
Higher Education Program	\$368,235
K. Thoroughbred Development Fund	\$19,489,525
K. Standardbred Development Fund	\$6,611,663
K. Quarter Horse Development Fund	\$1,248,977
Host Track - Purses	\$712,061
Host Tracks	\$712,061
General Fund (See Note on Caps)	\$23,417,751
Backside Improvement Fund	\$124,200

## SPORTS WAGERING

Online - September 2023

Montl  
Septe

	Name of Operator / Name of Licensee						Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	
	DraftKings	Penn Sports Interactiv..	Fanatics	Caesars	BetMGM	Fanduel	
Wagers	15,457,063	266,347	269,166	1,141,717	4,203,610	15,128,798	36,466,699
Winnings	15,209,701	259,669	272,642	1,055,220	3,167,473	14,941,562	34,906,268
Federal Excise Tax Paid	24,283	790	858	2,515	2,785	21,821	53,052
Adjusted Gross Revenue	223,079	5,887	-4,334	83,981	1,033,352	165,415	1,507,380
Kentucky Excise Tax	31,789	839	0	11,967	147,253	23,572	215,419

Retail - September 2023

	Name of Operator / Name of Licensee						Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Turfway Park	
	Kambi	DraftKings	Kambi	Kambi	Caesars	Kambi	
Wagers	3,024,575	475,148	100,088	499,188	3,860,192	1,093,637	9,052,828
Winnings	2,639,466	478,724	72,149	382,778	3,414,920	952,889	7,940,925
Federal Excise Tax Paid	8,372	1,188	262	1,248	9,650	3,160	23,881
Adjusted Gross Revenue	376,737	-4,764	27,677	115,163	435,621	137,588	1,088,022
Kentucky Excise Tax	36,732	0	2,698	11,228	42,473	13,415	106,547

### Glossary:

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Online - October 2023

Month, Year of Repo..  
October 2023

	Name of Operator / Name of Licensee							Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	DraftKings	Penn Sports Interactiv..	Fanatics	Caesars	BetMGM	Fanduel		
Wagers	109,480,551	2,656,699	4,365,599	12,882,103	41,531,486	116,023,142	286,939,580	
Winnings	90,002,719	2,274,283	3,867,965	10,703,410	31,181,722	95,643,623	233,673,722	
Federal Excise Tax Paid	215,370	6,555	10,290	27,214	57,861	217,263	534,552	
Adjusted Gross Revenue	19,262,462	375,861	487,344	2,151,478	10,291,903	20,162,257	52,731,306	
Kentucky Excise Tax	2,744,901	53,560	68,829	306,586	1,466,596	2,873,122	7,513,593	

Retail - October 2023

	Name of Operator / Name of Licensee							Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi	
Wagers	2,888,197	358,498	108,592	650,665	2,922,056	49,364	1,171,716	8,149,089
Winnings	2,619,836	279,485	114,083	577,358	2,383,740	40,915	1,057,598	7,073,015
Federal Excise Tax Paid	7,467	896	347	1,627	7,305	0	2,788	20,430
Adjusted Gross Revenue	260,894	78,117	-5,838	71,680	531,011	8,449	111,330	1,055,643
Kentucky Excise Tax	25,437	7,152	0	6,989	51,774	824	10,855	103,030

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Online - November 2023

Month, Year of Repo..  
November 2023

	Name of Operator / Name of Licensee								Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park			
	DraftKings	Penn Sports Interac..	Fanatics	Caesars	bet365	BetMGM	Fanduel		
Wagers	101,724,518	17,268,280	5,440,193	14,919,489	18,334,804	12,406,300	101,286,894		271,380,477
Winnings	93,261,488	14,526,659	5,150,238	14,142,086	15,940,031	11,360,283	95,212,655		249,593,439
Federal Excise Tax Paid	235,599	44,010	13,214	35,142	35,376	27,462	238,876		629,680
Adjusted Gross Revenue	8,227,431	2,697,610	276,742	742,261	2,359,397	1,018,555	5,835,363		21,157,359
Kentucky Excise Tax	1,172,409	384,409	39,436	105,772	336,214	145,144	831,539		3,014,924

Retail - November 2023

	Name of Operator / Name of Licensee								Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi		
Wagers	3,632,950	333,762	432,053	944,131	2,422,557	413,255	1,630,542		9,809,249
Winnings	3,739,633	328,056	428,982	866,103	2,229,331	0	1,556,128		9,148,233
Federal Excise Tax Paid	9,205	833	1,109	2,360	6,056	0	4,200		23,764
Adjusted Gross Revenue	-115,888	4,838	1,962	75,668	187,169	413,255	70,214		637,217
Kentucky Excise Tax	0	475	0	7,378	18,249	40,292	6,846		73,240

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Online - December 2023

Month, Year of Repo..  
December 2023

	Name of Operator / Name of Licensee							Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	DraftKings	Penn Sports Interac..	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	98,179,039	19,051,758	5,598,047	14,056,117	15,866,782	9,335,669	92,817,383	254,904,794
Winnings	86,477,712	16,776,768	5,153,352	12,810,777	14,243,294	8,450,593	79,505,722	223,418,219
Federal Excise Tax Paid	234,643	47,604	13,569	34,495	34,844	22,479	225,302	612,934
Adjusted Gross Revenue	11,466,684	2,227,386	431,126	1,210,844	1,588,644	862,597	13,086,359	30,873,640
Kentucky Excise Tax	1,634,003	317,402	61,435	172,545	226,382	122,920	1,864,806	4,399,494

Retail - December 2023

	Name of Operator / Name of Licensee							Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi	
Wagers	3,438,488	311,337	70,923	712,637	2,171,178	422,286	1,634,934	8,761,783
Winnings	3,126,673	295,072	49,353	607,413	2,031,741	368,698	1,487,484	7,966,433
Federal Excise Tax Paid	8,720	784	177	1,782	5,428	0	4,161	21,053
Adjusted Gross Revenue	303,094	15,481	21,393	103,443	134,009	53,587	143,288	774,297
Kentucky Excise Tax	18,253	1,509	1,708	10,086	13,066	5,225	13,971	63,817

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Online - January 2024

Month, Year of Repo..  
January 2024

	Name of Operator / Name of Licensee							Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's		Turfway Park	
	DraftKings	Penn Sports Interac..	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	91,990,665	15,893,638	4,988,491	13,201,734	14,775,257	10,991,573	85,078,903	236,920,260
Winnings	78,205,793	14,809,489	4,427,108	12,222,891	12,845,251	9,790,827	69,777,517	202,078,875
Federal Excise Tax Paid	219,608	39,440	12,305	32,446	33,366	24,858	200,763	562,786
Adjusted Gross Revenue	13,565,265	1,044,708	549,075	946,397	1,896,640	1,175,887	15,100,624	34,278,596
Kentucky Excise Tax	1,933,050	148,871	78,243	134,862	270,271	167,564	2,151,839	4,884,700

Retail - January 2024

	Name of Operator / Name of Licensee							Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi	
Wagers	3,519,152	433,666	150,716	801,462	2,120,495	348,773	1,309,866	8,684,131
Winnings	3,113,958	387,697	133,612	689,744	1,732,220	324,198	1,176,335	7,557,763
Federal Excise Tax Paid	8,610	1,079	377	2,004	5,301	0	3,223	20,594
Adjusted Gross Revenue	396,585	44,890	16,727	109,714	382,974	24,575	130,308	1,105,774
Kentucky Excise Tax	38,667	4,377	1,631	10,697	37,340	2,396	12,705	107,813

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Online - February 2024

Month, Year of Repo..  
February 2024

	Name of Operator / Name of Licensee							Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	DraftKings	Penn Sports Interac..	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	78,746,999	9,910,198	4,442,880	10,196,756	13,108,847	9,179,668	65,927,942	191,513,289
Winnings	70,252,177	9,144,072	4,306,786	9,684,041	12,113,114	8,405,018	58,418,279	172,323,489
Federal Excise Tax Paid	186,986	24,753	10,734	25,115	30,529	21,147	158,775	458,039
Adjusted Gross Revenue	8,307,835	741,372	125,359	487,600	965,203	753,504	7,350,887	18,731,761
Kentucky Excise Tax	1,183,867	105,646	17,864	69,483	137,541	107,374	1,047,501	2,669,276

Retail - February 2024

	Name of Operator / Name of Licensee							Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	
	Kambi	DraftKings	Kambi	Kambi	Caesars	BotMGM	Kambi	
Wagers	3,228,369	438,738	128,374	648,521	1,532,829	238,264	1,721,030	7,936,124
Winnings	3,040,915	428,732	121,143	623,838	1,396,178	238,736	1,784,744	7,634,286
Federal Excise Tax Paid	8,031	1,094	321	1,621	3,832		4,439	19,338
Adjusted Gross Revenue	179,423	8,912	6,910	23,061	132,820	-472	-68,154	282,500
Kentucky Excise Tax	17,494	869	674	2,248	12,950	0	0	34,235

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Online - March 2024

Month, Year of Repo..  
March 2024

	Name of Operator / Name of Licensee							Grand Total
	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	DraftKings	Penn Sports Interac..	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	101,047,703	11,409,849	8,095,214	12,681,408	16,085,578	12,558,943	84,646,253	246,524,948
Winnings	92,381,341	10,424,364	7,606,548	11,739,810	14,686,186	11,613,383	76,522,958	224,974,590
Federal Excise Tax Paid	246,199	28,423	19,726	31,303	38,013	30,848	205,977	600,488
Adjusted Gross Revenue	8,420,163	967,262	468,940	910,294	1,361,379	914,713	7,917,319	20,960,070
Kentucky Excise Tax	1,199,873	137,835	66,824	129,717	193,997	130,347	1,128,218	2,986,810

Retail - March 2024

	Name of Operator / Name of Licensee							Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi	
Wagers	4,302,314	429,694	88,364	940,265	1,986,230	335,239	1,639,038	9,721,142
Winnings	4,184,976	419,079	80,752	780,291	1,777,450	307,274	1,614,667	9,164,488
Federal Excise Tax Paid	11,106	1,078	221	2,351	4,966	0	4,248	23,969
Adjusted Gross Revenue	106,232	9,537	7,391	157,623	203,815	27,964	20,122	532,685
Kentucky Excise Tax	10,358	930	721	15,368	19,872	2,680	0	49,929

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Online - April 2024

Month, Year of Repo..  
April 2024

	Name of Operator / Name of Licensee								
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's		Turfway Park	Grand Total
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	67,907,285	7,412,728	594,217	5,039,920	8,704,735	16,906,706	11,580,137	63,338,127	181,483,856
Winnings	59,302,435	6,740,910	531,689	4,591,301	8,154,706	16,010,945	10,452,258	52,872,331	158,656,576
Federal Excise Tax Paid	163,790	18,518	1,479	12,269	21,446	40,994	27,274	153,376	439,146
Adjusted Gross Revenue	8,441,060	653,399	61,048	436,350	528,583	854,767	1,100,605	10,312,420	22,388,233
Kentucky Excise Tax	1,202,851	93,109	8,699	62,180	75,323	121,804	156,836	1,469,520	3,190,323

Retail - April 2024

	Name of Operator / Name of Licensee								
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park	Grand Total	
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi		
Wagers	2,986,240	219,152	38,083	769,529	1,118,690	186,185	1,111,514	6,429,394	
Winnings	2,733,884	211,904	39,044	728,157	1,069,417	207,707	966,754	5,956,868	
Federal Excise Tax Paid	7,083	556	94	1,924	2,797	0	2,615	15,068	
Adjusted Gross Revenue	245,273	6,691	-1,054	39,448	46,476	-21,521	142,145	457,458	
Kentucky Excise Tax	23,914	652	0	3,846	4,531	0	9,176	42,120	

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Online - May 2024

Month, Year of Repo..  
May 2024

	Name of Operator / Name of Licensee								Grand Total
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's	Turfway Park		
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	69,154,268	6,249,036	763,447	4,409,071	7,851,605	15,605,837	12,552,622	58,960,870	175,546,757
Winnings	61,862,401	5,484,167	723,111	4,028,611	7,079,610	14,319,721	11,781,802	49,314,737	154,594,160
Federal Excise Tax Paid	167,026	15,639	1,869	10,656	19,360	37,320	30,071	142,644	424,584
Adjusted Gross Revenue	7,124,841	749,230	38,467	369,804	752,636	1,248,796	740,749	9,503,490	20,528,013
Kentucky Excise Tax	1,015,290	106,765	5,482	52,697	107,251	177,953	105,557	1,354,247	2,925,242

Retail - May 2024

	Name of Operator / Name of Licensee								Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi		
Wagers	2,757,190	215,446	31,790	471,840	978,506	152,645	1,197,397	5,804,814	
Winnings	2,424,135	208,821	26,601	410,206	808,853	120,999	1,154,740	5,154,355	
Federal Excise Tax Paid	7,058	540	79	1,180	2,446	0	3,143	14,446	
Adjusted Gross Revenue	325,997	6,085	5,109	60,455	167,206	31,627	39,514	635,992	
Kentucky Excise Tax	31,785	593	395	5,894	16,303	987	3,853	59,810	

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Online - June 2024

Month, Year of Repo..  
June 2024

	Name of Operator / Name of Licensee								Grand Total
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's		Turfway Park	
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	56,637,779	4,155,874	805,833	4,006,203	9,069,950	15,512,937	8,174,168	47,348,006	145,710,749
Winnings	51,254,721	3,740,624	792,934	3,659,626	8,631,779	14,296,220	7,407,308	40,678,529	130,461,742
Federal Excise Tax Paid	138,059	10,334	1,998	9,586	22,437	37,358	19,415	114,654	353,843
Adjusted Gross Revenue	5,244,998	404,916	10,901	336,990	415,734	1,179,359	747,445	6,559,822	14,900,164
Kentucky Excise Tax	747,412	57,701	1,553	48,021	59,242	168,059	106,511	934,775	2,123,273

Retail - June 2024

	Name of Operator / Name of Licensee								Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi		
Wagers	2,363,692	128,784	26,986	365,410	782,285	113,878	821,930		4,602,964
Winnings	2,088,897	104,685	20,889	291,574	696,900	97,975	784,098		4,085,018
Federal Excise Tax Paid	5,678	379	67	914	1,956	0	1,956		10,949
Adjusted Gross Revenue	269,117	23,720	6,029	72,922	83,429	15,903	35,877		506,997
Kentucky Excise Tax	26,239	2,313	588	7,110	8,134	1,551	3,498		49,432

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Online - July 2024

Month, Year of Repo..  
July 2024

	Name of Operator / Name of Licensee								Grand Total
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's		Turfway Park	
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	47,956,003	3,628,350	851,982	4,380,236	5,979,357	14,802,495	6,541,600	41,245,277	125,385,301
Winnings	42,099,782	3,263,979	774,511	3,927,849	5,585,610	13,548,577	6,120,078	35,070,054	110,390,439
Federal Excise Tax Paid	117,280	9,120	2,097	40,522	14,713	35,906	15,862	99,865	335,365
Adjusted Gross Revenue	5,738,941	355,251	75,374	441,866	379,034	1,218,013	405,660	6,075,358	14,689,497
Kentucky Excise Tax	817,799	50,623	10,741	62,966	54,012	173,567	57,807	865,739	2,093,253

Retail - July 2024

	Name of Operator / Name of Licensee								Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Kambi	Caesars	BetMGM	Kambi		
Wagers	1,454,997	64,583	16,996	298,432	1,112,287	80,387	706,340	3,734,023	
Winnings	1,298,105	51,223	12,268	274,190	1,038,312	49,563	586,193	3,309,855	
Federal Excise Tax Paid	3,722	287	42	746	2,781		1,824	9,401	
Adjusted Gross Revenue	153,170	13,076	4,645	23,496	71,195	30,824	118,324	414,729	
Kentucky Excise Tax	14,934	1,275	453	2,291	6,941	3,005	11,537	40,436	

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Online - August 2024

Month, Year of Repo..  
August 2024

	Name of Operator / Name of Licensee								Grand Total
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's		Turfway Park	
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	56,694,639	6,359,228	1,322,915	5,528,446	6,809,260	16,303,840	8,782,983	45,232,648	147,033,960
Winnings	51,701,527	5,977,300	1,299,901	5,183,420	6,396,201	15,431,491	7,872,199	41,304,757	135,166,797
Federal Excise Tax Paid	137,456	16,013	3,264	13,330	16,703	39,732	21,225	109,625	357,348
Adjusted Gross Revenue	4,855,655	365,915	19,750	331,696	396,355	832,618	889,558	3,818,267	11,509,815
Kentucky Excise Tax	691,931	52,143	2,814	47,267	56,481	118,648	126,762	544,103	1,640,149

Retail - August 2024

	Name of Operator / Name of Licensee								Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's	Turfway Park	
	Kambi	DraftKings	Kambi	Circa	Kambi	Caesars	BetMGM	Kambi	
Wagers	1,529,660	66,104	142,490	171,928	371,096	1,252,122	150,680	691,381	4,375,462
Winnings	1,479,262	68,175	133,596	127,378	321,812	1,180,711	138,531	649,332	4,098,796
Federal Excise Tax Paid	4,387	160	356	430	928	3,130		1,727	11,118
Adjusted Gross Revenue	46,012	-2,231	8,538	44,120	48,356	68,281	12,149	40,322	265,547
Kentucky Excise Tax	4,486	0	832	4,302	4,715	6,657	1,185	3,931	26,108

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Online - September 2024

Month, Year of Repo..  
September 2024

	Name of Operator / Name of Licensee									Grand Total
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's	Turfway Park			
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel		
Wagers	100,115,773	6,651,955	1,525,200	9,683,392	11,214,711	22,584,976	12,601,972	82,193,131		246,571,111
Winnings	86,597,214	5,820,105	1,482,246	8,835,172	9,667,842	20,478,815	11,196,111	69,372,997		213,450,502
Federal Excise Tax Paid	232,831	16,608	3,800	22,227	26,896	52,658	29,508	193,474		578,002
Adjusted Gross Revenue	13,285,728	815,242	39,154	825,993	1,519,973	2,053,504	1,376,354	12,626,660		32,542,608
Kentucky Excise Tax	1,893,216	116,172	5,580	117,704	216,596	292,624	196,130	1,799,299		4,637,322

Retail - September 2024

	Name of Operator / Name of Licensee										Grand Total
	Churchill Downs	Cumberland Run	Ellis Park	Kentucky Downs		Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Circa	DraftKings	Kambi	Caesars	BetMGM	Kambi		
Wagers	3,780,719	350,985	530,657	352,338	56,489	767,177	1,693,795	317,614	1,442,530		9,292,304
Winnings	3,278,943	317,678	545,396	362,510	61,303	680,495	1,338,530	256,485	1,330,081		8,171,420
Federal Excise Tax Paid	9,530	895	1,326	881	144	1,918	4,234		3,656		22,584
Adjusted Gross Revenue	492,247	32,411	-16,066	-11,052	-4,958	84,764	351,030	61,129	108,793		1,098,299
Kentucky Excise Tax	47,994	2,943	0	0	0	8,264	34,225	5,960	10,607		109,994

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Online - October 2024

	Name of Operator / Name of Licensee								Grand Total
	Cumberland R..	Ellis Park	Kentucky Dow..	Oak Grove	Red Mile	Sandy's		Turfway Park	
	DraftKings	Penn Sports I..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	102,713,776	6,513,082	4,950,942	9,609,212	11,519,213	24,485,005	13,057,278	92,282,050	265,130,558
Winnings	94,479,104	6,103,558	5,150,948	9,052,926	11,129,887	23,158,975	12,372,928	82,463,525	243,911,851
Federal Excise Tax Paid	246,437	16,394	12,362	22,716	28,171	55,696	31,487	221,291	634,554
Adjusted Gross Revenue	7,988,235	393,130	-2,123,684	533,570	361,155	1,270,335	652,863	9,597,234	18,672,838
Kentucky Excise Tax	1,138,323	56,021	0	76,034	51,465	181,023	93,033	1,367,606	2,963,504

Retail - October 2024

	Name of Operator / Name of Licensee										Grand Total
	Churchill Do..	Cumberland ..	Ellis Park	Kentucky Downs		Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Circa	DraftKings	Kambi	Caesars	BetMGM	Kambi		
Wagers	3,512,683	322,502	711,866	850,594	131,841	734,064	1,544,253	279,381	1,711,212		9,798,395
Winnings	3,636,274	283,820	760,151	956,845	116,628	681,307	1,420,670	243,035	1,777,800		9,876,530
Federal Excise Tax Pa..	8,889	802	1,779	11,052	336	1,835	3,861		4,275		32,830
Adjusted Gross Reven..	-132,480	37,879	-50,064	119,431	14,878	50,923	119,722	36,346	-70,863		125,770
Kentucky Excise Tax	0	3,693	0	0	967	4,965	11,673	3,544	0		24,842

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## Online - All

	Name of Operator / Name of Licensee								Grand Total
	Cumberland Run	Ellis Park	Kentucky Downs	Oak Grove	Red Mile	Sandy's		Turfway Park	
	DraftKings	Penn Sports Inte..	Circa	Fanatics	Caesars	bet365	BetMGM	Fanduel	
Wagers	1,097,806,061	117,427,022	10,814,536	75,856,070	140,228,153	204,373,065	173,498,008	991,509,424	2,811,512,339
Winnings	973,088,116	105,345,949	10,755,340	70,063,543	129,003,872	187,072,620	151,171,983	861,099,245	2,487,600,668
Federal Excise Tax ..	2,565,568	294,202	26,870	212,003	337,955	471,790	362,281	2,303,704	6,574,374
Adjusted Gross Reve..	122,152,378	11,797,171	-1,878,989	5,610,521	10,886,326	16,828,655	21,963,744	128,111,474	315,471,280
Kentucky Excise Tax	17,406,714	1,681,097	34,869	799,499	1,551,302	2,398,083	3,129,833	18,255,885	45,257,282

## Retail - All

	Name of Operator / Name of Licensee										Grand Total
	Churchill Dow..	Cumberland R..	Ellis Park	Kentucky Downs		Oak Grove	Red Mile	Sandy's	Turfway Park		
	Kambi	DraftKings	Kambi	Circa	DraftKings	Kambi	Caesars	BetMGM	Kambi		
Wagers	42,419,227	4,148,399	2,577,978	1,374,860	188,330	8,974,418	25,497,474	3,087,949	17,883,066	106,151,700	
Winnings	39,404,956	3,863,152	2,538,019	1,446,733	177,931	7,915,265	22,518,973	2,394,115	16,878,843	97,137,987	
Federal Excise Tax Pa..	107,856	10,571	6,560	12,363	479	22,436	63,744	0	45,416	269,424	
Adjusted Gross Reven..	2,906,414	274,643	33,359	152,498	9,920	1,036,717	2,914,757	693,814	958,808	8,980,930	
Kentucky Excise Tax	296,292	26,781	9,700	4,302	967	101,080	284,189	67,649	100,393	891,353	

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