



June Commission Meeting

Prime 10 Steakhouse & Venue

4174 63rd Ave

Columbus, NE 68601

NEBRASKA RACING & GAMING COMMISSION

MEETING AGENDA

Location: Prime 10 Steakhouse & Venue 4174 63rd Ave Columbus, NE
68601

Date: June 20, 2025

Time: 1:30 pm

Meeting link:

<https://sonvideo.webex.com/sonvideo/j.php?MTID=m5da00d0277d74a94c9abefc8db05b4c5>

Meeting number: 2482 045 6844

Meeting password: NRG2025

Join by phone: 173.243.2.68

Access code: 2482 045 6844

1. Open Meetings Act Notification
2. Introduction of New Commissioner John Barrett
3. Election of Vice Chairman
4. Approval of Meeting Minutes and Financial Reports
 - a. April 18, 2025, Meeting Minutes
 - b. April & May 2025 Financial Report
5. New NRG Staff
 - a. Executive Assistant- Mayzee Rappl
 - b. Licensing Specialist- Amy Richmond
 - c. Gaming Compliance Rep II - Huntur Maneman
6. NRG Director Salary Increase
7. May-December Simulcast Agreements
 - a. Request to change Simulcast contract effective dates
 - b. Fonner Park
 - c. Legacy Downs
 - d. Horsemen's Park
 - e. Columbus
8. Columbus/CER
 - a. Request of approval for racing officials
 - b. CER carryover wager request
 - c. Request for signal export
 - d. 2025 Conditions Book

9. Horsemen's Park

- a. Request for modifications of racetrack enclosure
- b. Request of approval for racing officials
- c. 2025 Conditions Book

10. Atokad Downs

- a. Executive Director's review of racetrack application – recommendation to move to final approval on August 8th with conditions -**CONFIDENTIAL**
- b. Request of approval for racing officials
- c. Race Date Change
- d. 2025 Conditions Book
- e. Proposed takeout rates

11. Ogallala/HER

- a. Executive Director's review of racetrack application – recommendation to move to final approval on August 8th with conditions -**CONFIDENTIAL**
- b. Request of approval for racing officials
- c. Race Date Change
- d. 2025 Conditions Book
- e. Proposed takeout rates

12. Ogallala/ Lake Mac Casino Resort & Racetrack

- a. Executive Director's review of authorized gaming application – recommendation to move to final approval on August 8th with conditions -**CONFIDENTIAL**

13. Meetings with Associations

- a. Nebraska Thoroughbred Breeders Association
- b. Nebraska Horsemen's Benevolent and Protective Association
- c. Nebraska Quarter Horse Racing Association
- d. Nebraska Quarter Horse Breeders Association
- e. Thoroughbred Racing Associations of Nebraska

14. Directors Update

15. Public Comments

16. Executive Session

17. Reconvene Meeting

18. Adjournment

Open Meeting Act Notification

Public bodies shall make available at the meeting...at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

The Lincoln Journal Star
PO Box 81609
(402) 473-7448

State of Florida, County of Broward, ss:

Edmar Corachia, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Lincoln Journal Star, a legal newspaper printed, published and having a general circulation in the County of Lancaster as that and state of Nebraska, and that the attached printed notice was published in said newspaper and that said newspaper is the legal newspaper under the statute of the State of Nebraska.

The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

PUBLICATION DATES:

Jun. 5, 2025

NOTICE ID: kc3EL7mGZ4TK6cBryJFL

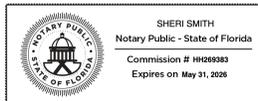
PUBLISHER ID: COL-NE-1005099

NOTICE NAME: June Commission Meeting

Publication Fee: \$7.91

Edmar Corachia

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 06/06/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

**NRGC June
Commission
Meeting**

The Nebraska Racing and Gaming Commission scheduled a meeting for Friday, June 20, 2025 @1:30pm located at the Columbus Prime 10 Steakhouse & Venue, 4174 63rd Ave, Columbus, NE, 68601. An agenda and any additional changes will be posted on the NRG website at: <https://nrgc.nebraska.gov/COL-NE-1005099> 6/5 ZNEZ

INTRODUCTION OF NEW COMMISSIONER

ELECTION OF VICE CHAIRMAN

NEBRASKA RACING & GAMING COMMISSION

MINUTES OF MEETING

DATE: April 18, 2025
TIME: 1:30 PM
LOCATION: NRG Main Office –
3401 Village Dr. Suite 100 Lincoln, NE 68516

PRESENT:

Dennis P. Lee Chairman
Shane Greckel Vice Chairperson
Tony Fulton Commissioner
Chris Stinson Commissioner
Helen Feller Commissioner

ABSENT:

Janell Beveridge Commissioner
Jeffrey Galyen Commissioner

Chairman Lee convened the meeting at 1:34 PM in compliance with the provision of Neb. Rev. Stat. 84-1411. Notice of the meeting was published in the Lincoln Journal Star on April 10th, 2025. In addition, copies of such notice were sent to those on the Racing and Gaming Commission agenda mailing list. A notification was given to the public of the open meetings law and notification of its location for public view.

Lee moved, seconded by Stinson to modify the agenda to move item 7 to item number 2 and everything adjusted accordingly thereafter.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

PUBLIC HEARING – TITLE 294 AS AMENDED

NRGC Deputy Director, Laurie Holman, spoke on the amended changes to Title 294.

Speaking on behalf of Nebraska HBPA, Representative Lynne McNally, recommends approval of subsection B as written.

Lee moved, seconded by Feller to approve the recommended subsection B balance to remain as written be adopted within our enrollment.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

Speaking on behalf of the Nebraska HBPA, Representative Lynne McNally, recommends approval of the age change requirement.

Speaking on behalf of Fonner Park, COO Chris Kotulak, gave his opinion on the different changes being made to Title 294.

NRGC Deputy Director, Laurie Holman explained the other proposed changes.

No vote was proposed at this hearing. Chairman Lee announced he would be accepting further proposed changes from Industry and the public. Another hearing will be scheduled to discuss any further changes before a vote to adopt will be taken.

APPROVAL OF MEETING MINUTES AND FINANCIAL REPORTS

Lee moved, seconded by Stinson to approve the March 21, 2025, Meeting Minutes.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

A member of the public had some concerns about the February Financial Reports.

Feller moved, seconded by Stinson to approve the February and March 2025 Financial Reports.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

LEGACY DOWNS

No changes were made to the officials list.

Fulton moved, seconded by Feller to approve the Legacy Downs racing officials.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

Speaker on behalf of Legacy Downs, COO Lori Thomas, spoke on the updates to available wagers.

Lee moved, seconded by Greckel to approve the Jackpot 5 wager for the 2025 Legacy Downs race meet.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

WARHORSE OMAHA

Speaking on behalf of WarHorse Omaha, CEO Lynne McNally gave updates on Phase 2 and discussed future plans.

Lee moved, seconded by Feller to approve WarHorse Omaha the opening of Phase 2 at 10am on Tuesday, April 22nd subject to the NRG final walkthrough on Monday, April 21st.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

NRGC Executive Director, Casey Ricketts recommends approval of gaming boundaries.

Lee moved, seconded by Greckel, to ratify the approval of gaming boundaries.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

MEETINGS WITH ASSOCIATIONS

The Nebraska Thoroughbred Breeders Association had no update.

Speaker on behalf of The Nebraska Horsemen's Benevolent and Protective Association, Lynne McNally, requests to add to the tote board at Legacy Downs. Request will be submitted to NRG Executive Director, Casey Ricketts for approval.

The Nebraska Quarter Horse Racing Association and Breeders' Association had no update.

Speaker on behalf of The Nebraska Thoroughbred Racing Association, Lori Thomas requested changes to the Simulcast contracts. Request will be submitted to NRG Executive Director, Casey Ricketts for approval. Informational purposes only, no motion carried.

DIRECTOR'S UPDATE

Executive Director Casey Ricketts introduced NRG Investigator Dax Brydl and had some racing updates.

PUBLIC COMMENTS

Windall Douglas Jay had questions about the funds from Fonner Park's 2024 racing season.

EXECUTIVE SESSION

Executive Session started at 3:29PM

Lee moved, seconded by Greckel, to start recess for Executive Session.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

RECONVENE MEETING

Reconvened the meeting at 4:30pm.

Discussed legislative and regulative matters. No vote was taken

ADJOURNMENT

The meeting adjourned at 4:30 PM.

Feller moved, seconded by Stinson, to adjourn.

Voting Aye: Stinson, Fulton, Greckel, Feller, Lee Motion carried.

The next Commission Meeting will be June 20th, 2025, at 1:30 PM. Location will be at the Fairfield Inn & Suites next to the Harrah's Columbus casino.

Agency 036 RACING & GAMING COMMISSION
Division 000 AGENCY DEFINED DIVISION
Grant

All Objects
As of 04/30/25

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		125.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		25.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		50.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		60.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		325.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		5.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		575.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		525.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		12,700.00-
23650	081	010	36811000.474100.		613992	04/07/25	RC	RB	LICENSE FEES	7808763		575.00-
23650	081	010	36811000.474100.		613991	04/08/25	RC	RB	LICENSE FEES	7810684		50.00-
23650	081	010	36811000.474100.		613991	04/08/25	RC	RB	LICENSE FEES	7810684		50.00-
23650	081	010	36811000.474100.		613991	04/08/25	RC	RB	LICENSE FEES	7810684		100.00-
23650	081	010	36811000.474100.		613990	04/09/25	RC	RB	LICENSE FEES	7812464		105.00-
23650	081	010	36811000.474100.		613987	04/10/25	RC	RB	LICENSE FEES	7813583		50.00-
23650	081	010	36811000.474100.		613987	04/10/25	RC	RB	LICENSE FEES	7813583		50.00-
23650	081	010	36811000.474100.		613983	04/10/25	RC	RB	LICENSE FEES	7813974		150.00-
23650	081	010	36811000.474100.		613983	04/10/25	RC	RB	LICENSE FEES	7813974		1,400.00-
23650	081	010	36811000.474100.		613983	04/10/25	RC	RB	LICENSE FEES	7813974		300.00-
23650	081	010	36811000.474100.		614384	04/11/25	RC	RB	LICENSE FEES	7814944		50.00-
23650	081	010	36811000.474100.		614384	04/11/25	RC	RB	LICENSE FEES	7814944		50.00-
23650	081	010	36811000.474100.		614379	04/14/25	RC	RB	LICENSE FEES	7815938		50.00-
23650	081	010	36811000.474100.		614379	04/14/25	RC	RB	LICENSE FEES	7815938		750.00-
23650	081	010	36811000.474100.		614379	04/14/25	RC	RB	LICENSE FEES	7815938		25.00-
23650	081	010	36811000.474100.		614381	04/14/25	RC	RB	LICENSE FEES	7816213		15.00-
23650	081	010	36811000.474100.		614823	04/15/25	RC	RB	LICENSE FEES	7818444		25.00-
23650	081	010	36811000.474100.		614823	04/15/25	RC	RB	LICENSE FEES	7818444		25.00-
23650	081	010	36811000.474100.		614822	04/16/25	RC	RB	LICENSE FEES	7819741		675.00-
23650	081	010	36811000.474100.		614822	04/16/25	RC	RB	LICENSE FEES	7819741		50.00-
23650	081	010	36811000.474100.		614822	04/16/25	RC	RB	LICENSE FEES	7819741		5,000.00-
23650	081	010	36811000.474100.		614807	04/17/25	RC	RB	LICENSE FEES	7821287		25.00-
23650	081	010	36811000.474100.		614807	04/17/25	RC	RB	LICENSE FEES	7821287		75.00-
23650	081	010	36811000.474100.		614807	04/17/25	RC	RB	LICENSE FEES	7821287		100.00-
23650	081	010	36811000.474100.		615432	04/21/25	RC	RB	LICENSE FEES	7823183		200.00-
23650	081	010	36811000.474100.		615432	04/21/25	RC	RB	LICENSE FEES	7823183		5,000.00-
23650	081	010	36811000.474100.		615432	04/21/25	RC	RB	LICENSE FEES	7823183		3,250.00-
23650	081	010	36811000.474100.		615432	04/21/25	RC	RB	LICENSE FEES	7823183		50.00-
23650	081	010	36811000.474100.		615432	04/21/25	RC	RB	LICENSE FEES	7823183		25.00-
23650	081	010	36811000.474100.		615761	04/22/25	RC	RB	LICENSE FEES	7825100		4,085.00-

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date	
23650	081	010	36811000.539500.		57465168	04/02/25	PC	V	Purchase Card Offset	7803815		15,735.67	
23650	081	010	36811000.539500.		57465168	04/02/25	PC	V	Purchase Card Offset	7803815		4,352.49	
23650	081	010	36811000.539500.		25497071	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		4,352.49-	
23650	081	010	36811000.539500.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		15,735.67-	
Total for Object			539500	PURCHASING CARD SUSPENSE									
23650	081	010	36811000.554100.		57552326	04/09/25	PV	V	SPECTRUM	7811769		123.28	
Total for Object			554100	DATA SERVICES									123.28
23650	081	010	36811000.554900.		2201871	04/07/25	OV	O	DATASHIELD CORPORATION	7808745		26.80	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		2,499.00	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		2,165.80	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		2,165.80	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		833.00	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		833.00	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		1,166.20	
23650	081	010	36811000.554900.		2205890	04/21/25	OV	O	GAMING LABORATORIES INTERNATIO	7823405		999.60	
23650	081	010	36811000.554900.		57739005	04/21/25	PV	V	GAMING LABORATORIES INTERNATIO	7823464		4.27	
Total for Object			554900	OTHER CONTRACTUAL SERVICES									10,693.47
23650	081	010	36811000.556100.		57434072	04/01/25	PV	V	AS - RISK MANAGEMENT DIVISION	7802296		172.85	
23650	081	010	36811000.556100.		57434074	04/01/25	PV	V	AS - RISK MANAGEMENT DIVISION	7802296		80.34	
Total for Object			556100	INSURANCE EXPENSE									253.19
23650	081	010	36811000.559100.		57434061	04/01/25	PV	V	TAG INK & THREAD	7802264		1,887.50	
Total for Object			559100	OTHER OPERATING EXP									1,887.50
23650	081	010	36811000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		883.61	
Total for Object			571100	LODGING									883.61
23650	081	010	36811000.571800.		57700383	04/17/25	PV	V	PRACHT, RITA	7820843		63.00	
Total for Object			571800	MEALS - TRAVEL STATUS									63.00
23650	081	010	36811000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		467.40	
23650	081	010	36811000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		389.99-	
23650	081	010	36811000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		220.00	
Total for Object			572100	COMMERCIAL TRANSPORTATIO									297.41
23650	081	010	36811000.573100.		57625591	04/15/25	PV	V	AS - TRANSPORTATION SERVICES B	7818662		427.68	

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	020	36812000.521400.		57605761	04/14/25	PV	V	AS - OCIO - IMSERVICES	7816021		817.00
Total for Object												817.00
23650	081	020	36812000.521410.		57605761	04/14/25	PV	V	AS - OCIO - IMSERVICES	7816021		494.00
Total for Object												494.00
23650	081	020	36812000.521431.		57605761	04/14/25	PV	V	AS - OCIO - IMSERVICES	7816021		1,392.15
Total for Object												1,392.15
23650	081	020	36812000.521441.		57522475	04/08/25	PV	V	AS - OCIO - COMMUNICATIONS	7809636		564.20
Total for Object												564.20
23650	081	020	36812000.531200.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		103.14
Total for Object												103.14
23650	081	020	36812000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		511.21
23650	081	020	36812000.571100.		57522753	04/08/25	PV	V	COMFORT SUITES	7809864		550.00
Total for Object												1,061.21
23650	081	020	36812000.571800.		57480394	04/03/25	PV	V	SKALBERG, KALLIE R	7805591		99.40
Total for Object												99.40
23650	081	020	36812000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		488.90
23650	081	020	36812000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		488.90
Total for Object												977.80
23650	081	020	36812000.573100.		57625591	04/15/25	PV	V	AS - TRANSPORTATION SERVICES B	7818662		672.37
Total for Object												672.37
Total for Business Unit		36812000	GAMING COMPLIANCE									103,879.79

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	050	36815000.511100.		3188216	04/02/25	T2	7	PAYROLL LABOR DISTRIBUTION	7794318		4,671.03
23650	081	050	36815000.511100.		3188704	04/16/25	T2	7	PAYROLL LABOR DISTRIBUTION	7812205		2,442.92
23650	081	050	36815000.511100.		3189002	04/30/25	T2	7	PAYROLL LABOR DISTRIBUTION	7827354		2,371.83
Total for Object			511100 PERMANENT SALARIES-WAGES									9,485.78
23650	081	050	36815000.511300.		3188216	04/02/25	T2	7	PAYROLL LABOR DISTRIBUTION	7794318		12.21
Total for Object			511300 OVERTIME PAYMENTS									12.21
23650	081	050	36815000.511800.		3188216	04/02/25	T2	7	PAYROLL LABOR DISTRIBUTION	7794318		25.16
Total for Object			511800 COMPENSATORY TIME PAID									25.16
23650	081	050	36815000.512100.		3188216	04/02/25	T2	7	PAYROLL LABOR DISTRIBUTION	7794318		197.28
23650	081	050	36815000.512100.		3188704	04/16/25	T2	7	PAYROLL LABOR DISTRIBUTION	7812205		1,018.27
Total for Object			512100 VACATION LEAVE EXPENSE									1,215.55
23650	081	050	36815000.512200.		3188216	04/02/25	T2	7	PAYROLL LABOR DISTRIBUTION	7794318		49.64
Total for Object			512200 SICK LEAVE EXPENSE									49.64
23650	081	050	36815000.515100.		3188217	04/02/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7794318		371.03
23650	081	050	36815000.515100.		3188705	04/16/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7812205		259.16
23650	081	050	36815000.515100.		3189003	04/30/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7827354		177.60
Total for Object			515100 RETIREMENT PLANS EXPENSE									807.79
23650	081	050	36815000.515200.		3188217	04/02/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7794318		349.79
23650	081	050	36815000.515200.		3188705	04/16/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7812205		263.22
23650	081	050	36815000.515200.		3189003	04/30/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7827354		181.45
Total for Object			515200 FICA EXPENSE									794.46
23650	081	050	36815000.515500.		3188217	04/02/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7794318		1,080.07
23650	081	050	36815000.515500.		3188705	04/16/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7812205		159.17-
Total for Object			515500 HEALTH INSURANCE EXPENSE									920.90
23650	081	050	36815000.521400.		57605761	04/14/25	PV	V	AS - OCIO - IMSERVICES	7816021		415.00
Total for Object			521400 CIO CHARGES									415.00
23650	081	050	36815000.521410.		57605761	04/14/25	PV	V	AS - OCIO - IMSERVICES	7816021		298.00
Total for Object			521410 OCIO - EQUIP LEASING									298.00
23650	081	050	36815000.521431.		57605761	04/14/25	PV	V	AS - OCIO - IMSERVICES	7816021		219.06

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23610	074	000	36100000.454300.		614377	04/14/25	RC	RB	Mar 2025 STF	7816376		3,899.28-
23610	074	000	36100000.454300.		614377	04/14/25	RC	RB	Mar 2025 STF	7816376		56,088.97-
23610	074	000	36100000.454300.		614377	04/14/25	RC	RB	Mar 2025 STF	7816376		33,154.49-
23610	074	000	36100000.454300.		614377	04/14/25	RC	RB	Mar 2025 STF	7816376		17,267.79-
Total for Object			454300 PARI-MUTUEL WAGERING TAX									110,410.53-
23610	074	000	36100000.474100.		25488973	04/01/25	JT	G	AGENCY TYLER TECH 03/28-30/25	7801938		150.00-
23610	074	000	36100000.474100.		25488973	04/01/25	JT	G	AGENCY TYLER TECH 03/28-30/25	7801938		180.00-
23610	074	000	36100000.474100.		612855	04/01/25	RC	RB	LICENSE FEES	7801977		15.00-
23610	074	000	36100000.474100.		612855	04/01/25	RC	RB	LICENSE FEES	7801977		30.00-
23610	074	000	36100000.474100.		612855	04/01/25	RC	RB	LICENSE FEES	7801977		15.00-
23610	074	000	36100000.474100.		612855	04/01/25	RC	RB	LICENSE FEES	7801977		90.00-
23610	074	000	36100000.474100.		612855	04/01/25	RC	RB	LICENSE FEES	7801977		15.00-
23610	074	000	36100000.474100.		612855	04/01/25	RC	RB	LICENSE FEES	7801977		75.00-
23610	074	000	36100000.474100.		612854	04/01/25	RC	RB	LICENSE FEES	7802007		155.00-
23610	074	000	36100000.474100.		613136	04/07/25	RC	RB	LICENSE FEES	7808141		5.00-
23610	074	000	36100000.474100.		613132	04/07/25	RC	RB	LICENSE FEES	7808161		90.00-
23610	074	000	36100000.474100.		613132	04/07/25	RC	RB	LICENSE FEES	7808161		80.00-
23610	074	000	36100000.474100.		25527959	04/08/25	JT	G	Tylertech ach & cc 04/04-04/06	7810061		225.00-
23610	074	000	36100000.474100.		25527959	04/08/25	JT	G	Tylertech ach & cc 04/04-04/06	7810061		90.00-
23610	074	000	36100000.474100.		25561130	04/11/25	JT	G	Tylertech ach & cc 04/09/25	7814381		45.00-
23610	074	000	36100000.474100.		614383	04/14/25	RC	RB	LICENSE FEES	7815420		15.00-
23610	074	000	36100000.474100.		614383	04/14/25	RC	RB	LICENSE FEES	7815420		30.00-
23610	074	000	36100000.474100.		614383	04/14/25	RC	RB	LICENSE FEES	7815420		15.00-
23610	074	000	36100000.474100.		614383	04/14/25	RC	RB	LICENSE FEES	7815420		30.00-
23610	074	000	36100000.474100.		614383	04/14/25	RC	RB	LICENSE FEES	7815420		50.00-
23610	074	000	36100000.474100.		25584163	04/15/25	JT	G	Tylertech ach & cc 04/11-04/13	7817480		65.00-
23610	074	000	36100000.474100.		614822	04/16/25	RC	RB	LICENSE FEES	7819741		30.00-
23610	074	000	36100000.474100.		615441	04/21/25	RC	RB	LICENSE FEES	7822985		30.00-
23610	074	000	36100000.474100.		615441	04/21/25	RC	RB	LICENSE FEES	7822985		60.00-
23610	074	000	36100000.474100.		25622796	04/22/25	JT	G	Tylertech ach & cc 04/18-04/20	7824536		230.00-
23610	074	000	36100000.474100.		25622796	04/22/25	JT	G	Tylertech ach & cc 04/18-04/20	7824536		90.00-
23610	074	000	36100000.474100.		615763	04/22/25	RC	RB	LICENSE FEES	7825377		40.00-
23610	074	000	36100000.474100.		25651805	04/24/25	JT	G	Tylertech ach & cc 04/22/25	7827546		45.00-
23610	074	000	36100000.474100.		25651805	04/24/25	JT	G	Tylertech ach & cc 04/22/25	7827546		45.00-
23610	074	000	36100000.474100.		616134	04/28/25	RC	RB	LICENSE FEES	7828882		60.00-
23610	074	000	36100000.474100.		616134	04/28/25	RC	RB	LICENSE FEES	7828882		20.00-
23610	074	000	36100000.474100.		616134	04/28/25	RC	RB	LICENSE FEES	7828882		525.00-
23610	074	000	36100000.474100.		616134	04/28/25	RC	RB	LICENSE FEES	7828882		75.00-

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23610	074	000	36100000.522600.		57508629	04/07/25	PV	V	NEBRASKA STATE PATROL	7808404		45.25
Total for Object			522600 JOB APPLICANT EXPENSE									45.25
23610	074	000	36100000.524600.		25420211	04/07/25	JE	G	RENT & LB530 APR 2025 - OTHER	7794726		2,290.00
Total for Object			524600 RENT EXPENSE-BUILDINGS									2,290.00
23610	074	000	36100000.534900.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		126.36
23610	074	000	36100000.534900.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		33.94
23610	074	000	36100000.534900.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		42.64
23610	074	000	36100000.534900.		2205893	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		50.00
Total for Object			534900 MISCELLANEOUS SUP EXP									252.94
23610	074	000	36100000.545000.		2201874	04/07/25	OV	O	INDUSTRIAL LABORATORIES CO INC	7808745		14,017.00
23610	074	000	36100000.545000.		2201874	04/07/25	OV	O	INDUSTRIAL LABORATORIES CO INC	7808745		2,310.00
23610	074	000	36100000.545000.		2201874	04/07/25	OV	O	INDUSTRIAL LABORATORIES CO INC	7808745		770.00
23610	074	000	36100000.545000.		2202243	04/08/25	OV	O	INDUSTRIAL LABORATORIES CO INC	7810023		330.00-
Total for Object			545000 LABORATORY SERVICES									16,767.00
23610	074	000	36100000.545001.		57508629	04/07/25	PV	V	NEBRASKA STATE PATROL	7808404		2,850.75
Total for Object			545001 FINGERPRINTS									2,850.75
23610	074	000	36100000.546800.		2201848	04/07/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7808717		3,000.00
23610	074	000	36100000.546800.		2201850	04/07/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7808717		3,000.00
23610	074	000	36100000.546800.		2204070	04/14/25	OV	O	ROASA, ABBY OBERMILLER	7816707		2,175.00
23610	074	000	36100000.546800.		2205892	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		3,000.00
23610	074	000	36100000.546800.		2205893	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		3,000.00
23610	074	000	36100000.546800.		2205894	04/21/25	OV	O	BOUREK, DANIELLE	7823405		2,175.00
Total for Object			546800 VETERINARY SERVICES									16,350.00
23610	074	000	36100000.571100.		25497071	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		1,978.21
23610	074	000	36100000.571100.		25497071	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		2,305.35
23610	074	000	36100000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		806.70
23610	074	000	36100000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		806.70
23610	074	000	36100000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		806.70
23610	074	000	36100000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		718.68
23610	074	000	36100000.571100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		2,943.65
23610	074	000	36100000.571100.		57496372	04/04/25	PV	V	RAMADA MIDTOWN	7807667		330.00
23610	074	000	36100000.571100.		57508543	04/07/25	PV	V	RAMADA MIDTOWN	7808328		330.00

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date	
23610	074	000	36100000.571100.		57509246	04/07/25	PV	V	RAMADA MIDTOWN	7809018		330.00	
23610	074	000	36100000.571100.		57522653	04/08/25	PV	V	COMFORT SUITES	7809864		110.00	
23610	074	000	36100000.571100.		57522661	04/08/25	PV	V	COMFORT SUITES	7809864		110.00	
23610	074	000	36100000.571100.		57522670	04/08/25	PV	V	COMFORT SUITES	7809864		110.00	
23610	074	000	36100000.571100.		57522689	04/08/25	PV	V	COMFORT SUITES	7809864		110.00	
23610	074	000	36100000.571100.		57522693	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522700	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522718	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522727	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522742	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522746	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522782	04/08/25	PV	V	COMFORT SUITES	7809864		220.00	
23610	074	000	36100000.571100.		57522883	04/08/25	PV	V	COMFORT SUITES	7809975		110.00	
23610	074	000	36100000.571100.		57552321	04/09/25	PV	V	RAMADA MIDTOWN	7811769		330.00	
23610	074	000	36100000.571100.		57700436	04/17/25	PV	V	RAMADA MIDTOWN	7820899		330.00	
23610	074	000	36100000.571100.		57700445	04/17/25	PV	V	RAMADA MIDTOWN	7820899		110.00	
23610	074	000	36100000.571100.		57738811	04/21/25	PV	V	RAMADA MIDTOWN	7823237		220.00	
Total for Object											571100	LODGING	14,435.99
23610	074	000	36100000.571800.		57434105	04/01/25	PV	V	FRANKENBERG, JOHN	7802318		298.20	
23610	074	000	36100000.571800.		57434108	04/01/25	PV	V	COREY, MICHAEL	7802318		761.60	
23610	074	000	36100000.571800.		57508842	04/07/25	PV	V	HOLLOWAY, KIRBY L	7808612		99.40	
23610	074	000	36100000.571800.		57624155	04/15/25	PV	V	COREY, MICHAEL	7817260		714.00	
Total for Object											571800	MEALS - TRAVEL STATUS	1,873.20
23610	074	000	36100000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		494.59	
23610	074	000	36100000.572100.		25497221	04/02/25	J1	G	PURCHASE CARD TRANSACTION	7803898		494.59	
Total for Object											572100	COMMERCIAL TRANSPORTATIO	989.18
23610	074	000	36100000.574500.		57434108	04/01/25	PV	V	COREY, MICHAEL	7802318		112.00	
23610	074	000	36100000.574500.		57624155	04/15/25	PV	V	COREY, MICHAEL	7817260		105.00	
Total for Object											574500	PERSONAL VEHICLE MILEAGE	217.00
23610	074	000	36100000.574600.		2201848	04/07/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7808717		429.80	
23610	074	000	36100000.574600.		2201848	04/07/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7808717		180.00	
23610	074	000	36100000.574600.		2201850	04/07/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7808717		435.40	
23610	074	000	36100000.574600.		2201850	04/07/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7808717		180.00	
23610	074	000	36100000.574600.		2204070	04/14/25	OV	O	ROASA, ABBY OBERMILLER	7816707		135.00	
23610	074	000	36100000.574600.		2204070	04/14/25	OV	O	ROASA, ABBY OBERMILLER	7816707		224.70	

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23610	074	000	36100000.574600.		2205892	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		431.90
23610	074	000	36100000.574600.		2205892	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		180.00
23610	074	000	36100000.574600.		2205893	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		434.00
23610	074	000	36100000.574600.		2205893	04/21/25	OV	O	AVONDALE LARGE ANIMAL CLINIC	7823405		180.00
23610	074	000	36100000.574600.		2205894	04/21/25	OV	O	BOUREK, DANIELLE	7823405		84.00
23610	074	000	36100000.574600.		2205894	04/21/25	OV	O	BOUREK, DANIELLE	7823405		135.00
Total for Object			574600	CONTRACTUAL SERV - TRAVEL EXP								3,029.80
Total for Business Unit		36100000	ADMINISTRATION									10,681.50-
Total for Division		001										10,681.50-
Total for Agency		036	RACING & GAMING COMMISSION									331,777.14

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	010	36811000.512100.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		1,516.70
23650	081	010	36811000.512100.		3189398	05/28/25	T2	7	PAYROLL LABOR DISTRIBUTION	7852370		1,280.88
Total for Object			512100 VACATION LEAVE EXPENSE									2,797.58
23650	081	010	36811000.512200.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		524.77
23650	081	010	36811000.512200.		3189398	05/28/25	T2	7	PAYROLL LABOR DISTRIBUTION	7852370		833.50
Total for Object			512200 SICK LEAVE EXPENSE									1,358.27
23650	081	010	36811000.512300.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		1,942.46
Total for Object			512300 HOLIDAY LEAVE EXPENSE									1,942.46
23650	081	010	36811000.512400.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		53.06
Total for Object			512400 MILITARY LEAVE EXPENSE									53.06
23650	081	010	36811000.515100.		3189122	05/14/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7839815		1,442.10
23650	081	010	36811000.515100.		3189399	05/28/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7852370		1,478.40
Total for Object			515100 RETIREMENT PLANS EXPENSE									2,920.50
23650	081	010	36811000.515200.		3189122	05/14/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7839815		1,400.83
23650	081	010	36811000.515200.		3189399	05/28/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7852370		1,437.93
Total for Object			515200 FICA EXPENSE									2,838.76
23650	081	010	36811000.515500.		3189122	05/14/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7839815		3,882.01
23650	081	010	36811000.515500.		3189399	05/28/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7852370		3,882.01
Total for Object			515500 HEALTH INSURANCE EXPENSE									7,764.02
23650	081	010	36811000.521100.		25711609	05/12/25	JE	G	Postage 20250401 - 20250430	7838089		9.64
23650	081	010	36811000.521100.		25765525	05/14/25	JE	G	POSTAGE DUE APR 2025	7847890		12.36
Total for Object			521100 POSTAGE EXPENSE									22.00
23650	081	010	36811000.521400.		57948569	05/16/25	PV	V	AS - OCIO - IMSERVICES	7850242		950.74
Total for Object			521400 CIO CHARGES									950.74
23650	081	010	36811000.521410.		57948569	05/16/25	PV	V	AS - OCIO - IMSERVICES	7850242		386.00
Total for Object			521410 OCIO - EQUIP LEASING									386.00
23650	081	010	36811000.521441.		57880755	05/06/25	PV	V	AS - OCIO - COMMUNICATIONS	7839053		603.13
23650	081	010	36811000.521441.		57984373	05/23/25	PV	V	AS - OCIO - COMMUNICATIONS	7858143		653.94

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
Total for Object			521441	OCIO - COMMUNICATIONS								1,257.07
23650	081	010	36811000.521500.		25527945	05/08/25	JE	G	COPY SERVICES JAN-MAR 2025	7809943		1,414.31
23650	081	010	36811000.521500.		25695305	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		7.35
Total for Object			521500	PUBLICATION & PRINT EXP								1,421.66
23650	081	010	36811000.522100.		57939583	05/15/25	PV	V	NATIONAL COUNCIL ON PROBLEM GA	7848635		2,500.00
Total for Object			522100	DUES & SUBSCRIPTION EXP								2,500.00
23650	081	010	36811000.522600.		57904976	05/09/25	PV	V	NEBRASKA STATE PATROL	7842805		45.25
23650	081	010	36811000.522600.		57941255	05/15/25	PV	V	NEBRASKA STATE PATROL	7849134		4.17
23650	081	010	36811000.522600.		2216785	05/29/25	OV	O	ONE SOURCE THE BACKGROUND CHEC	7862623		27.00
Total for Object			522600	JOB APPLICANT EXPENSE								76.42
23650	081	010	36811000.524600.		25664316	05/07/25	JE	G	RENT & LB530 MAY 2025 - OTHER	7829696		20,610.02
Total for Object			524600	RENT EXPENSE-BUILDINGS								20,610.02
23650	081	010	36811000.531100.		25489026	05/01/25	JE	G	OFFICE DEPOT MAR 2025	7802553		197.90
23650	081	010	36811000.531100.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		96.18
Total for Object			531100	OFFICE SUPPLIES EXPENSE								294.08
23650	081	010	36811000.531200.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		36.09
Total for Object			531200	IT SUPPLIES								36.09
23650	081	010	36811000.532100.		2213035	05/14/25	OV	O	NEUTRAL POSTURE INC - PURCHASE	7848023		244.20
23650	081	010	36811000.532100.		2213035	05/14/25	OV	O	NEUTRAL POSTURE INC - PURCHASE	7848023		217.50
23650	081	010	36811000.532100.		2213035	05/14/25	OV	O	NEUTRAL POSTURE INC - PURCHASE	7848023		29.10
23650	081	010	36811000.532100.		2213035	05/14/25	OV	O	NEUTRAL POSTURE INC - PURCHASE	7848023		730.00
Total for Object			532100	NON-CAPITALIZED EQUIP PU								1,220.80
23650	081	010	36811000.534900.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		22.79
23650	081	010	36811000.534900.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		17.35
23650	081	010	36811000.534900.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		1.75
23650	081	010	36811000.534900.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		5.00
23650	081	010	36811000.534900.		57865913	05/02/25	PV	V	CULLIGAN OF GRAND ISLAND	7835029		23.00
23650	081	010	36811000.534900.		57865916	05/02/25	PV	V	CULLIGAN OF GRAND ISLAND	7835029		32.00
23650	081	010	36811000.534900.		57865919	05/02/25	PV	V	CULLIGAN OF GRAND ISLAND	7835029		15.00
23650	081	010	36811000.534900.		57879569	05/06/25	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7838004		121.00
23650	081	010	36811000.534900.		57879571	05/06/25	PV	V	CULLIGAN OF LINCOLN - PURCHASI	7838004		12.50

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	020	36812000.521441.		57880755	05/06/25	PV	V	AS - OCIO - COMMUNICATIONS	7839053		564.20
23650	081	020	36812000.521441.		57984373	05/23/25	PV	V	AS - OCIO - COMMUNICATIONS	7858143		564.20
Total for Object			521441	OCIO - COMMUNICATIONS								1,128.40
23650	081	020	36812000.531100.		25489026	05/01/25	JE	G	OFFICE DEPOT MAR 2025	7802553		6.62
Total for Object			531100	OFFICE SUPPLIES EXPENSE								6.62
23650	081	020	36812000.572100.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		418.39
Total for Object			572100	COMMERCIAL TRANSPORTATIO								418.39
23650	081	020	36812000.573100.		57948520	05/16/25	PV	V	AS - TRANSPORTATION SERVICES B	7850188		935.12
Total for Object			573100	STATE-OWNED TRANSPORT								935.12
Total for Business Unit		36812000	GAMING COMPLIANCE									69,364.79

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	030	36813000.511100.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		10,684.22
23650	081	030	36813000.511100.		3189398	05/28/25	T2	7	PAYROLL LABOR DISTRIBUTION	7852370		11,291.84
Total for Object			511100 PERMANENT SALARIES-WAGES									21,976.06
23650	081	030	36813000.511300.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		864.00
Total for Object			511300 OVERTIME PAYMENTS									864.00
23650	081	030	36813000.511800.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		64.00
Total for Object			511800 COMPENSATORY TIME PAID									64.00
23650	081	030	36813000.512300.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		1,583.58
Total for Object			512300 HOLIDAY LEAVE EXPENSE									1,583.58
23650	081	030	36813000.512500.		3189121	05/14/25	T2	7	PAYROLL LABOR DISTRIBUTION	7839815		1,280.00
Total for Object			512500 FUNERAL LEAVE EXPENSE									1,280.00
23650	081	030	36813000.515100.		3189122	05/14/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7839815		1,083.90
23650	081	030	36813000.515100.		3189399	05/28/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7852370		845.51
Total for Object			515100 RETIREMENT PLANS EXPENSE									1,929.41
23650	081	030	36813000.515200.		3189122	05/14/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7839815		1,024.97
23650	081	030	36813000.515200.		3189399	05/28/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7852370		798.98
Total for Object			515200 FICA EXPENSE									1,823.95
23650	081	030	36813000.515500.		3189122	05/14/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7839815		3,338.97
23650	081	030	36813000.515500.		3189399	05/28/25	T3	7	ACTUAL BURDEN JOURNAL ENTRIES	7852370		2,600.18
Total for Object			515500 HEALTH INSURANCE EXPENSE									5,939.15
23650	081	030	36813000.521400.		57948569	05/16/25	PV	V	AS - OCIO - IMSERVICES	7850242		638.00
Total for Object			521400 CIO CHARGES									638.00
23650	081	030	36813000.521410.		57948569	05/16/25	PV	V	AS - OCIO - IMSERVICES	7850242		266.00
Total for Object			521410 OCIO - EQUIP LEASING									266.00
23650	081	030	36813000.521411.		57948569	05/16/25	PV	V	AS - OCIO - IMSERVICES	7850242		450.00
Total for Object			521411 OCIO - PUBLIC SAFETY COMM									450.00
23650	081	030	36813000.521441.		57880755	05/06/25	PV	V	AS - OCIO - COMMUNICATIONS	7839053		385.98
23650	081	030	36813000.521441.		57984373	05/23/25	PV	V	AS - OCIO - COMMUNICATIONS	7858143		437.06

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date
23650	081	040	36814000.521441.		57880755	05/06/25	PV	V	AS - OCIO - COMMUNICATIONS	7839053		873.08
23650	081	040	36814000.521441.		57984373	05/23/25	PV	V	AS - OCIO - COMMUNICATIONS	7858143		316.69
Total for Object			521441	OCIO - COMMUNICATIONS								1,189.77
23650	081	040	36814000.531200.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		79.99
23650	081	040	36814000.531200.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		23.84
23650	081	040	36814000.531200.		25695304	05/02/25	J1	G	PURCHASE CARD TRANSACTION	7834904		230.75
Total for Object			531200	IT SUPPLIES								334.58
23650	081	040	36814000.573100.		57948520	05/16/25	PV	V	AS - TRANSPORTATION SERVICES B	7850188		342.64
Total for Object			573100	STATE-OWNED TRANSPORT								342.64
Total for Business Unit		36814000	GAMING IT									20,956.67

Fund	Program	Sub-Program	Account Number	Sub-ledger	Doc Number	Tran Date	Tran Type	Batch Type	Payee/Explanation	Batch Number	Posted Code	Month to Date	
23610	074	000	36100000.575100.		57971061	05/21/25	PV	V	RICKETTS, CASEY A	7855419		80.00	
23610	074	000	36100000.575100.		58034285	05/28/25	PV	V	BEHN, DREW D	7860365		80.00	
23610	074	000	36100000.575100.		58034285	05/28/25	PV	V	BEHN, DREW D	7860365		36.00	
Total for Object												196.00	
Total for Business Unit		36100000	ADMINISTRATION										22,179.48-
Total for Division		001										22,179.48-	
Total for Agency		036	RACING & GAMING COMMISSION										204,283.09

NEW NRGC STAFF

EXECUTIVE ASSISTANT – MAYZEE RAPPL

LICENSING SPECIALIST – AMY RICHMOND

GAMING COMPLIANCE REP II – HUNTUR MANEMAN

**NRGC DIRECTOR
SALARY INCREASE**

**MAY-DECEMBER
SIMULCAST
AGREEMENTS**

Governor Jim Pillen

May 12, 2025

Lori Thomas
Chief Operation Officer

Re: Approval – Consolidation of Simulcast Contracts and Annual Term Implementation

I, Casey Ricketts, Executive Director of the Nebraska Racing and Gaming Commission, have reviewed the request submitted by the Thoroughbred Racetracks of Nebraska (TRON) to consolidate simulcast contracts and implement a one-year term for individual racetrack agreements rather than requiring renewal with each race meet. Based on the information provided, this request is approved.

Simulcast revenues remain an important source of purse funding. While the reduced frequency of approvals is now appropriate, the Commission reserves the right to resume more frequent approval and monitoring if necessary.

Thank you,
Sincerely



Casey Ricketts
Executive Director
Nebraska Racing and Gaming Commission



REQUEST TO CHANGE TO SIMULCAST CONTRACT EFFECTIVE DATES

A standing item on the Racing and Gaming Commission agenda is to approve any new simulcast contracts that are agreed upon by the Nebraska HBPA and several Thoroughbred racetracks in Nebraska. Currently, new contracts are submitted for Commission approval at the beginning of each live race meet, at the end of each live race meet, and on January 1 each year. Because multiple race meets are run each year, this necessitates new contracts several times per year and is time consuming for the HBPA, the racetracks, and the Commission. To streamline this, the five Thoroughbred racetracks are respectfully asking the Commission for permission to submit all simulcast contracts before January 1 for approval for the entire calendar year.

Current contracts

On any given day, each racetrack that sends or receives simulcast signals is subject to two simulcast agreements: an "intrastate simulcast agreement" which is only in effect on a Nebraska live race day, and an "individual racetrack agreement" which is in effect all other days of the year. The Nebraska HBPA is the author and custodian of all simulcast contracts and is a party to all agreements.

Intrastate simulcast agreement

The interstate simulcast agreement is required by the federal Interstate Horseracing Act of 1978. The Act essentially mandates that all racetracks within a state enter a contract governing intrastate simulcast rules and purse withholdings while a racetrack is running a live race day in that state. In Nebraska, all four Thoroughbred tracks that simulcast (all except Atokad), along with the Nebraska HBPA, co-sign one omnibus contract that governs purse distributions and host fees while a Nebraska track is running a live race day. Such a contract fulfills the requirements of the Act. The term of this contract is for the full year. With Atokad intending to simulcast its signal within Nebraska, Atokad will be joining the intrastate simulcast agreement in 2025.

Individual racetrack agreement

The Interstate Horseracing Act of 1978 also requires that if a racetrack is receiving a simulcast signal from another state, a contract must exist between a racetrack and its HBPA for "dark days", i.e., days in which no racetrack in the state is running live. When intrastate and interstate simulcasting were passed in Nebraska, the state laws were crafted to mirror the federal law by (1) requiring a racetrack to enter a contract with the HBPA and the other Nebraska racetrack(s) to receive in-state simulcast signals which are not governed by the Interstate Horseracing Act, and (2) requiring contracts with the HBPA for interstate simulcasting. To meet the first requirement, the intrastate agreement described above was drafted to include permissions for instate simulcasting alongside interstate simulcasting. To meet the second state requirement, the individual track agreements were created to serve as the agreement to allow interstate simulcasting, and this simultaneously fulfills the requirement under the Interstate Horseracing Act for having a contract for dark days. Thus, all state and federal requirements are met. These individual racetrack agreements are the contracts that begin and terminate multiple times per year.

The current request to the Commission is to implement a term of a full year for the individual racetrack agreements rather than having them expire with each race meet. If the change is approved, the HBPA and racetracks would not need to repeatedly ask for approval of the individual racetrack agreements multiple times per year from the Commission. Therefore, the terms of both the individual racetrack agreements and intrastate simulcast agreement would be for a full year, and language in the individual racetrack agreements would call for those agreements to defer to the intrastate simulcast agreement on any Nebraska live race day.

Historical contract procedures

Collectively, the two simulcast contracts governed how much of the simulcasting handle each racetrack was to withhold for purses. Prior to the passage of casino gaming, simulcasting income was the primary source of purses (and most other revenues) at Nebraska racetracks. This was true at both the non-HBPA racetracks as well as the two HBPA racetracks. Because all Nebraska racetracks theoretically did more handle when a Nebraska track was running live and collectively all tracks were required to meet the minimum total number of live race days, the tracks agreed to subsidize other racetracks' purses with their own simulcast revenues. Therefore, the terms of these contracts were a critical determinant in the health of the Nebraska racing industry, where insufficient withholdings would make purses too low to sustain racing, while excessive holdings placed too heavy a financial burden on racetracks to operate.

Finding a balance of the optimal withholdings was a frequent point of contention between the racetracks and the Nebraska HBPA. As a result, negotiations could become tense and could result in simulcasting shutdowns and even lawsuits. The Racing Commission played a key role in adjudicating and/or encouraging the resolution of disputes between the parties. The terms of the contracts were monitored closely and audited by the parties to the contracts.

To calculate purse withholdings, the contracts allowed racetracks to deduct various expenses from the simulcast revenue, and of the remaining net revenue, a specified portion was to be withheld for purses. The calculation of the correct purse withholdings and host fees was enormously complex and considered expenses for mutuel tellers, security personnel, and satellite time rental, to name a few. One noteworthy deduction was the sending racetracks' host fees – i.e., the amount an out-of-state racetrack would charge the Nebraska receiving track to take its signal – which is why the host fees appear on the list of approved racetracks.

In about 2022 with the opening of several temporary casinos, the racetracks started becoming more independent of each other. The casinos became the primary source of purse revenues as the overall industry trend of declining simulcast handles continued. The racetracks and the HBPA no longer wanted, nor needed, to invest such time in monitoring these simulcast contracts as the simulcast revenues were now a much smaller portion of the total purses at a racetrack. Accordingly, the HBPA and racetracks agreed to simplify the calculation of the purse withholdings to be a straight percentage of the simulcast commission and breakage retained by a racetrack rather than trying to account for various operational expenses as deductions against revenues. The host fees, which are still reported to the Commission for approval as a relic of the past contract approval procedures, are no longer relevant to the simulcast contracts.

Simulcast revenues are still an important source of purse funding, and because of that, these contracts are still important. However, the intense scrutiny of these contracts is no longer needed as other revenues are now the primary source purse funding. As a result, the racetracks and HBPA are asking to reduce the need for approvals to once per year. If disputes begin arising in the future, the Commission may of course resume more frequent approvals if it feels such approvals and monitoring are warranted.

Respectfully submitted,

Thoroughbred Racetracks of Nebraska (TRON)

Mark Landis - FON

Mark Landis, President (Fonner Park)

Lori Thomas - LEG

Lori Thomas, Vice President (Legacy Downs)

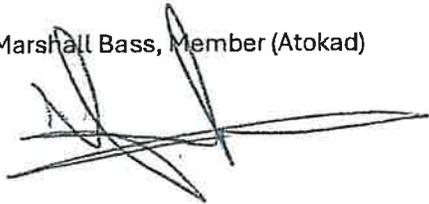
Dan Clarey - HCN

Dan Clarey, Member (Harrehs Columbus Nebraska))

Allie Harless - HPO

Allie Harless, Member (Horsemen's Park)

Marshall Bass, Member (Atokad)

A handwritten signature consisting of several overlapping, sweeping lines, likely representing the name Marshall Bass.

SIMULCAST AGREEMENT 2025

Fonner Park

(May 9 through December 31, 2025)

It is hereby agreed between "Fonner Park" and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc. hereinafter referred to as "HBPA", that Fonner Park has the permission of the HBPA to interstate simulcast from the attached list of locations for their respective fees.

The permission of the HBPA is expressly granted on the condition that Fonner Park shall withhold for purses twenty-five percent (25%) of the commission and breakage received from simulcast handle when acting as the receiving track, except during the week of the Breeders' Cup for which Fonner Park shall withhold twenty percent (20%) for purses. Fonner Park shall also withhold fifty-five one-hundredths of one percent (0.55%) of the commission and breakage for the Nebraska HBPA. Fonner Park will allow the Nebraska HBPA to have electronic access to itemization of these funds, identified in common usage as track handle for each track with which it does business.

Parties further agree that all interstate simulcasting revenues dedicated for purse money shall be escrowed in a financial institution to bear interest and such interest shall be paid to the Nebraska HBPA Employee Benefit Trust Fund at the start of their succeeding live thoroughbred race meet and further that Fonner Park shall give supporting documentation and an accounting of these funds to the HBPA on a weekly basis

Parties further agree that whenever a Nebraska licensed thoroughbred racetrack is running a scheduled live race day, the terms and conditions of the "5 Track Intrastate Simulcasting Agreement" shall supersede any provisions of this contract.

It is further agreed by and between the parties that either party may cancel this agreement upon 48 hours written notice.

Dated this 9 day of May, 2025.



Gerald "Wally" Wollesen
President, HBPA



Chris Kotulak
C.E.O., FONNER PARK

Approved by the State Racing Commission:



Casey Ricketts, Executive Director

5/9/25 date

Dennis Lee, Chairman

Exhibit A - 2025 Import

Aqueduct-7.25%	Delaware Park-4.50%	Keeneland-4.35%	Sam Houston-3%
Arapahoe Park-3%	Delta Downs-3.50%	Kentucky Downs-5.5%	Santa Anita Park-6.15%
Arizona Downs-3.25%	Downs at Albuquerque-3%	Laurel Park-4.75%	Santa Rosa-4.65%
Arlington-5%	Dubai Racing UK-6.5%	Lone Star Park-3.75%	Saratoga-7.25%
Assiniboia Downs-3%	Ellis Park-5%	Los Alamitos-6.15%	(Travers Stakes) 9.25%
Belmont-7.25%	Emerald Downs-3.75%	Louisiana Downs-3.25%	Saudi Cup-5.5%
(Belmont)-9.25%	Evangeline Downs-3.5%	Mahoning Valley-3%	Sha Tin-6%
Belterra Park-3%	Fair Grounds-5%	Monmouth Park-4.75%	SIS Australia-3%
Canterbury-4.50%	Fair Meadows-3.25%	Mountaineer Park-3%	Sky World Australia-3%
Century Downs-3%	FanDuel (Fairmount)-3.75%	Oaklawn Park-5%	Sonoma County Fair-5%
Century Mile-3%	Finger Lakes-3%	Parx-3%	Sunland Park-4%
Charles Town-3%	Fort Erie-3%	Penn National-3%	Sunray Park-3%
Churchill Downs-8%	Grants Pass-3.50%	Pimlico-4.75%	Tampa Bay Downs-5.75%
(Kentucky Derby/Oaks)-10.80%	Gulfstream Park-6%	(Preakness)-10.20%	Thistledown-3.75%
(Kentucky Derby/ Oaks & Futures-8%)	Happy Valley-6%	(Black Eyed Susan)-10.20%	Timonium Fair-3%
Colonial Downs-5%	Hastings-3%	Prairie Meadows-3%	Turf Paradise-3.375%
Columbus	Hawthorne-3.25%	Presque Isle-4.5%	Turfway-5%
Del Mar-6.15%	Horseman's Park	Remington Park-3%	Will Rogers Downs-3.25%
	Horseshoe Indianapolis-4%	Retama-3%	Woodbine-3.5%
			Zia Park-3%

California Tracks Add 0.5% on Exotics

INTERSTATE SIMULCASTING EXPORT
AGREEMENT 2025

Legacy Downs

(May 9, 2025, through December 31, 2025)

It is hereby agreed between Legacy Downs and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc., hereinafter referred to as "Fonner" and "HBPA" respectively that Legacy has the permission of the HBPA to interstate simulcast their 2025 full card to the attached list (Exhibit A) of locations for their respective fees.

This consent is given pursuant to our present contract and expressly conditioned on the understanding (1) that any thoroughbred racetrack approved as an interstate off-track betting outlet maintains a contract with the applicable thoroughbred horseman's group as defined in the 1978 Interstate Horseracing Act; (2) that present circumstances at any approved OTB outlet do not materially change hereafter such that live thoroughbred horseracing becomes threatened or adversely affected, (3) that no approved OTB outlet combines with other OTB outlets to threaten not to, or refuse to purchase interstate simulcasts except upon similar terms and conditions for purchase being made to each of any combination of such outlets; and (4) that all approved OTB outlets obtain all other consents or approvals required by the 1978 Interstate Horseracing Act.

The Nebraska HBPA expressly reserves the right to rescind this consent hereafter should any of the foregoing conditions be violated. Furthermore, redissemination of any interstate simulcast for off-track wagering purposes to any OTB outlet not specifically identified in the original or any amended requests for consent of the Nebraska HBPA is prohibited without express notice to, and further consent being obtained from the Nebraska HBPA.

It is understood and agreed by the parties hereto that when permission is sought by the racetrack to send its simulcast signal of live racing to specific receiving facilities, that the permission granted by the horsemen's group is for the signal to go only to the facilities set out in the request, and does not authorize the recipient to re-disseminate the signal to facilities not named in the request,

It is agreed by the parties hereto that the sending racetrack warrants to the horsemen's group that its simulcast signal will be sent only to listed recipients who, by contract, agree not to re-disseminate this signal without the written permission of the sending track, which will give this approval only after any

additional recipients are approved by the horsemen's group representing the majority of horsemen at the sending track.

The permission of the HBPA is expressly granted on the condition that the amount of revenue be split between Legacy and the HBPA as follows: 50% of the initial track share to LEGACY, 49% of the initial track share for purses at LEGACY and 1% of the initial track share to the Nebraska HBPA. Initial track share is defined as the total commission and break less statutory expenses, (the pari-mutuel tax, racing commission fund and breeders fund contribution), and deductions of the host track decoder, data line, actual television expense, and tote equipment, net to share.

Parties agree that all interstate simulcasting revenues dedicated for purse money shall be paid to the Nebraska HBPA Horsemen's Bookkeeper account in the week that the money is collected and further that Legacy shall give an accounting of these funds to the HBPA on a weekly basis. Also, Legacy will be responsible for collecting all revenues due from all guest sites. The actual revenue amounts will be determined by the liability reports. Liability report means the source document issued by either the tote company or TRPB that lists itemized handle by track, along with the commission and break for each signal: Legacy will also allow the Nebraska HBPA to have electronic access to itemization of these funds, identified in common usage as track handle for each track with which it does business.

It is further agreed by and between the parties that either party may cancel this Amending Agreement upon 48 hours written notice.

DATED THIS 9 DAY OF May, 2025



Gerald "Wally" Wollesen, President

Nebraska HBPA



Lori Thomas

Legacy Downs

DATE APPROVED BY NRG

May 9, 2025

Casey Ricketts, Executive Director or Assignee

Casey Ricketts

Dennis Lee, Chairman



January 1, 2025

NE Racing Commission
Lincoln, NE

RE: Simulcast Request for Horsemen's Park

The following simulcasting track list is submitted for your approval. We are seeking approval from January 1 through December 31, 2025.

TRACK	RATE	TRACK	RATE
Aqueduct	6.75%	Horseshoe Indianapolis (Indiana)	4.00%
Arapahoe Park	3.00%	Keeneland	4.35%
Belmont	7.00%	Kentucky Downs	5.50%
Belmont Stakes Day	9.25%	Laurel (Maryland Jockey Club)	4.75%
Belterra	3.00%	Legacy Downs	
Breeders' Cup @ Del Mar	10.1% & 10.6%	Lone Star	3.75%
CA Fairs (All)	4.4% & 4.9%	Los Alamitos	6.15% & 6.65%
Canterbury	4.50%	Louisiana Downs	4.50%
Charles Town	3.00%	Mahoning Valley	3.00%
Churchill	8.00%	Meadowlands Harness	3.50%
Kent Derby & Related Races	10.80%	Mohawk	3.00%
Derby Futures	8.00%	Monmouth Park	4.75%
Colonial Downs	5.00%	Monmouth @ Meadowlands	4.75%
Columbus Races		Mountaineer	3.00%
Del Mar	6.15% & 6.65%	Northfield Harness	3.00%
Delaware Park	4.50%	Oaklawn	5.00%
Delta Downs	3.25%	Parx	3.00%
Dubai World Cup	5% & 6%	Penn	3.00%
Ellis Park	5.00%	Pimlico (Maryland Jockey Club)	4.75%
Emerald Downs	3.75%	Preakness & Black Eyed Susan	10.20%
Evangeline Park	3.25%	Prairie Meadows	3.00%
Fairgrounds	5.00%	Presque Isle	4.50%
Finger Lakes	5.00%	Remington Park	3.00%
Fonner Park		Sam Houston	3.25%
Gulfstream	6.00%	Santa Anita	6.15% & 6.65%
Gulfstream Park West	6.00%	Saratoga	7.25%
Gulfst Pegasus World Cup	10.20%	Saratoga Travers Stakes	9.25%
Hawthorne	3.50%	Saudi Cup Races	5.50%
Horsemen's Park		Sunland Race Track	3.00%

(402) 731-2900

Horsemen's Park.com
6303 Q Street
Omaha, NE 68117

Tampa Bay Downs	5.75%
Thistledowns	3.50%
Turf Paradise	3.375%
Turfway	5.00%
Will Rogers Down	3.25%
Woodbine	3.00%
Woodbine Harness	3.00%
Zia Park	3.00%

Please let us know that we have your approval.

Sincerely

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

Horsemen's Park
Chief Operating Officer

SIMULCAST AGREEMENT 2025

Columbus Exposition and Racing
(May 9 thru December 31, 2025)

It is hereby agreed between Columbus Exposition and Racing and the Nebraska Division of the Horsemen's Benevolent & Protective Association, Inc. hereinafter referred to as "C.E.R." "HBPA" respectively, that C.E.R. has the permission of the HBPA to interstate simulcast from the attached list of locations for their respective fees.

The permission of the HBPA is expressly granted on the condition that C.E.R. shall withhold for purses thirty percent (30%) of the commission and breakage received from simulcast handle when acting as the receiving track, except during the week of the Breeders' Cup for which C.E.R. shall withhold twenty-five percent (25%) for purses. C.E.R. shall also withhold fifty-five one-hundredths of one percent (0.55%) of the commission and breakage for the Nebraska HBPA. C.E.R. will allow the Nebraska HBPA to have electronic access to itemization of these funds, identified in common usage as track handle for each track with which it does business.

Parties further agree that all interstate simulcasting revenues dedicated for purse money shall be escrowed in a financial institution to bear interest and such interest shall be paid to the Nebraska HBPA Employee Benefit Trust Fund at the start of their succeeding live thoroughbred race meet and further that C.E.R. shall give supporting documentation and an accounting of these funds to the HBPA on a weekly basis.

Parties further agree that whenever a Nebraska licensed thoroughbred racetrack is running a scheduled live race day, the terms and conditions of the "5 Track Intrastate Simulcasting Agreement" shall supersede any provisions of this contract.

It is further agreed by and between the parties that either party may cancel this agreement upon 48 hours written notice.

Dated this 8th day of May, 2025

Garald W. Wollesen

Garald "Wally" Wollesen
President, HBPA

Dan Clarey

Dan Clarey
C.E.R.

Approved by the State Racing Commission:

Casey Ricketts

Casey Ricketts, Acting Executive Director

5/9/25 date

Columbus Exposition & Racing Legacy Meet Import Tracks
5/9/2025-6/8/2025

Import

Belmont At The Big A	7.25%	5/1/2025-7/6/2025
Canterbury Park	4.25%	5/24/2025-9/20/2025
Charles Town	3.00%	01/02/2025 - 12/13/2025
Churchill Downs	8.00%	4/26/2025-6/29/2025
Colonial Downs	4.50%	3/13/25-3/15/25
Delaware Park	4.25%	5/14/2025-10/11/2025
Evangeline	3.00%	4/2/2025-8/23/2025
Emerald Downs	4.00%	4/27/2025-9/7/2025
Gulfstream Park	6.00%	4/3/2025-8/31/2025
Hawthorne	3.25%	3/27/2025-11/3/2025
Horseshoe Indianapolis	4.00%	4/15/2025-11/13/2025
Laurel Park	4.75%	5/23/2025-6/29/2025
Lone Star	4.75%	4/17/2025-7/13/2025
Monmouth Park	4.75%	5/10/2025-9/14/2025
Parx Racing	3.00%	01/01/2025 - 12/31/2025
Penn National	3.00%	01/01/2025 - 12/19/2025
Pimlico	5.00%	5/9/2025-5/17/2025
Prairie Meadows	3.00%	5/9/2025-9/27/2025
Santa Anita	6.59%	4/18/2025-6/15/2025
Saratoga	7.00%	6/4/2025-7/6/2025
Woodbine	3.25%	4/26/2025-12/14/2025

Legacy Downs 5/9/2025-6/8/2025

COLUMBUS/CER



June 9, 2025

Casey Ricketts, Executive Director
NE State Racing Commission
3401 Village Drive, Ste. 100
Lincoln, NE 68516

RE: CER and Columbus Races 2025 Racing Officials
CER, d/b/a Harrah's Columbus respectfully submits the following Racing Officials for review and approval for our 2025 Race Meet.

State Stewards & Placing Judges
Stewards & Placing Judges
Racing Secretary & Handicapper
Starter
Identifier/Paddock Judge
TRPB Digital Tattoo Technician
Clerk of Scales/Clocker
Track Announcer
Outrider
Outrider
Program Coordinator
Racing Office Secretary
Horsemen's Bookkeeper
Mutuel Manager
Photo Finish
Track Maintenance
Stall Man

Mike Corey
Dennis Kochevar, Doug Schoepf
Dan Coughlin
Scott Peers
Fred Ecoffey
Denny Hall
Fred Ecoffey
Gary Schaaf
Amanda Brock
Bill Krause
Bill Hodtwalker
Laronda Holland
Deb Peers
Tyler Smith
Trident Network Services
Richard "Moe" Nye
Richard "Moe" Nye

Sincerely,

Dan Clarey

Dan Clarey



June 10, 2025

Casey Ricketts, Executive Director
NE State Racing Commission
3401 Village Drive, Ste. 100
Lincoln, NE 68516

RE: CER request for Pick 4 and Pick 5 carryovers

CER is requesting that it be allowed to carryover Pick 4 and Pick 5 pools when there are no bettors who correctly select the winners in all of the offered races. If no bettor selects all 4 winners in the Pick 4 the entire pool would be carried over to the next live race day. If no bettor selects all 5 winners in the Pick 5, a consolation pool would be paid to bettors who select the most winners in the Pick 5, consisting of 25% of the total pool with 75% being carried to the next live race day. All pools will be paid out on the final day of live racing.

Sincerely,

Dan Clarey

Dan Clarey

NEBRASKA

Good Life. Great Opportunity.

NEBRASKA RACING & GAMING COMMISSION

Governor Jim Pillen

June 13, 2025

Harrah's Columbus
5944 Howard Blvd
Columbus, NE 68601

RE: CER Request for Pick 4 and Pick 5 Carryovers

I, Casey Ricketts, Executive Director of the Nebraska Racing and Gaming Commission, have reviewed and do hereby approve CER's request for Pick 4 and Pick 5 carryover wagering for the 2025 race meet.

Thank you,

Sincerely



Casey Ricketts
Executive Director
Nebraska Racing & Gaming Commission

Casey Ricketts, Executive Director

Nebraska Racing and Gaming Commission

3401 Village Dr Ste 100
Lincoln, Nebraska 68516

OFFICE 402-471-4155
NRGC.nebraska.gov





June 12, 2025

Casey Ricketts, Executive Director
NE State Racing Commission
3401 Village Drive, Ste. 100
Lincoln, NE 68516

RE: CER and Columbus Races 2025 Import/Export tracks
CER, d/b/a Harrah's Columbus requests permission to export their signal to the following locations outside of Nebraska:

Woodbine, Canada (see attached list of Guest Facilities and account wagering sites).

NYRA Content Management-International (See attached list of sites)

Export Fee will be 3% of pari mutuel or private pool wagers.

Sincerely,

Dan Clarey

Dan Clarey

June 13, 2025

Harrah's Columbus
5944 Howard Blvd
Columbus, NE 68601

RE: CER and Columbus Races 2025 Signal Export Request

I, Casey Ricketts, Executive Director of the Nebraska Racing and Gaming Commission, have reviewed and do hereby approve CER, d/b/a Harrah's Columbus' request to export their signal for the 2025 race meet to the following locations outside of Nebraska:

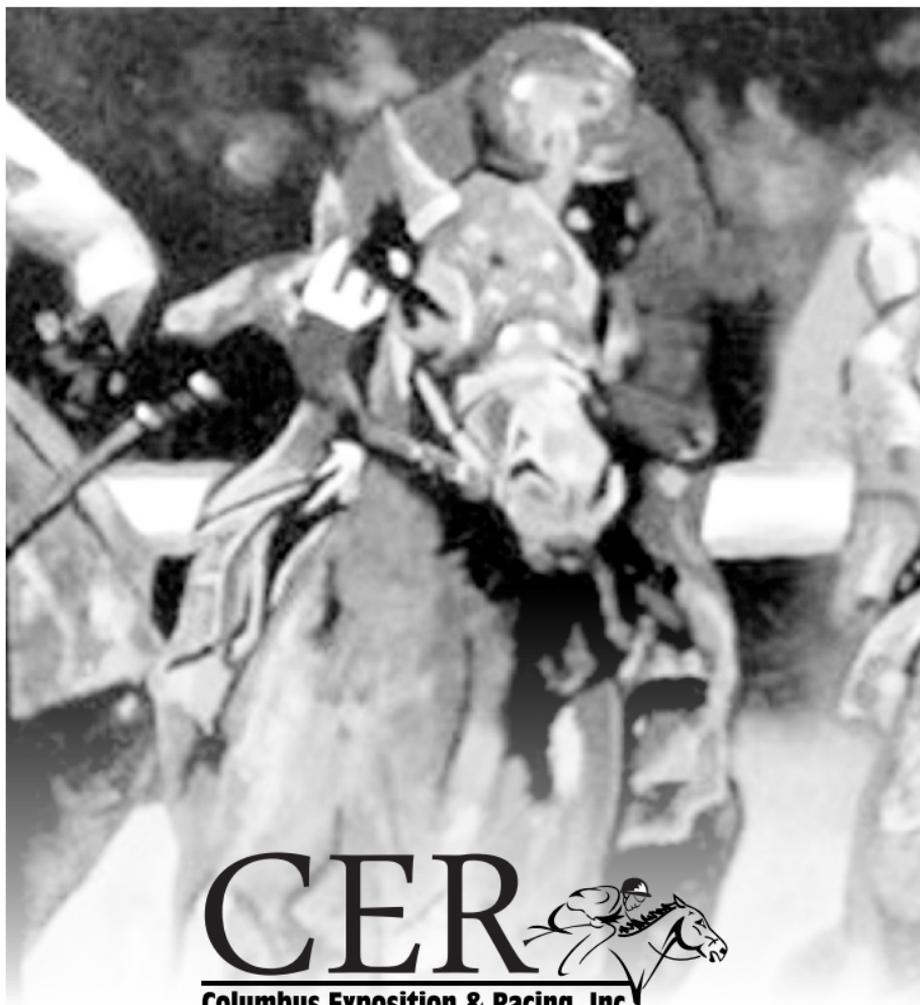
- Woodbine, Canada (as listed in the attached Guest Facilities and account wagering sites)
- NYRA Content Management – International (as listed in the attached site list)

Thank you,
Sincerely



Casey Ricketts
Executive Director
Nebraska Racing & Gaming Commission





CER 
Columbus Exposition & Racing, Inc.

HARRAH'S COLUMBUS RACES

HCN - Harrah's • Columbus, Nebraska

2025 Meeting - 15 Racing Days

June 13 - July 13

blank inside
cover

GENERAL INFORMATION

Welcome to the Columbus Racetrack and Columbus! We hope your stay with us will be both enjoyable and profitable. Our racing staff is at your disposal and will try to assist you in any way it can.

Columbus Races reserves the right to approve stalls for all horses. Nomination to all stakes does not insure a stall. Columbus Races reserves the right to re-assign any unclaimed stalls at that time.

After horses have been registered in the Racing Office Listing their owners, no horse will be transferred (unless claimed during the meeting) without permission of the Stewards, who will require a NOTARIZED bill of sale from the registered owner.

All heel-nerved, mares in foal, and blind or substantially impaired vision horses must be reported to the Racing Secretary by the trainer when the horse's foal papers are registered for racing. Owners and trainers must claim correct allowances and state penalties at the time of entry and are solely responsible if a horse starts with the wrong weight and is therefore disqualified.

Permission to change equipment must be secured at the time of entry from the Paddock Judge. Changes to or from blinkers or flipping halter must be approved by the Starter.

Owners and trainers are requested to see that their grooms and attendants are neatly and cleanly dressed when taking horses to the paddock.

Owner or trainer is required to deposit Jockey Fees with the Horseman's Book-keeper before post time on the day of the race. Failure to do so may result in the horse being declared out of the race.

Claims must be deposited at least ten minutes before post time for the race in which the horse to be claimed is racing.

Dogs are permitted in the trailer park area only! (Not in the barn area). Dogs that impose a health problem or a disturbance will be asked to leave.

The Association reserves the right to change or withdraw entirely any unclosed race.

The above rules in no way supersede the rules of racing adopted by the Nebraska State Racing Commission which govern all races run over this course. You are strongly urged to pick up a rule book from the Commission.

Dan Coughlin
Racing Secretary

Racing Office Phone:
1-402-310-4038

HARRAH'S COLUMBUS NEBRASKA STAKES SCHEDULE

Closing Saturday, June 14, 2025

Friday, June 20, 2025

\$15,000 Added



Amadevil Stakes

For Three Year Olds and Upward

Six Furlongs

Closing Saturday, June 21, 2025

Friday, June 27, 2025

\$15,000 Added



Columbus Maturity/Matron Stakes

For Fillies And Mares Three Year Olds and Upward

Six Furlongs

Closing Saturday, June 28, 2025

Friday, July 4, 2025

\$17,500 Added

Denny Hall Stakes

For Three Year Olds and Upward

Six Furlongs

Closing Saturday, June 28, 2025

Saturday, July 5, 2025

\$15,000 Added



Columbus Breeders' Special (Colts and Geldings)

For Colts And Geldings Three Year Olds

Six Furlongs

Closing Saturday, June 28, 2025

Sunday, July 6, 2025

\$15,000 Added



Columbus Breeders' Special (Fillies)

For Fillies Three Year Olds

Six Furlongs

Closing Saturday, July 5, 2025

Saturday, July 12, 2025

\$17,500 Added

Callie Witt Stakes

For Fillies And Mares Three Year Olds and Upward

Six Furlongs

JOCKEY MOUNT FEES

PURSE	WINNER WIN PURSE	SECOND MOUNT	THIRD MOUNT	LOSING MOUNT
0 - 4,999	10%	70.00	60.00	55.00
5,000 - 9,999	10%	80.00	65.00	60.00
10,000 - 14,999	10%	5%	75.00	65.00
15,000 - 24,999	10%	5%	5%	70.00
25,000 - 49,999	10%	5%	5%	80.00
50,000 - 99,999	10%	5%	5%	95.00
100,000 & UP	10%	5%	5%	120.00

DIVISION OF PURSES

FIRST	SECOND	THIRD	FOURTH	FIFTH
60%	20%	12%	5%	3%

SPECIAL THANKS

Special Thank You to the Nebraska HBPA & NTBA for their support of the 2024 race meet and for all their efforts in moving the Nebraska racing industry forward.

Also, Special Thanks to Caesars/ Harrahs and Joe Morris for their commitment to making a new racetrack in Columbus a "REALITY."

Management and NTBA reserves the right to cancel a breed Nebraska bred stakes race if there is not a minimum of 4 entries.

IMPORTANT

It is understood that all persons participating in this race meet (acting on behalf of themselves, or their principals, or their agents or employees) agree to make no claim against the Columbus Races or anyone acting by, for or through them, for loss, damage or injury to any property, animal or person resulting from any cause, including any negligence of any person connected with any of the activities of Columbus Races and said participants agree to indemnify and hold said corporation and persons harmless from any claims arising by reason of negligence of any person or other employee or the acts of their animals. All participants should report to the General Manager of said Association any infraction of any of the rules and regulations by any person in or upon the premises of Columbus Races.

WORKERS' COMPENSATION

Regarding Nebraska Workers' Compensation Law and Columbus Races 2021 race meeting, when you register foal papers in the racing office for the first time, you'll be required to state either:

- a) That you have at least one employee (at which time you will provide a certificate of Workers' Compensation Insurance for us to keep on file.) **or -**
- b) That you have no employees (at which time you will sign and have notarized an affidavit which so states.)

ATTENTION HORSEMEN

SCREENING RULE:

All horses over twelve (12) years old are ineligible.

MEETING ELIGIBILITY REQUIREMENTS DOES NOT IMPLY AUTOMATIC STALL APPROVAL.

SCRATCH RULES:

In all races, horses will be allowed to scratch down to a minimum of eight (8) starters without reason. All declarations must be made in writing by 9:00 AM on the day prior to race day. Any scratch after this time will not be allowed without a valid reason. All horses scratched at Agricultural Park shall be by permission of the Stewards only.

COGGINS TEST:

Requirement of a negative Coggins (equine infectious anemia) test on horses over six months of age imported into Nebraska.

Rule 9.001.15- Requirement of a valid health certificate upon the arrival of a horse at a Nebraska track for the first time in a calendar year.

WORK RULE

First time starters and horses which have not started in the last twelve (12) months shall have two (2) credible works. First time starters must have one (1) credible work from the gate. Horses which have not started within the last 90 days shall have one (1) credible work.

All horses entering the grounds must have been vaccinated with an FDA approved virus vaccine for EVH-1.

Stallman-Scott Peers 1-308-238-2817

ENTRY SCHEDULE FOR THE MEETING

<u>RACE DAY</u>	<u>ENTRY DAY</u>	<u>SCRATCH TIME</u>
Friday	Tuesday	Thursday
Saturday	Wednesday	Friday
Sunday	Thursday	Saturday
Monday (9/2)	Friday	Sunday

LASIX CARDS

FUROSIMIDE - SALIX

Enforcement of Rules 9.001.30 thru 9.001.30 C, and 9.001.33 is hereby suspended until further notice.

Horses may run on Furosimide (Salix) at the discretion of the owner or trainer provided that the entry of a horse must reflect the intent of the owner or trainer with respect to a decision to run on Furosimide.

Rule 9.001.31 concerning dosage, route of administration, and time of administration; and, Rule 9.001.32 requiring permission of the stewards to cease administration of furosimide for a horse that ran on Furosimide in a prior race shall remain in effect.

NOTICE TO ALL OWNERS AND TRAINERS

Any Owner or Trainer employing unlicensed help will be held completely responsible for all medical bills incurred by such help as a result of an accident at Columbus Races.

Any Owner or Trainer employing unlicensed help is subject to disciplinary action by the Stewards.

NEBRASKA THOROUGHBRED BREEDERS DEVELOPMENT FUND (N.T.B.D.F.)

In 1983 Nebraska passed legislation that would provide for a fund to promote thoroughbred breeding and racing in Nebraska.

This fund is generated by 1% of the wagering at the Nebraska thoroughbred racing facilities.

At all Nebraska tracks, monetary awards are paid to the breeders, stallion owners and owners of Certified Nebraska breds.

If there is an overage of money in the funds, bonuses may be paid. These bonus checks can be quite substantial and have proven to be a boost to the racing facility.

In 2018, nearly \$1,000,000 from the NTBDF was paid to the breeders, stallion owners and to the owners of Certified Nebraska Bred horses.

The NTBA (Nebraska Thoroughbred Breeders' Association) works for all who are interested in the thoroughbred racing industry in our state.

**IT PAYS TO BREED AND OWN A
CERTIFIED NEBRASKA BRED**

SWEEPSTAKES NOTICE

In case a race is declared off due to lack of sufficient entries, nomination and entry fees will be returned on all horses that were entered and have paid the starting fee. Nominating fees on horses that do not enter and pay the starting fee, will be paid to the Nebraska Thoroughbred Breeders Association for the promotion of the breeding industry in Nebraska.

No stable reservation or entry in any race will be received except upon the condition that all disputes, claims and objections arising out of the racing or with respect to the interpretation of any rules or conditions of races of otherwise shall be decided by the Nebraska Racing Commission, the Stewards of the meeting or the Association and such decisions upon all points shall be final.

The Management reserves the right to cancel this event, without notice, at any time prior to the actual running thereof, and to cancel any nomination for event without liability except for return of the entrance money.

Dogs are not permitted in the stable area! Dogs are permitted in the trailer court only if they are on a leash!

IMPORTANT

It is understood that all persons participating in this race meet (acting on behalf of themselves, or their principals, or their agents or employees) agree to make no claim against Columbus Exposition & Racing, Columbus Races, or anyone acting by, for, or through them, for loss, damage or injury to any property, animal or person resulting from any cause, including any negligence of any person connected with any of the activities of the Columbus Races, and said participants agree to indemnify and hold said corporations and persons harmless from any claims arising by reason of the negligence of any person or other employees or the acts of their animals. All participants should report to the General Manager of said Association any infraction of any of the rules and regulations by any person in or upon the premises of race track premises.

The owner and trainer shall be responsible for disclosure at or prior to time of entry, any past performances affecting the eligibility, or penalties or allowances of weight, if such past performances are not disclosed on an official win record that is a part of, or is attached to, the foal registration certificate.

FIRST DAY -- Friday, June 13, 2025
(Entries Close on Tuesday, June 10, 2025)

1	FIRST RACE	CERTIFIED NE BRÉD ALLOWANCE
	PURSE \$10,100. FOR CERTIFIED NE BRÉD THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
		SIX FURLONGS

2	SECOND RACE	CLAIMING
	PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$2,500	
		SIX FURLONGS

3	THIRD RACE	CLAIMING
	PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$2,500	
		FIVE FURLONGS

4	FOURTH RACE	CLAIMING
	PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000	
		SIX FURLONGS

5	FIFTH RACE	CLAIMING
	PURSE \$6,700. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE JANUARY 13, 2025.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000	
		FIVE FURLONGS

FIRST DAY -- Friday, June 13, 2025
(Entries Close on Tuesday, June 10, 2025)

6	SIXTH RACE	CLAIMING
	PURSE \$6,400. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000	
		SIX FURLONGS

7	SEVENTH RACE	MAIDEN
	PURSE \$7,900. FOR MAIDENS, TWO YEARS OLD.	
	Weight	122 lbs.
		FIVE FURLONGS

8	EIGHTH RACE	STARTER OPTIONAL CLAIMING
	PURSE \$7,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$5,000 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$10,000.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$10,000, Nebraska Claiming Price \$15,000	
		SIX FURLONGS

S1	SUBSTITUTE RACE NO 1 CERTIFIED NE BRED ALLOWANCE OPTIONAL CLAIMING	
	PURSE \$10,100. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES OR CLAIMING PRICE \$7,500.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$7,500	
		SIX FURLONGS

S2	SUBSTITUTE RACE NO 2	CLAIMING
	PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000	
		ONE MILE AND SEVENTY YARDS

SECOND DAY -- Saturday, June 14, 2025
(Entries Close on Wednesday, June 11, 2025)

1 **FIRST RACE** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$10,100. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES.
Three Year Olds 121 lbs. Older 125 lbs.
 **SIX FURLONGS**

2 **SECOND RACE** **CLAIMING**
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500
ONE MILE AND SEVENTY YARDS

3 **THIRD RACE** **CLAIMING**
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500
SIX FURLONGS

4 **FOURTH RACE** **CLAIMING**
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500
SIX FURLONGS

5 **FIFTH RACE** **CLAIMING**
PURSE \$7,000. FOR THREE YEAR OLDS AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000, Nebraska Claiming Price \$6,500
FIVE FURLONGS

SECOND DAY -- Saturday, June 14, 2025
(Entries Close on Wednesday, June 11, 2025)

6 **SIXTH RACE** **CLAIMING**
PURSE \$6,700. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE JANUARY 14, 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

7 **SEVENTH RACE** **CLAIMING**
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500
(Claiming Races For \$2,500 Or Less Not Considered In Eligibility)

ONE MILE AND SEVENTY YARDS

8 **EIGHTH RACE** **MAIDEN CLAIMING**
PURSE \$5,500. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

FIVE FURLONGS

S1 **SUBSTITUTE RACE NO 1 CERTIFIED NE BRED ALLOWANCE OPTIONAL CLAIMING**
PURSE \$10,100. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES OR CLAIMING PRICE \$7,500.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$7,500



SIX FURLONGS

S2 **SUBSTITUTE RACE NO 2** **CLAIMING**
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

FIVE FURLONGS

THIRD DAY -- Sunday, June 15, 2025
(Entries Close on Thursday, June 12, 2025)

1 **FIRST RACE** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$9,600. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
 **SIX FURLONGS**

2 **SECOND RACE** **CLAIMING**
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000
FIVE FURLONGS

3 **THIRD RACE** **ALLOWANCE**
PURSE \$8,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
ONE MILE AND SEVENTY YARDS

4 **FOURTH RACE** **CLAIMING**
PURSE \$7,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000, Nebraska Claiming Price \$6,500
SIX FURLONGS

5 **FIFTH RACE** **CLAIMING**
PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500
FIVE FURLONGS

THIRD DAY -- Sunday, June 15, 2025
(Entries Close on Thursday, June 12, 2025)

6 **SIXTH RACE** **MAIDEN CLAIMING**
PURSE \$5,500. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

7 **SEVENTH RACE** **STARTER ALLOWANCE**
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A
CLAIMING PRICE OF \$2,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

8 **EIGHTH RACE** **CLAIMING**
PURSE \$7,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

(Claiming Races For \$4,000 Or Less Not Considered In Eligibility)

SIX FURLONGS

S1 **SUBSTITUTE RACE NO 1** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$9,600. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND
UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.



SIX FURLONGS

S2 **SUBSTITUTE RACE NO 2** **CLAIMING**
PURSE \$6,700. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE JANUARY
15, 2025.
Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

Closing Saturday, June 14, 2025

Amadevil Stakes

Purse \$15,000 Added

Three Year Olds and Upward - Six Furlongs

CERTIFIED NE BRED

(To be run Friday, June 20, 2025)

**FOURTH DAY -- Friday, June 20, 2025
(Entries Close on Tuesday, June 17, 2025)**

1 **FIRST RACE** **CERTIFIED NE BRED STAKES**
The 23rd Running of
Amadevil Stakes
\$15,000 Added



AN ALLOWANCE STAKE FOR THREE YEAR OLDS AND UPWARD, BRED IN NEBRASKA. Purse \$15,000-added. No nomination fee with \$50 to pass the entry box and an additional \$50 start. With \$15,000-added of which 60% of the total monies to the winner; 20% to second; 12% to third; 5% to fourth and 3% to fifth. Weights: 3-year-olds 121 lbs.; Older 125 lbs. Non-winners of \$9,000 twice in 2024-25 allowed 3 lbs.; Of \$9,000 in 2024-25, 5 lbs. Maiden, Claiming and Starter races not considered in allowances. High Weights Preferred, on the scale. Total earnings in 2024-25 will be used in determining the order of preference of horses assigned equal weights.
 Nominations Close Saturday, June 14, 2025

2 **SECOND RACE** **SIX FURLONGS**
MAIDEN
PURSE \$7,900. FOR MAIDENS, THREE YEARS OLD.
 Weight 122 lbs.
FIVE FURLONGS

3 **THIRD RACE** **CLAIMING**
PURSE \$6,400. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.
 Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000
SIX FURLONGS

4 **FOURTH RACE** **ALLOWANCE**
PURSE \$8,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.
 Three Year Olds 121 lbs. Older 125 lbs.
FIVE FURLONGS

5 **FIFTH RACE** **ALLOWANCE**
PURSE \$8,900. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES.
 Three Year Olds 121 lbs. Older 125 lbs.
SIX FURLONGS

6 **SIXTH RACE** **CLAIMING**
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD.
 Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500
FIVE FURLONGS

FOURTH DAY -- Friday, June 20, 2025
(Entries Close on Tuesday, June 17, 2025)

7 SEVENTH RACE STARTER ALLOWANCE
PURSE \$7,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$3,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.

ONE MILE AND SEVENTY YARDS

8 EIGHTH RACE ALLOWANCE
PURSE \$8,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR NEBRASKA-BRED ALLOWANCE OR WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

S1 SUBSTITUTE RACE NO 1 CERTIFIED NE BRED MAIDEN
PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, TWO YEARS OLD.
Weight 122 lbs.

FIVE FURLONGS



S2 SUBSTITUTE RACE NO 2 MAIDEN
PURSE \$7,900. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

S3 SUBSTITUTE RACE NO 3 CLAIMING
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

FIFTH DAY -- Saturday, June 21, 2025
(Entries Close on Wednesday, June 18, 2025)

1	FIRST RACE	CERTIFIED NE BRED MAIDEN
	PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, THREE YEARS OLD.	
	Weight	122 lbs.
		SIX FURLONGS

2	SECOND RACE	MAIDEN
	PURSE \$7,900. FOR MAIDENS, FILLIES THREE YEARS OLD.	
	Weight	122 lbs.
		FIVE FURLONGS

3	THIRD RACE	CLAIMING
	PURSE \$6,700. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE JANUARY 21, 2025.	
	Three Year Olds	121 lbs.
	Older	125 lbs.
	CLAIMING PRICE \$5,000	
		ONE MILE AND SEVENTY YARDS

4	FOURTH RACE	ALLOWANCE
	PURSE \$9,500. FOR THREE YEAR OLDS AND UPWARD.	
	Three Year Olds	121 lbs.
	Older	125 lbs.
		SIX FURLONGS

5	FIFTH RACE	ALLOWANCE
	PURSE \$8,900. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES.	
	Three Year Olds	121 lbs.
	Older	125 lbs.
		SIX FURLONGS

6	SIXTH RACE	ALLOWANCE
	PURSE \$8,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR NEBRASKA-BRED ALLOWANCE OR WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds	121 lbs.
	Older	125 lbs.
		SIX FURLONGS

FIFTH DAY -- Saturday, June 21, 2025
(Entries Close on Wednesday, June 18, 2025)

7 SEVENTH RACE MAIDEN CLAIMING
PURSE \$5,500. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

8 EIGHTH RACE ALLOWANCE
PURSE \$8,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

S1 SUBSTITUTE RACE NO 1 CERTIFIED NE BRED MAIDEN
PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS



S2 SUBSTITUTE RACE NO 2 MAIDEN
PURSE \$7,900. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

S3 SUBSTITUTE RACE NO 3 CLAIMING
PURSE \$6,400. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON
FOUR RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

SIXTH DAY -- Sunday, June 22, 2025
(Entries Close on Thursday, June 19, 2025)

1	FIRST RACE	CERTIFIED NE BRED MAIDEN
	PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, FILLIES THREE YEARS OLD.	
	Weight	122 lbs.
		SIX FURLONGS



2	SECOND RACE	CLAIMING	
	PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.		
	Three Year Olds	121 lbs.	
		Older	125 lbs.
	CLAIMING PRICE \$2,500		
			FIVE FURLONGS

3	THIRD RACE	CLAIMING	
	PURSE \$6,400. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.		
	Three Year Olds	121 lbs.	
		Older	125 lbs.
	CLAIMING PRICE \$5,000		
			ONE MILE AND SEVENTY YARDS

4	FOURTH RACE	STARTER OPTIONAL CLAIMING	
	PURSE \$7,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$5,000 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$10,000.		
	Three Year Olds	121 lbs.	
		Older	125 lbs.
	CLAIMING PRICE \$10,000, Nebraska Claiming Price \$15,000		
			SIX FURLONGS

5	FIFTH RACE	CLAIMING	
	PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.		
	Three Year Olds	121 lbs.	
		Older	125 lbs.
	CLAIMING PRICE \$3,500		
	(Claiming Races For \$2,500 Or Less Not Considered In Eligibility)		
			SIX FURLONGS

6	SIXTH RACE	STARTER ALLOWANCE	
	PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$2,500 OR LESS IN 2024 - 2025.		
	Three Year Olds	121 lbs.	
		Older	125 lbs.
			SIX FURLONGS

SIXTH DAY -- Sunday, June 22, 2025
(Entries Close on Thursday, June 19, 2025)

7 SEVENTH RACE CLAIMING
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500

ONE MILE AND SEVENTY YARDS

8 EIGHTH RACE CLAIMING
PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

ONE MILE AND SEVENTY YARDS

S1 SUBSTITUE RACE NO 1 CERTIFIED NE BRED MAIDEN
PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.



SIX FURLONGS

S2 SUBSTITUE RACE NO 2 CLAIMING
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

ONE MILE AND SEVENTY YARDS

S3 SUBSTITUE RACE NO 3 ALLOWANCE
PURSE \$8,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.

ONE MILE AND SEVENTY YARDS

Closing Saturday, June 21, 2025

Columbus Maturity/Matron Stakes

Purse \$15,000 Added

Fillies And Mares Three Year Olds and Upward - Six Furlongs

CERTIFIED NE BRED

(To be run Friday, June 27, 2025)

**SEVENTH DAY -- Friday, June 27, 2025
(Entries Close on Tuesday, June 24, 2025)**

FIRST RACE

CERTIFIED NE BRED STAKES

1

**The 17th Running of
Columbus Maturity/Matron Stakes
\$15,000 Added**



AN ALLOWANCE STAKE FOR NEBRASKA-BRED FILLIES AND MARES, THREE-YEAR-OLDS AND UPWARD. Purse \$15,000-added. No nomination fee with \$50 to pass the entry box and an additional \$50 to start. With \$15,000-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weights: 3-year-olds 121 lbs., Older 125 lbs. Non-winners of \$9,000 twice in 2024-2025 allowed 3 lbs.; Of \$9,000 in 2024-2025, 5 lbs. Maiden, Claiming and Starter races not considered in allowances. High Weights Preferred, on the scale. Total earnings in 2024-2025 will be used in determining the order of preference of horses assigned equal weights.
Nominations Close Saturday, June 21, 2025

SIX FURLONGS

SECOND RACE

CLAIMING

2

PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.

Three Year Olds 121 lbs. Older..... 125 lbs.
CLAIMING PRICE \$2,500

SIX FURLONGS

THIRD RACE

CLAIMING

3

PURSE \$5,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.

Three Year Olds 121 lbs. Older..... 125 lbs.
CLAIMING PRICE \$2,500

SIX FURLONGS

FOURTH RACE

CLAIMING

4

PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.

Three Year Olds 121 lbs. Older..... 125 lbs.
CLAIMING PRICE \$5,000

FIVE FURLONGS

FIFTH RACE

CLAIMING

5

PURSE \$6,700. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE JANUARY 27, 2025.

Three Year Olds 121 lbs. Older..... 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

SIXTH RACE

CLAIMING

6

PURSE \$6,400. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.

Three Year Olds 121 lbs. Older..... 125 lbs.
CLAIMING PRICE \$5,000

FIVE FURLONGS

SEVENTH DAY -- Friday, June 27, 2025
(Entries Close on Tuesday, June 24, 2025)

7 SEVENTH RACE MAIDEN
PURSE \$7,900. FOR MAIDENS, TWO YEARS OLD.
Weight 122 lbs.
FIVE FURLONGS

8 EIGHTH RACE STARTER OPTIONAL CLAIMING
PURSE \$7,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A
CLAIMING PRICE OF \$5,000 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$10,000.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$10,000, Nebraska Claiming Price \$15,000
SIX FURLONGS

S1 SUBSTITUTE RACE NO 1 CERTIFIED NE BRED CLAIMING
PURSE \$8,000. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000
SIX FURLONGS



S2 SUBSTITUTE RACE NO 2 CERTIFIED NE BRED ALLOWANCE
PURSE \$10,100. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH
HAVE NEVER WON THREE RACES.
Three Year Olds 121 lbs. Older 125 lbs.
SIX FURLONGS



S3 SUBSTITUTE RACE NO 3 CLAIMING
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO
RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000
ONE MILE AND SEVENTY YARDS

EIGHTH DAY -- Saturday, June 28, 2025
(Entries Close on Wednesday, June 25, 2025)

1	FIRST RACE	CERTIFIED NE BRED ALLOWANCE
	PURSE \$10,100. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
		FIVE FURLONGS
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2	SECOND RACE	CLAIMING
	PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$3,500	
		FIVE FURLONGS
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3	THIRD RACE	CLAIMING
	PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$2,500	
		SIX FURLONGS
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4	FOURTH RACE	CLAIMING
	PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$2,500	
		FIVE FURLONGS
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5	FIFTH RACE	CLAIMING
	PURSE \$7,000. FOR THREE YEAR OLDS AND UPWARD.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000, Nebraska Claiming Price \$6,500	
		SIX FURLONGS

EIGHTH DAY -- Saturday, June 28, 2025
(Entries Close on Wednesday, June 25, 2025)

6 **SIXTH RACE** **CLAIMING**
PURSE \$6,700. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE JANUARY 28, 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

7 **SEVENTH RACE** **CLAIMING**
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500
(Claiming Races For \$2,500 Or Less Not Considered In Eligibility)

ONE MILE AND SEVENTY YARDS

8 **EIGHTH RACE** **MAIDEN CLAIMING**
PURSE \$5,500. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

S1 **SUBSTITUTE RACE NO 1** **CERTIFIED NE BRED CLAIMING**
PURSE \$8,000. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000



SIX FURLONGS

S2 **SUBSTITUTE RACE NO 2** **CLAIMING**
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

ONE MILE AND SEVENTY YARDS

NINTH DAY -- Sunday, June 29, 2025
(Entries Close on Thursday, June 26, 2025)

1	FIRST RACE	CERTIFIED NE BRED ALLOWANCE
	PURSE \$9,600. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds. 121 lbs.	Older. 125 lbs.
		SIX FURLONGS
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2	SECOND RACE	CLAIMING
	PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds. 121 lbs.	Older. 125 lbs.
	CLAIMING PRICE \$5,000	
		SIX FURLONGS
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3	THIRD RACE	ALLOWANCE
	PURSE \$8,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds. 121 lbs.	Older. 125 lbs.
		ONE MILE AND SEVENTY YARDS
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4	FOURTH RACE	CLAIMING
	PURSE \$7,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds. 121 lbs.	Older. 125 lbs.
	CLAIMING PRICE \$5,000, Nebraska Claiming Price \$6,500	
		FIVE FURLONGS
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5	FIFTH RACE	CLAIMING
	PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD.	
	Three Year Olds. 121 lbs.	Older. 125 lbs.
	CLAIMING PRICE \$2,500	
		FIVE FURLONGS

NINTH DAY -- Sunday, June 29, 2025
(Entries Close on Thursday, June 26, 2025)

6 **SIXTH RACE** **MAIDEN CLAIMING**
PURSE \$5,500. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

7 **SEVENTH RACE** **STARTER ALLOWANCE**
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A
CLAIMING PRICE OF \$2,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.

ONE MILE AND SEVENTY YARDS

8 **EIGHTH RACE** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$9,600. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS



S1 **SUBSTITUTE RACE NO 1** **CLAIMING**
PURSE \$7,000. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000
(Claiming Races For \$4,000 Or Less Not Considered In Eligibility)

SIX FURLONGS

S2 **SUBSTITUTE RACE NO 2** **CLAIMING**
PURSE \$7,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE
IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000
(Claiming Races For \$4,000 Or Less Not Considered In Eligibility)

FIVE FURLONGS

Closing Saturday, June 28, 2025

Denny Hall Stakes

Purse \$17,500 Added

Three Year Olds and Upward - Six Furlongs

(To be run Friday, July 4, 2025)

Columbus Breeders' Special (Colts and Geldings)

Purse \$15,000 Added

Colts And Geldings Three Year Olds - Six Furlongs

CERTIFIED NE BRED

(To be run Saturday, July 5, 2025)

Columbus Breeders' Special (Fillies)

Purse \$15,000 Added

Fillies Three Year Olds - Six Furlongs

CERTIFIED NE BRED

(To be run Sunday, July 6, 2025)

TENTH DAY -- Friday, July 4, 2025
(Entries Close on Tuesday, July 1, 2025)

1 **FIRST RACE** **CERTIFIED NE BRED MAIDEN**
PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, THREE YEARS OLD.
Weight 122 lbs.
FIVE FURLONGS



2 **SECOND RACE** **STAKES**
The 1st Running of
Denny Hall Stakes
\$17,500 Added

AN ALLOWANCE STAKE FOR THREE YEAR OLDS AND UPWARD. Purse \$17,500-added. No nomination fee with \$25 to pass the entry box and an additional \$25 to start. With \$17,500-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weights: Three year olds 121 lbs., Older 125 lbs. Non-winners of \$9,000 twice in 2024-25 allowed 3 lbs.; Of \$9,000 in 2024-2025, 5 lbs. Maiden, Claiming and Starter races not considered in allowances. High Weights Preferred, on the scale. Total earnings in 2024-2025 will be used in determining the order of preference of horses assigned equal weights.

Nominations Close Saturday, June 28, 2025

SIX FURLONGS

3 **THIRD RACE** **MAIDEN**
PURSE \$7,900. FOR MAIDENS, THREE YEARS OLD.
Weight 122 lbs.
SIX FURLONGS

4 **FOURTH RACE** **CLAIMING**
PURSE \$6,400. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

FIVE FURLONGS

5 **FIFTH RACE** **ALLOWANCE**
PURSE \$8,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
SIX FURLONGS

6 **SIXTH RACE** **ALLOWANCE**
PURSE \$8,900. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES.
Three Year Olds 121 lbs. Older 125 lbs.
SIX FURLONGS

TENTH DAY -- Friday, July 4, 2025
(Entries Close on Tuesday, July 1, 2025)

7 SEVENTH RACE CLAIMING
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500

FIVE FURLONGS

8 EIGHTH RACE STARTER ALLOWANCE
PURSE \$7,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A
CLAIMING PRICE OF \$3,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.

ONE MILE AND SEVENTY YARDS

S1 SUBSTITUTE RACE NO 1 CERTIFIED NE BRED MAIDEN
PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS



S2 SUBSTITUTE RACE NO 2 MAIDEN
PURSE \$7,900. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

S3 SUBSTITUTE RACE NO 3 CLAIMING
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

**ELEVENTH DAY -- Saturday, July 5, 2025
(Entries Close on Wednesday, July 2, 2025)**

1 FIRST RACE CERTIFIED NE BRED STAKES

**The 20th Running of
Columbus Breeders' Special (Colts and Geldings)
\$15,000 Added**



AN ALLOWANCE STAKE FOR NEBRASKA-BRED COLTS AND GELDINGS, THREE YEAR OLDS. Purse \$15,000-added. No nomination fee with \$50 to pass the entry box and an additional \$50 to start. With \$15,000-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weight 122 lbs. Winners of a sweepstakes to carry an additional 2 lbs. Non-winners of three races allowed 2 lbs., Of two races 4 lbs., Maidens 6 lbs. High Weights Preferred.
Nominations Close Saturday, June 28, 2025

SIX FURLONGS

2 SECOND RACE MAIDEN

PURSE \$7,900. FOR MAIDENS, FILLIES THREE YEARS OLD.

Weight 122 lbs.

SIX FURLONGS

3 THIRD RACE CLAIMING

PURSE \$6,700. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE FEBRUARY 5, 2025.

Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

4 FOURTH RACE ALLOWANCE

PURSE \$8,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR NEBRASKA-BRED ALLOWANCE OR WHICH HAVE NEVER WON TWO RACES.

Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

5 FIFTH RACE ALLOWANCE

PURSE \$8,900. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES.

Three Year Olds 121 lbs. Older 125 lbs.

FIVE FURLONGS

6 SIXTH RACE ALLOWANCE

PURSE \$8,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON A RACE OTHER THAN MAIDEN, CLAIMING OR NEBRASKA-BRED ALLOWANCE OR WHICH HAVE NEVER WON TWO RACES.

Three Year Olds 121 lbs. Older 125 lbs.

FIVE FURLONGS

ELEVENTH DAY -- Saturday, July 5, 2025
(Entries Close on Wednesday, July 2, 2025)

7	SEVENTH RACE	MAIDEN CLAIMING
	PURSE \$5,500. FOR MAIDENS, THREE YEARS OLD AND UPWARD.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000	
	ONE MILE AND SEVENTY YARDS	
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8	EIGHTH RACE	ALLOWANCE
	PURSE \$8,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
		SIX FURLONGS
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S1	SUBSTITUTE RACE NO 1	CERTIFIED NE BRED ALLOWANCE
	PURSE \$10,500. FOR CERTIFIED NE BRED TWO YEAR OLDS.	
	Weight	122 lbs.
		FIVE FURLONGS
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S2	SUBSTITUTE RACE NO 2	MAIDEN
	PURSE \$7,900. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds 121 lbs.	Older 125 lbs.
		FIVE FURLONGS
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S3	SUBSTITUTE RACE NO 3	CLAIMING
	PURSE \$6,400. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.	
	Three Year Olds 121 lbs.	Older 125 lbs.
	CLAIMING PRICE \$5,000	
	ONE MILE AND SEVENTY YARDS	



TWELFTH DAY -- Sunday, July 6, 2025
(Entries Close on Thursday, July 3, 2025)

1 FIRST RACE CERTIFIED NE BRED STAKES
The 21st Running of
Columbus Breeders' Special (Fillies)
\$15,000 Added



AN ALLOWANCE STAKE FOR NEBRASKA-BRED FILLIES, THREE YEAR OLDS. Purse \$15,000-added. No nomination fee with \$50 to pass the entry box and an additional \$50 to start. With \$15,000-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weight 122 lbs. Winners of a sweepstakes to carry an additional 2 lbs. Non-winners of three races allowed 2 lbs., Of two races 4 lbs., Maidens 6 lbs. High Weights Preferred.

Nominations Close Saturday, June 28, 2025

SIX FURLONGS

2 SECOND RACE CERTIFIED NE BRED MAIDEN
PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, FILLIES THREE YEARS OLD.
Weight 122 lbs.
FIVE FURLONGS



3 THIRD RACE CLAIMING
PURSE \$6,400. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

4 FOURTH RACE STARTER OPTIONAL CLAIMING
PURSE \$7,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$5,000 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$10,000.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$10,000, Nebraska Claiming Price \$15,000

SIX FURLONGS

5 FIFTH RACE CLAIMING
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500
(Claiming Races For \$2,500 Or Less Not Considered In Eligibility)

SIX FURLONGS

6 SIXTH RACE STARTER ALLOWANCE
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$2,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.
SIX FURLONGS

TWELFTH DAY -- Sunday, July 6, 2025
(Entries Close on Thursday, July 3, 2025)

7	SEVENTH RACE PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD. Three Year Olds 121 lbs. Older 125 lbs. CLAIMING PRICE \$3,500	CLAIMING
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ONE MILE AND SEVENTY YARDS

8	EIGHTH RACE PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025. Three Year Olds 121 lbs. Older 125 lbs. CLAIMING PRICE \$2,500	CLAIMING
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ONE MILE AND SEVENTY YARDS

S1	SUBSTITUTE RACE NO 1 PURSE \$8,900. FOR CERTIFIED NE BRED MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD. Three Year Olds 121 lbs. Older 125 lbs.	CERTIFIED NE BRED MAIDEN
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SIX FURLONGS

S2	SUBSTITUTE RACE NO 2 PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025. Three Year Olds 121 lbs. Older 125 lbs. CLAIMING PRICE \$2,500	CLAIMING
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FIVE FURLONGS

S3	SUBSTITUTE RACE NO 3 PURSE \$8,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES. Three Year Olds 121 lbs. Older 125 lbs.	ALLOWANCE
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ONE MILE AND SEVENTY YARDS

Closing Saturday, July 5, 2025
Callie Witt Stakes
Purse \$17,500 Added
Fillies And Mares Three Year Olds and Upward - Six Furlongs
(To be run Saturday, July 12, 2025)

**THIRTEENTH DAY -- Friday, July 11, 2025
(Entries Close on Tuesday, July 8, 2025)**

1 **FIRST RACE** **CERTIFIED NE BRED CLAIMING**
PURSE \$6,500. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH
HAVE NOT WON A RACE IN 2025.
Three Year Olds. 121 lbs. Older. 125 lbs.
 CLAIMING PRICE \$2,500
FIVE FURLONGS

2 **SECOND RACE** **CLAIMING**
PURSE \$7,000. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE
IN 2025.
Three Year Olds. 121 lbs. Older. 125 lbs.
CLAIMING PRICE \$5,000
(Claiming Races For \$4,000 Or Less Not Considered In Eligibility)
FIVE FURLONGS

3 **THIRD RACE** **CLAIMING**
PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON TWO
RACES IN 2025.
Three Year Olds. 121 lbs. Older. 125 lbs.
CLAIMING PRICE \$2,500
SIX FURLONGS

4 **FOURTH RACE** **CLAIMING**
PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD.
Three Year Olds. 121 lbs. Older. 125 lbs.
CLAIMING PRICE \$2,500
SIX FURLONGS

5 **FIFTH RACE** **MAIDEN CLAIMING**
PURSE \$5,500. FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds. 121 lbs. Older. 125 lbs.
CLAIMING PRICE \$5,000
FIVE FURLONGS

THIRTEENTH DAY -- Friday, July 11, 2025
(Entries Close on Tuesday, July 8, 2025)

6 **SIXTH RACE** **CLAIMING**
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

FIVE FURLONGS

7 **SEVENTH RACE** **STARTER OPTIONAL CLAIMING**
PURSE \$7,600. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A
CLAIMING PRICE OF \$5,000 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$10,000.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$10,000, Nebraska Claiming Price \$15,000

SIX FURLONGS

8 **EIGHTH RACE** **CLAIMING**
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

ONE MILE AND SEVENTY YARDS

S1 **SUBSTITUTE RACE NO 1** **CERTIFIED NE BRED CLAIMING**
PURSE \$7,100. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$3,500

SIX FURLONGS



S2 **SUBSTITUTE RACE NO 2** **STARTER ALLOWANCE**
PURSE \$6,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE STARTED FOR A CLAIMING PRICE OF \$2,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

SIX FURLONGS

**FOURTEENTH DAY -- Saturday, July 12, 2025
(Entries Close on Wednesday, July 9, 2025)**

1 **FIRST RACE** **CERTIFIED NE BRED CLAIMING**
PURSE \$6,500. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
 CLAIMING PRICE \$2,500

FIVE FURLONGS

2 **SECOND RACE** **MAIDEN CLAIMING**
PURSE \$5,500. FOR MAIDENS, THREE YEARS OLD AND UPWARD.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

FIVE FURLONGS

3 **THIRD RACE** **CLAIMING**
PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

ONE MILE AND SEVENTY YARDS

4 **FOURTH RACE** **CLAIMING**
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

FIVE FURLONGS

5 **FIFTH RACE** **CLAIMING**
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

SIX FURLONGS

6 **SIXTH RACE** **STAKES**
**The 1st Running of
Callie Witt Stakes
\$17,500 Added**

AN ALLOWANCE STAKE FOR FILLIES & MARES, THREE YEAR OLDS AND UPWARD.
Purse \$17,500-added. No nomination fee with \$25 to pass the entry box and an additional \$25 to start. With \$17,500-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weights: Three year olds 121 lbs., Older 125 lbs. Non-winners of \$9,000 twice in 2024-25 allowed 3 lbs.; Of \$9,000 in 2024-2025, 5 lbs. Maiden, Claiming and Starter races not considered in allowances. High Weights Preferred, on the scale. Total earnings in 2024-2025 will be used in determining the order of preference of horses assigned equal weights.

Nominations Close Saturday, July 5, 2025

SIX FURLONGS

FOURTEENTH DAY -- Saturday, July 12, 2025
(Entries Close on Wednesday, July 9, 2025)

7 SEVENTH RACE CLAIMING
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.
 Three Year Olds 123 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

SIX FURLONGS

8 EIGHTH RACE CLAIMING
PURSE \$6,700. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH
HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE
FEBRUARY 12, 2025.
 Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

S1 SUBSTITUTE RACE NO 1 CERTIFIED NE BRED CLAIMING
PURSE \$7,100. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND
UPWARD.
 Three Year Olds 121 lbs. Older 125 lbs.
 **CLAIMING PRICE \$3,500**

SIX FURLONGS

S2 SUBSTITUTE RACE NO 2 CLAIMING
PURSE \$7,600. FOR THREE YEAR OLDS AND UPWARD.
 Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$7,500, Nebraska Claiming Price \$10,000

FIVE FURLONGS

S3 SUBSTITUTE RACE NO 3 ALLOWANCE
PURSE \$9,500. FOR TWO YEAR OLDS.
 Weight 122 lbs.
FIVE FURLONGS

S4 SUBSTITUTE RACE NO 4 CERTIFIED NE BRED ALLOWANCE
PURSE \$9,600. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH
HAVE NEVER WON TWO RACES.
 Three Year Olds 121 lbs. Older 125 lbs.
 **SIX FURLONGS**

FIFTEENTH DAY -- Sunday, July 13, 2025
(Entries Close on Thursday, July 10, 2025)

1	FIRST RACE	CERTIFIED NE BRED ALLOWANCE OPTIONAL CLAIMING
	PURSE \$10,200. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR CLAIMING PRICE \$10,000.	
	Three Year Olds.....	121 lbs. Older..... 125 lbs.
	CLAIMING PRICE \$10,000	
		SIX FURLONGS
2	SECOND RACE	CLAIMING
	PURSE \$7,600. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.	
	Three Year Olds.....	121 lbs. Older..... 125 lbs.
	CLAIMING PRICE \$7,500, Nebraska Claiming Price \$10,000	
		FIVE FURLONGS
3	THIRD RACE	CLAIMING
	PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025 AND WHICH HAVE STARTED AT THE HCN 2025 MEET AND NOT FINISHED 1ST, 2ND OR 3RD.	
	Three Year Olds.....	121 lbs. Older..... 125 lbs.
	CLAIMING PRICE \$2,500	
		SIX FURLONGS
4	FOURTH RACE	CLAIMING
	PURSE \$5,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.	
	Three Year Olds.....	121 lbs. Older..... 125 lbs.
	CLAIMING PRICE \$2,500	
		SIX FURLONGS
5	FIFTH RACE	CLAIMING
	PURSE \$6,400. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.	
	Three Year Olds.....	121 lbs. Older..... 125 lbs.
	CLAIMING PRICE \$5,000	
		SIX FURLONGS
6	SIXTH RACE	CLAIMING
	PURSE \$6,400. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA BREDS WHICH HAVE NEVER WON FOUR RACES.	
	Three Year Olds.....	121 lbs. Older..... 125 lbs.
	CLAIMING PRICE \$5,000	
		SIX FURLONGS

FIFTEENTH DAY -- Sunday, July 13, 2025
(Entries Close on Thursday, July 10, 2025)

7 SEVENTH RACE STARTER ALLOWANCE
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$2,500 OR LESS IN 2024 - 2025.
Three Year Olds 121 lbs. Older 125 lbs.

FIVE FURLONGS

8 EIGHTH RACE CLAIMING
PURSE \$6,700. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR WHICH HAVE NOT WON A RACE SINCE FEBRUARY 13, 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

S1 SUBSTITUTE RACE NO 1 CERTIFIED NE BRED ALLOWANCE OPTIONAL CLAIMING
PURSE \$10,200. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON FOUR RACES OR CLAIMING PRICE \$10,000.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$10,000

SIX FURLONGS

S2 SUBSTITUTE RACE NO 2 CLAIMING
PURSE \$5,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500

SIX FURLONGS

S3 SUBSTITUTE RACE NO 3 CLAIMING
PURSE \$6,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.
CLAIMING PRICE \$5,000

ONE MILE AND SEVENTY YARDS

S4 SUBSTITUTE RACE NO 4 CERTIFIED NE BRED ALLOWANCE
PURSE \$9,600. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES.
Three Year Olds 121 lbs. Older 125 lbs.

SIX FURLONGS

Index of Races

Fillies, Three Year Olds

Type Of Race	Short	Long
STK-Columbus Breeders' Special (Fillies)(NE)	Jul 6	
MDN	Jun 21, Jul 5	
MDN(NE)	Jun 22, Jul 6	

Fillies And Mares, Three Year Olds and Upward

Type Of Race	Short	Long
STK-Callie Witt Stakes	Jul 12	
STK-Columbus Maturity/Matron Stakes(NE)	Jun 27	
AOCNW4orC10000(NE)	Jul 13	
Opt Clm \$10,000 (NE)	Jul 13	
ALWNW3	Jun 20, Jul 4	
ALWNW3(NE)	Jun 14, 28	
AOCNW3orC7500(NE)	Jun 14	
Opt Clm \$7,500 (NE)	Jun 14	
ALWNW2	Jun 21, Jul 5	Jun 15, 29
ALWNW2(NE)	Jun 15, 29, Jul 13	
ALWNW1/XMCorNW2	Jun 21, Jul 5	
SOC5000orC10000/SB15000	Jun 22, Jul 6	
STR2500	Jun 22, Jul 6, 11	
CLM7500/SB10000	Jul 13	
CLM5000/SB6500	Jun 15, 29	
CLM5000(NE)	Jun 28	
CLM5000NW1-X	Jun 15, 29	
CLM5000NW4orNW1(6M)	Jun 13, 27	Jun 15, Jul 12
CLM5000NW3orNW4	Jun 13, 27, Jul 13	Jun 21, Jul 5
CLM5000NW2	Jun 15, 29, Jul 11	Jun 20, Jul 4
CLM3500	Jun 28	Jun 14
CLM3500(NE)	Jul 12	
CLM2500	Jun 14, Jul 12	Jun 28
CLM2500NW1	Jun 14, 28, Jul 6, 13	Jun 22, Jul 11
CLM2500NW1(NE)	Jul 12	
CLM2500NW2	Jun 14, 28, Jul 12	
MDN	Jun 21, Jul 5	
MDN(NE)	Jun 22, Jul 6	
MCL5000	Jun 14, 28, Jul 11	

Index of Races

Colts And Geldings, Three Year Olds

Type Of Race	Short	Long
STK-Columbus Breeders' Special (Colts and Geldings)(NE)	Jul 5	

Two Year Olds

Type Of Race	Short	Long
ALW	Jul 12	
ALW(NE)	Jul 5	
MDN	Jun 13, 27	
MDN(NE)	Jun 20	

Three Year Olds

Type Of Race	Short	Long
MDN	Jun 20, Jul 4	
MDN(NE)	Jun 21, Jul 4	

Three Year Olds and Upward

Type Of Race	Short	Long
STK-Amadevil Stakes(NE)	Jun 20	
STK-Irving Anderson Stakes	Jul 4	
ALW	Jun 21	
AOCNW4orC10000(NE)	Jul 13	
Opt Clm \$10,000 (NE)	Jul 13	
ALWNW3	Jun 21, Jul 5	
ALWNW3(NE)	Jun 13, 27	
AOCNW3orC7500(NE)	Jun 13	
Opt Clm \$7,500 (NE)	Jun 13	
ALWNW2	Jun 20, Jul 4	Jun 22, Jul 6
ALWNW2(NE)	Jun 15, 29, Jul 12	
ALWNW1/XMCorNW2	Jun 20, Jul 5	
SOC5000orC10000/SB15000	Jun 13, 27, Jul 11	
STR3500		Jun 20, Jul 4
STR2500	Jun 15, Jul 13	Jun 29
CLM7500/SB10000	Jul 12	
CLM5000/SB6500	Jun 14, 28	
CLM5000(NE)	Jun 27	
CLM5000NW1-X	Jun 29, Jul 11	
CLM5000NW4orNW1(6M)	Jun 14, 28	Jun 21, Jul 5, 13
CLM5000NW3orNW4	Jun 20, Jul 4, 13	Jun 22, Jul 6
CLM5000NW2	Jun 13, 27, Jul 12	Jun 13, 27, Jul 13
CLM3500	Jun 20, Jul 4	Jun 22, Jul 6
CLM3500(NE)	Jul 11	
CLM3500NW1-X	Jun 22, Jul 6	Jun 14, 28
CLM2500	Jun 15, 29, Jul 11	
CLM2500NW1	Jun 13, 22, 27, Jul 13	Jul 12
CLM2500NW1(NE)	Jul 11	
CLM2500NW2	Jun 13, 27, Jul 11	Jun 22, Jul 6
MDN	Jun 20, Jul 4	
MDN(NE)	Jun 21, Jul 4	
MCL5000	Jun 15, 29, Jul 12	Jun 21, Jul 5

COLUMBUS 2025 PREFERENCE SYSTEM

1. Preference dates will not supersede conditions of a race. (Winners preferred, high weights preferred, etc.)
2. Horses will not be eligible to receive a date until their papers are on file in the Racing Office.
3. All horses registered by Tuesday, August 13, 2025, will receive a zero, which is the lowest possible date. A horse keeps his zero until he runs or scratches.
4. All horses registering after Tuesday, August 13, 2025, will receive an R date of the day registered.
5. A zero preference over a running date.
6. Horses that run will receive a running date corresponding to the date they race and lose all dates previously held.
7. Horses which scratch or are scratched will keep their R date for the day they ran.
8. All horses placed on the Stewards, Veterinarian or Starters lists will be posted on the bulletin board. They will not be permitted to enter until they have been approved to start. Horses placed on these lists will keep their dates if they ran in the particular race in which they made the list. Horses which are scratched will be given a date for the day the horse comes off the list.
9. Horses which have established a date at the current meeting will lose that preference date should their papers be withdrawn from the Racing Office or demonstrate intent to race elsewhere. Should a horse's papers be withdrawn from the Racing Office for a just cause (i.e. tattoo, corrections, change of ownership or clarification, etc.) the Racing Secretary may determine the status of the preference date established.
10. Preference dates are good at any distance.
11. In no way does the claiming, ownership transfer or trainer transfer of a horse affect the preference date.
12. In rules four and eight above, if a horse is registered or comes off a list on a non-racing day, the next racing day will be used.
13. Maidens entering against winners will receive least preference.
14. Any horses running in a handicap or stake will retain previously held preference date. In such case, a race or races that have been canceled, horses that were in those races for that day or days will receive a super-star with the previous racing date that was held when entered. The super-star and date will be preferred over horses with racing dates with no super-star.

TRAINERS ARE RESPONSIBLE FOR DATES.

SPECIAL NOTICE

— See Rule 9 (32)—

Nominations and entrance fees on all horses nominated that were entered and did not have a chance to start will be refunded, providing they remain eligible and are not declared out...

THIS RACE SUBJECT TO SIX OR MORE SEPARATE INTERESTS TO START...

Columbus Races reserves the right to reject any nominations, to reduce the amount of added money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry box fees.

2

Harrah's

COLUMBUS, NE
RACING & CASINO

2



Columbus Maturity/Matron Stakes



17th Running
\$15,000 Added

To Be Run: Friday, June 27, 2025

AN ALLOWANCE STAKE FOR NEBRASKA-BRED FILLIES AND MARES, THREE-YEAR-OLDS AND UPWARD. Purse \$15,000-added. No nomination fee with \$50 to pass the entry box and an additional \$50 to start. With \$15,000-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weights: 3-year-olds 121 lbs., Older 125 lbs. Non-winners of \$9,000 twice in 2024-2025 allowed 3 lbs.; Of \$9,000 in 2024-2025, 5 lbs. Maiden, Claiming and Starter races not considered in allowances High Weights Preferred, on the scale. Total earnings in 2024-2025 will be used in determining the order of preference of horses assigned equal weights.

Six Furlongs

Nominations Close Saturday, June 21, 2025

NAME OF HORSE(Sire-Dam)	Color	Sex	Age

Signed _____

Trainer _____

Owner _____

Phone _____

Permanent Address _____

City _____

State _____

Zip _____

FORWARD ALL NOMINATIONS TO:
Dan Coughlin
 dboyoughlin@hotmail.com
 HARRAH'S COLUMBUS NEBRASKA
 5944 Howard Blvd.
 Columbus, NE 68601 USA
 ENCLOSED \$ _____
 payable to HARRAH'S COLUMBUS
 NEBRASKA

PHONE
 (531) 400-3000
FAX

SPECIAL NOTICE

— See Rule 9 (32)—

Nominations and entrance fees on all horses nominated that were entered and did not have a chance to start will be refunded, providing they remain eligible and are not declared out...

THIS RACE SUBJECT TO SIX OR MORE SEPARATE INTERESTS TO START...

Columbus Races reserves the right to reject any nominations, to reduce the amount of added money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry box fees.

3

Harrah's

COLUMBUS, NE
RACING & CASINO

3

Nomination Blank For

Denny Hall Stakes

1st Running

\$17,500 Added
To Be Run: Friday, July 4, 2025

AN ALLOWANCE STAKE FOR THREE YEAR OLDS AND UPWARD. Purse \$17,500-added. No nomination fee with \$25 to pass the entry box and an additional \$25 to start. With \$17,500-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weights: Three year olds 121 lbs., Older 125 lbs. Non-winners of \$9,000 twice in 2024-25 allowed 3 lbs.; Of \$9,000 in 2024-2025, 5 lbs. Maiden, Claiming and Starter races not considered in allowances. High Weights Preferred, on the scale. Total earnings in 2024-2025 will be used in determining the order of preference of horses assigned equal weights.

Six Furlongs
Nominations Close Saturday, June 28, 2025

NAME OF HORSE(Sire-Dam)	Color	Sex	Age

Signed

Trainer

Owner Phone

Permanent Address

City State Zip

FORWARD ALL NOMINATIONS TO:
Dan Coughlin
dboycoughlin@hotmail.com
HARRAH'S COLUMBUS NEBRASKA
5944 Howard Blvd.
Columbus, NE 68601 USA
ENCLOSED \$
payable to HARRAH'S COLUMBUS
NEBRASKA

PHONE (531) 400-3000 FAX

SPECIAL NOTICE

— See Rule 9 (32)—

Nominations and entrance fees on all horses nominated that were entered and did not have a chance to start will be refunded, providing they remain eligible and are not declared out...

THIS RACE SUBJECT TO SIX OR MORE SEPARATE INTERESTS TO START...

Columbus Races reserves the right to reject any nominations, to reduce the amount of added money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry box fees.

SPECIAL NOTICE

— See Rule 9 (32)—

Nominations and entrance fees on all horses nominated that were entered and did not have a chance to start will be refunded, providing they remain eligible and are not declared out...

THIS RACE SUBJECT TO SIX OR MORE SEPARATE INTERESTS TO START...

Columbus Races reserves the right to reject any nominations, to reduce the amount of added money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry box fees.

5

Harras

**COLUMBUS, NE
RACING & CASINO**

5

Columbus Breeders' Special (Fillies)



21st Running
\$15,000 Added

To Be Run: Sunday, July 6, 2025

AN ALLOWANCE STAKE FOR NEBRASKA-BRED FILLIES, THREE YEAR OLDS. Purse \$15,000-added. No nomination fee with \$50 to pass the entry box and an additional \$50 to start. With \$15,000-added of which 60% of the total monies to the winner, 20% to second, 12% to third, 5% to fourth and 3% to fifth. Weight 122 lbs. Winners of a sweepstakes to carry an additional 2 lbs. Non-winners of three races allowed 2 lbs., Of two races 4 lbs., Maidens 6 lbs. High Weights Preferred

Six Furlongs

Nominations Close Saturday, June 28, 2025

NAME OF HORSE(Sire-Dam)	Color	Sex	Age
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Signed _____

Trainer _____

Owner _____

Phone _____

Permanent Address _____

City _____

State _____

Zip _____

FORWARD ALL NOMINATIONS TO:

Dan Coughlin

dboycoughlin@hotmail.com

HARRAH'S COLUMBUS NEBRASKA

5944 Howard Blvd.

Columbus, NE 68601 USA

ENCLOSED \$ _____

payable to HARRAH'S COLUMBUS

NEBRASKA

PHONE (531) 400-3000 FAX

SPECIAL NOTICE

— See Rule 9 (32)—

Nominations and entrance fees on all horses nominated that were entered and did not have a chance to start will be refunded, providing they remain eligible and are not declared out...

THIS RACE SUBJECT TO SIX OR MORE SEPARATE INTERESTS TO START...

Columbus Races reserves the right to reject any nominations, to reduce the amount of added money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry box fees.

SPECIAL NOTICE

— See Rule 9 (32)—

Nominations and entrance fees on all horses nominated that were entered and did not have a chance to start will be refunded, providing they remain eligible and are not declared out...

THIS RACE SUBJECT TO SIX OR MORE SEPARATE INTERESTS TO START...

Columbus Races reserves the right to reject any nominations, to reduce the amount of added money, or to cancel this stake at any time prior to the running thereof, without liability except for the return of the nomination and entry box fees.

PLACESTOSTAY

		★	39	28	1	2	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	Other amenities
		★	44	36	2	2			✓	✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Internet, Iron, Hair Dryer, Truck Parking, Guest Laundry
		★	70	70	24	3	✓			✓	✓	✓	✓	✓	✓	✓	✓	Full Kitchens, Free High Speed Wireless Internet, Fitness Center, Iron, Hair Dryer, Laundry Services, Plusis
		★	80	80		1	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Internet, Fitness Center, Pool, Spacious Rooms, Meeting Room for up to 35
		★	90	88	19	4	✓			✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Wireless Internet, Fitness Center, Whirlpool, Award Winning Hotel, Mon-Thurs.
		★	140	140	2	7	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Wireless Internet, Fitness Center, Comp, Evening Reception, Mon-Thurs., Award Winning Hotel "Best of the Best" Award
		★	95	95	12	4				✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Internet, Laundry, Fitness Center, Truck Parking
		★	22	9	2	0				✓	✓	✓	✓	✓	✓	✓	✓	Truck Parking, Plusis, All Ground Level Rooms
		★	63	47	1	1				✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Internet, Plug Ins, Truck Parking, Guest Laundry
		★	36	30	4	2				✓	✓	✓	✓	✓	✓	✓	✓	Free High Speed Internet, Iron, Hair Dryer, Guest Laundry Services
		★	13	9	0	0				✓	✓	✓	✓	✓	✓	✓	✓	All Ground Level Rooms, Bus Parking, Plusis

Fairfield by Marriott Inn & Suites and TownePlace Suites by Marriott Inn & Suites will be operational in the Spring of 2024.

BED & BREAKFAST

		★	3	3	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	The perfect location to host family gatherings or a weekend to catch up with friends.
Cozy Cabin Lane-Airbnb	2639 - 249th St., Columbus NE 68601 402-270-3593 https://airbnb.com/rooms/cozy-cabin-lane cozycabinlane@gmail.com	★	3	3	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	
The Neighborhood Sanctuary	1770 18th Avenue, Columbus NE 68601 https://www.airbnb.com/rooms/177018 book.your.way	★	3	3	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	Beautiful 3 bed, 2 bath property in town used to be a church. This is a great place to hold events and meetings.
The Wild Plum Bed & Breakfast	30429 - 25th Avenue Platte Center NE 68603 402-246-9248 thewildplumb@gmail.com www.wildplumbnb.com	★	5	5	3	1	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	Luxurious rural setting! There are a wide variety of rooms to fit your style and comfort.

CAMPGROUNDS

		Availability	RV amenities**	Test camping	Rest facilities***	Admission fees	
Camp Pawnee	2130 S. 16th Street 110 hookups/corers for camping 2 buildings for rent. Family Reunions, Weddings, Etc.	402-363-6005 campawnee@yahoo.com	May 1 - Nov. 1	E, W	✓	F	✓
Hwy 81 RV Park	2867-282nd Ave. Pull through, level spaces with full hookups 22 trailers	402-564-2891 https://highway81rvpark.com	Apr. 1 - Nov. 1	E, W, S			✓
Lake North*	4 mi. N at US Hwy. 30 & 18th Ave. 100 rents, 25 trailers	402-562-5709 or 402-564-3171 www.lcn.com	May 1 - Nov. 1	E, W	✓	P	✓
Little Village Campground	740 4th Street, Platte Center, S RV hookups	402-270-4142 https://littlevillagecampground.com	Year-round	E, W, S			✓
Loup Park*	4 mi. N at US Hwy. 30 & 15th Ave., 1/2 mi. W. 120 tents, 30 trailers	402-562-5709 or 402-564-3171 www.lcp.com	May 1 - Nov. 1	E, W	✓	P	
Powerhouse Park*	1.5 mi. N at US Hwy. 30 & 3rd Ave. 20 tents, 6 trailers	402-562-5709 or 402-564-3171 www.lcp.com	Year-round		✓	P	
River Land Cabins & Campground	3939 SE 16th Street, Columbus NE 68001 RV hookups, tent camping and 3 cabins	402-910-8666 riverlandcampcabin@gmail.com	Year-round	E, W, S	✓	F, S	✓
Tallrace Park*	36 mi. N on 8th St., 60 mi. S. 30 tents	402-562-5709 or 402-564-3171 www.lcn.com	Year-round		✓	P	
Maple Creek Recreation Area	601A Al Leigh 110 tents, 50 RV camping sites	402-373-7933 www.mil.org/maple-creek-recreation-area	Year-round	E, W	✓	F, S	✓

*7 days stay limit within a 30 day period. **E=Electricity W=Water S=Sewer | ***F=Flush Toilets P=Picnic Tables S=Shower

blank outside
cover

HORSEMEN'S PARK

From: [Lynne McNally](#)
To: [Ricketts, Casey](#); [Holman, Laurie](#)
Subject: Agenda item
Date: Friday, June 13, 2025 11:07:49 AM

[Some people who received this message don't often get email from lynneschuller@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I don't know if it's necessary, but better safe than sorry. I am requesting that Horsemen's Park changes to the racetrack enclosure be put on the agenda.

We are putting everything back the way it was (KA staging area is abandoned now), and making an area for a paddock and winners circle.

Lynne



2025 Horsemen's Park Races

Racing Officials

Board of Stewards & Placing Judges

Doug Schoepf

Dennis Kochevar

Mike Corey

Horsemen's Park Director of Racing / Racing Secretary Danny Coughlin
Horsemen's Park Director of Operations Lisa Dugger
Racing Office Secretary / Entry Clerk LaRanda Holland
Program Coordinator Bill Hodtwalker
Paddock Judge / Identifier..... Fred Ecoffey
Outrider Bill Krause
Outrider Paula Thomsen
Clocker / Clerk of Scales / Jockey's Room Custodian Fred Ecoffey
Starter / Stall Man Scott Peers
TRPB Digital Tattoo Technician Denny Hall
Track Announcer Gary Schaaf
Horsemen's Bookkeeper Deb Peers
Mutuel Manager Mary Palais
Photo Finish Trident Network Services
Track Maintenance Tim Hurd

(402) 731-2900

HorsemensPark.com
6303 Q Street
Omaha, NE 68117



JULY 18-19
JULY 25-26

2025
CONDITION
BOOK

Horsemen's Bill of Rights

2-1245. Horseracing industry participants; rights.

(1) A horseracing industry participant shall be entitled to reasonable treatment from those licensed to conduct thoroughbred race meets.

(2) Private property belonging to a horseracing industry participant at a racetrack facility shall not unlawfully be converted, seized, damaged, or destroyed by racetrack employees or agents without compensation.

(3) A horseracing industry participant shall not be deemed to forfeit or waive any right to privacy without reasonable cause guaranteed by law by virtue of being licensed by the state, by entry upon licensed horseracing facilities, or by engaging in the sport of horseracing in this state.

(4) A horseracing industry participant may not be excluded from the grounds of any licensed racetrack by track management without a hearing by the stewards at such racetrack unless there are reasonable grounds to believe such participant has committed a felony or is posing a physical danger to himself or herself, to others, or to animals in his or her care or his or her physical presence will bring immediate harm to horseracing. Such hearing shall be held as soon as practicable and shall be given first priority and precedence by the stewards. This subsection shall not apply to the allocation of stalls pursuant to an agreement between the horseracing industry participant and the licensed racetrack.

(5) A horseracing industry participant shall be free from unreasonable searches and seizures of his or her person without probable cause and shall be free from unreasonable searches and seizures of his or her housing, vehicle, papers, and effects.

(6) If a horseracing industry participant has been charged with a violation of a rule of racing which involves a substantial risk of loss or suspension of his or her license or which involves a criminal penalty, he or she shall be entitled to the following protections as a matter of right:

- (a) To remain silent;
- (b) To the benefit of counsel, including the opportunity to confer with counsel in preparation of a defense;
- (c) To a speedy and public hearing;
- (d) To present evidence and to testify in person at his or her hearing;
- (e) To cross-examine the witnesses who testify against him or her; and
- (f) To have prospective witnesses excluded from the hearing room during the hearing.

Nothing in this section shall prevent a horseracing industry participant from knowingly waiving any rights afforded under this subsection.

(7) A horseracing industry participant shall not be required to waive his or her constitutional rights nor the rights granted pursuant to sections 2-1243 to 2-1246 as a condition of pursuing a livelihood in this state or at any licensed thoroughbred horseracing facility.



HBPA BOARD ROSTER 2023-2025

PRESIDENT:
Garald Wollesen
(402) 871-4081
gwollesen@cox.net

OWNERS:

(2021 - 2025)

OWNERS/TRAINERS:

Blaine Adams
(402) 540-0652
tcufrogs3@zoho.com
(2023 - 2027)

David Anderson
(402) 677-1789
dandersonracing55@gmail.com
(2021 - 2025)

Nick Fudge
(402) 521-0099
nffiveoaks@yahoo.com
(2021 - 2025)

Marissa Black
(321) 353-0247
roxy7blue@gmail.com
(2021 - 2025)

Monte Hehnke
(308) 380-9573
monte@jerryssheetmetal.com
(2023 - 2027)

Dalton Dieter
(208) 221-8399
Dieter919@gmail.com
(2023 - 2027)

Gene McCloud
(308) 380-0928
genemccloud@gmail.com
(2021 - 2025)

Steve Hall
(308) 383-2535
Stevenlhall1950@gmail.com
(2023 - 2027)

Chad McKay
(402) 910-2191
mlemburg@hamilton.net
(2021 - 2025)

Mark Lemburg
(308) 383-8792
mlemburg@hamilton.net
(2023 - 2027)

ALTERNATES:

Justin Larsen
(402) 578-2143
justinl@allamericanins.com
(2023 - 2027)

Schuyler Condon
(308) 539-0187
schuylercondon@yahoo.com
(2023 - 2027)

INDEX OF RACES

Two Year Olds

Type Of Race	Short	Long
MDN	Jul 25	
MDN(NE)	Jul 25	

Three Year Olds

Type Of Race	Short	Long
ALW(NE)	Jul 19	Jul 19

Three Year Olds and Upward

Type Of Race	Short	Long
ALW(NE)	Jul 26	Jul 26
SOC7500orC12500/SB15000		Jul 26
CLM7500NW3orNW4		Jul 19
CLM7500NW2	Jul 19	
CLM6250/SB7500	Jul 18	
CLM4000		Jul 18
CLM4000NW1-X		Jul 25
CLM2500NW2	Jul 25	
CLM5000(NE)	Jul 18	
CLM2500		Jul 26

INDEX OF RACES

Fillies, Three Year Olds

Type Of Race	Short	Long
ALW(NE)	Jul 18	Jul 18

Fillies And Mares, Three Year Olds and Upward

Type Of Race	Short	Long
ALW(NE)	Jul 25	Jul 25
SOC7500orC12500/SB15000		Jul 25
CLM7500NW3orNW4		Jul 18
CLM7500NW2	Jul 18	
CLM6250/SB7500	Jul 19	
CLM4000		Jul 19
CLM4000NW1-X		Jul 26
CLM2500NW2	Jul 26	
CLM5000(NE)	Jul 19	

ATTENTION HORSEMEN

Prior to entry to Horsemen's Park, **a current Health Certificate (issued within 30 days of arrival) is required.** All horses entering the grounds must have been vaccinated with an FDA approved virus vaccine for EHV-1 not less than **14 days and not more than 120 days prior to date of entry to Horsemen's Park.** It is highly recommended horsemen keep every horse that is admitted to Horsemen's Park on a 90 day booster schedule. All out of state horses must have a negative Coggins test.

Horsemen's Park Reserves the Right to Approve Stalls for All Horses.

IN THE ALLOTMENT OF STALL SPACE, THE NOMINATION TO ANY STAKE (INCLUDING NEBRASKA BRED STAKES) WILL NOT GUARANTEE THE GRANTING OF STALLS ON THE GROUNDS.

ENTRY RULES

1. Racing Office will open for entries at 8:00 a.m. Entries close at 10:30 a.m.
2. Horse registration papers with a current health certificate must be on file in the racing secretary's office to receive an entry date.
3. When a person makes a coupled entry, the entry with the better date will be preferred in an overnight race. If they have the same date, the trainer must make first and second choice. Two horses having a common tie through ownership cannot start to the exclusion of a single interest (excluding stakes races). However, a second choice has preference over an in-today horse.
4. A blinker change must be approved by the starter and reported at time of entry.
5. In all races, winners are preferred except where the conditions of the race state otherwise. Maidens entering in winner's race must declare at time of entry that the horse is a maiden.
6. Owners and Trainers must be careful to claim allowances and preference date at time of entry. This is the sole responsibility of the person making the entry.
7. Horses not entitled to the first allowance in a race are not entitled to the third and, if not to the third, then to any subsequent allowances.
8. All entries made by licensed jockey agents on behalf of trainers or owners should be made not later than 9:30 a.m.
9. All entry blanks must be signed by the person making the entry and/or by the racing office employee or racing official filling out the entry.
10. Effective January 1, 2020, all thoroughbred horses that have not been lip tattooed will need to be TRPB digitally tattooed to confirm the identity of the horse and have updated digital photographs available for the race day identification.

HORSEMEN'S PARK 2025 PREFERENCE SYSTEM

1. Preference dates will not supersede conditions of a race. (Winners preferred, high weights preferred, etc.)
2. Horses will not be eligible to receive a date until their papers are on file in the Racing Office with current health and EHV-1 papers.
3. Papers must be registered prior to the first day of entries for a zero date, which is the lowest possible date.
4. All horses registering after 4:00 p.m. Tuesday, May 6th will receive an R date of the day registered.
5. A zero takes preference over a running date.
6. Horses that run will receive a running date corresponding to the date they race and lose all dates previously held.
7. Horses which scratch or are scratched will keep their R date for the day the race ran.
8. All horses placed on the Stewards, Veterinarian or Starters lists will be posted on the bulletin board. They will not be permitted to start until they have been approved to start. Horses placed on these lists will keep their dates if they ran in the particular race in which they made the list. Horses which are scratched will be given a date for the day the horse comes off the list.
9. Horses which have established a date at the current meeting will lose that preference date should their papers be withdrawn from the Racing Office or demonstrate intent to race elsewhere. Should a horse's papers be withdrawn from the Racing Office for just cause, (i.e., tattoo, corrections, change of ownership or clarification etc.) the Racing Secretary may determine the status of the preference date established.
10. Preference dates are good at any distance.
11. In no way does the claiming, ownership transfer or trainer transfer of a horse affect the preference date.
12. In rules four and eight above, if a horse is registered or comes off a list on a non-racing day, the next racing day will be used.
13. Any horses running in a handicap or stake will retain previously held preference date.

In overnight races, horses with no papers in office are least preferred.

When a horse's name appears in a race other than a Sweepstakes and is entered for the following day, such entry will be given no consideration should the race in which it is entered be overfilled. A list of the dates will be posted each day and mistakes must be reported by the owner or trainer prior to the closing of the Racing Office on the day posted.

TRAINERS ARE RESPONSIBLE FOR DATES.

TRACK RULES

Any person on horseback on facility grounds shall wear protective helmet and safety vest. Ponying will not be allowed on the Main Track. The Training Track will be used for ponying of horses.

ENTRY SCHEDULE

Entry Day	Race Day
Tuesday	Friday
Wednesday	Saturday

SCRATCH RULES

In all races, horses will be allowed to scratch down to a minimum of eight (8) starters without reason. All declarations must be made in writing by 9:00 a.m. on the day prior to race day. Any scratch after this time will not be allowed without a valid reason. **All horses scratched at Horsemen's Park shall be by permission of the Stewards only.**

Naming of Riders

Any authorized person entering a horse in any given Race shall, at the time of making such entry, name the Jockey for said horse.

A coupled entry shall be considered one horse for the purpose of this Rule.

The Stewards or their appointee will name a Jockey on all open horses after the draw.

Furosemide (Salix)

Furosemide (Salix) may be administered to a horse entered in a race provided that the entry of a horse must reflect the intent of the owner or trainer. Furosemide must be administered by a licensed veterinarian on the grounds of the association, must be in the injectable form only and must be given not later than four (4) hours prior to post time of the race in which the horse runs. The dosage shall not exceed 250 mg.

Permission of the stewards must be obtained before ceasing administration of furosemide to a horse which ran with furosemide in its system in the horse's previous race.

WORKOUT RULE

Every Commission licensee exercising a horse shall, upon request of the clocker or assistant clockers employed to tabulate the workout times, correctly state the distance over which such horse is to be worked and the point on the race track where it is intended to start the workout. He must identify the horse if requested to do so. **Horses which have not started in 90 days must have 1 creditable work. Nonstarters & horses that have not started in the previous twelve months, must have two creditable works before they will be allowed to start.**

Workers' Compensation

Regarding Nebraska Workers' Compensation Law and Horsemen's Park Park's 2025 race meeting. When you register foal papers in the racing office for the first time, you will be required to state either:

a) That you have at least one employee (at which time you will provide a certificate of Workers' Compensation Insurance for us to keep on file)

OR:

b) That you have no employees (at which time you will sign an affidavit which so states.)

Scratching Parts of Coupled Entries must be made ONE HOUR prior to first post time, the day of the race, stakes excepted.

* * *

In Handicap Stakes, Overnight Handicaps and Allowance Stakes, High Weights on the scale, taking in consideration sex, will be preferred.

* * *

In all races, winners will be preferred except where the conditions of race state otherwise. Maidens entering in winner's race must declare at time of entry the horse is a maiden.

* * *

All claims must be made in writing, on forms and envelopes approved by the racing commission. Both forms and envelopes must be filled out completely and accurately, otherwise the claim will be void. The envelope must be SEALED before depositing in the locked claim box provided for this purpose.

* * *

The Rules of Racing Adopted by the Nebraska State Racing and Gaming Commission Govern All Races Run Over the Course.

* * *

No horse will be allowed to start at Horsemen's Park Race Track Park that has not been registered with the Jockey Club and has not been lip tattooed or digitally tattoo.

Any horse, four-year-old and older that has not been previously tattooed will be done so at the owners expense at **full cost**.

No horse shall be entered in more than one race on any racing day, sweepstakes included.

The Association reserves the right to change or withdraw entirely, any unclosed race.

Every entry in a purse race must be in the name of a person having ownership in the horse, and the full name of every person having an ownership in a horse or, excepting the trainer's percent, an interest in its winnings, must be registered with the Secretary, as must be every change in ownership or interest thereafter made during the meeting.

Every horse must be saddled in the **paddock**. Horses must be in the paddock at least **15** minutes before post time.

Any horse may be inspected by the Track Veterinarian at any time prior to the race.

All horses shall parade and under penalty of disqualification, shall carry their weight from paddock to the starting post and from start to finish of race.

Upon going to the post, all horses must **parade** in front of the stand in the order assigned to them on the official program, and **next to the rail**.

Owner or trainer will be required to deposit jockey fees with Horseman's Bookkeeper by 1:00 p.m. on the day of the race, and upon failure to do so may be fined or suspended and the horse declared out of the race. Contracts with jockeys must be filed with the Secretary.

Horses **penalized** in the race shall not be entitled to any of the allowances in such race.

Horses not entitled to **first allowances** in a race are not entitled to the **second**, and if not to the second, then to no subsequent allowances.

All directives which have been signed by Racing Commission will be posted in racing office.

Daily Racing Form and Equibase charts and past performances and all official or recognized reports, records and statistics concerning races at recognized meets shall be considered in determination of eligibility and penalties and allowances of weight.

The owner and trainer shall be responsible for eligibility and correct weight assignment.

FIRST DAY -- Friday, July 18, 2025
(Entries Close on Tuesday, July 15, 2025)

1	FIRST RACE	CERTIFIED NE BRED ALLOWANCE
	PURSE \$18,500. FOR CERTIFIED NE BRED FILLIES THREE YEARS OLD. Weight 122 lbs. Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		ONE MILE
2	SECOND RACE	CLAIMING
	PURSE \$8,500. FOR THREE YEAR OLDS AND UPWARD. Three Year Olds 122 lbs. Older 125 lbs. CLAIMING PRICE \$4,000 Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		ONE MILE
3	THIRD RACE	CERTIFIED NE BRED CLAIMING
	PURSE \$12,100. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD. Three Year Olds 122 lbs. Older 125 lbs. CLAIMING PRICE \$5,000 Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		SIX FURLONGS
4	FOURTH RACE	CLAIMING
	PURSE \$11,500. FOR THREE YEAR OLDS AND UPWARD. Three Year Olds 122 lbs. Older 125 lbs. CLAIMING PRICE \$6,250, Nebraska Claiming Price \$7,500 Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		SIX FURLONGS
S1	SUBSTITUTE RACE NO 1	CERTIFIED NE BRED ALLOWANCE
	PURSE \$18,500. FOR CERTIFIED NE BRED FILLIES THREE YEARS OLD. Weight 122 lbs. Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		SIX FURLONGS
S2	SUBSTITUTE RACE NO 2	CLAIMING
	PURSE \$11,100. FOR FILLIES AND MARES THREE YEAR OLD AND UPWARD WHICH HAVE NEVER WON TWO RACES. Three Year Olds 122 lbs. Older 125 lbs. CLAIMING PRICE \$7,500 Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		SIX FURLONGS
S3	SUBSTITUTE RACE NO 3	CLAIMING
	PURSE \$11,400. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NEVER WON THREE RACES OR NEBRASKA-BREDS WHICH HAVE NEVER FOUR RACES. Three Year Olds 122 lbs. Older 125 lbs. CLAIMING PRICE \$7,500 Preference to Horses that have Started a Race in the State of Nebraska in 2025.	
		ONE MILE

THIRD DAY -- Friday, July 25, 2025
(Entries Close on Tuesday, July 22, 2025)

1 **FIRST RACE** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$18,500. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 122 lbs. Older 125 lbs.
 Preference to Horses that have Started a Race in the State of Nebraska in 2025. **ONE MILE**

2 **SECOND RACE** **STARTER OPTIONAL CLAIMING**
PURSE \$13,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$7,500 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$12,500; NEBRASKA-BRED CLAIMING PRICE \$15,000.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$12,500, Nebraska Claiming Price \$15,000 **ONE MILE**

3 **THIRD RACE** **CLAIMING**
PURSE \$8,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$4,000
(Claiming Races For \$3,500 Or Less Not Considered In Eligibility)
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **ONE MILE**

4 **FOURTH RACE** **CERTIFIED NE BRED MAIDEN**
PURSE \$16,100. FOR CERTIFIED NE BRED MAIDENS, TWO YEARS OLD.
Weight 122 lbs.
 Preference to Horses that have Started a Race in the State of Nebraska in 2025. **SIX FURLONGS**

S1 **SUBSTITUTE RACE NO 1** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$18,500. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD.
Three Year Olds 122 lbs. Older 125 lbs.
 Preference to Horses that have Started a Race in the State of Nebraska in 2025. **SIX FURLONGS**

S2 **SUBSTITUTE RACE NO 2** **MAIDEN**
PURSE \$11,500. FOR MAIDENS, TWO YEARS OLD.
Weight 122 lbs.
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **SIX FURLONGS**

S3 **SUBSTITUTE RACE NO 3** **CLAIMING**
PURSE \$7,100. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **SIX FURLONGS**

FOURTH DAY -- Saturday, July 26, 2025
(Entries Close on Wednesday, July 23, 2025)

1 **FIRST RACE** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$18,500. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD.
Three Year Olds 122 lbs. Older 125 lbs.
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **ONE MILE**



2 **SECOND RACE** **STARTER OPTIONAL CLAIMING**
PURSE \$13,500. FOR THREE YEAR OLDS AND UPWARD WHICH HAVE STARTED FOR A CLAIMING PRICE OF \$7,500 OR LESS IN 2024 - 2025 OR CLAIMING PRICE \$12,500; NEBRASKA-BRED CLAIMING PRICE \$15,000.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$12,500, Nebraska Claiming Price \$15,000 **ONE MILE**

3 **THIRD RACE** **CLAIMING**
PURSE \$8,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON A RACE IN 2025.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$4,000
(Claiming Races For \$3,500 Or Less Not Considered In Eligibility)
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **ONE MILE**

4 **FOURTH RACE** **CLAIMING**
PURSE \$7,100. FOR THREE YEAR OLDS AND UPWARD.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **ONE MILE**

S1 **SUBSTITUTE RACE NO 1** **CERTIFIED NE BRED ALLOWANCE**
PURSE \$18,500. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD.
Three Year Olds 122 lbs. Older 125 lbs.
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **SIX FURLONGS**



S2 **SUBSTITUTE RACE NO 2** **CLAIMING**
PURSE \$7,100. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD WHICH HAVE NOT WON TWO RACES IN 2025.
Three Year Olds 122 lbs. Older 125 lbs.
CLAIMING PRICE \$2,500
Preference to Horses that have Started a Race in the State of Nebraska in 2025. **SIX FURLONGS**

JOCKEY MOUNT FEES

EFFECTIVE FEBRUARY 17, 2024

PURSE	WIN	PLACE	SHOW	OTHER
UP TO \$4,999	10%	\$85	\$70	\$65
\$5,000 - \$9,999	10%	\$95	\$75	\$70
\$10,000 - \$14,999	10%	> \$110 OR 5% OF PLACE PURSE	\$100	\$85
\$15,000 - \$24,999	10%	5%	> \$105 OR 5% OF SHOW PURSE	\$95
\$25,000 - \$49,999	10%	5%	5%	\$100
\$50,000 - \$99,999	10%	5%	5%	\$100
\$100,00 AND UP	10%	5%	5%	\$120

TERMS & CONDITIONS:

I hereby agree to abide by all rules and regulations, present and future, of the Nebraska State Racing Commission, Nebraska HBPA (d.b.a Horsemen's Park) and agree as final the decision of the Stewards and the Commission on all racing matters.

By the acceptance of this application, the owner and/or trainer agrees to indemnify and hold harmless the Horsemen's Park, officers, agents and employees against any and all claims, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees as a result of or arising out of directly or indirectly, any action or conduct by the applicant, trainer, owner, their agents, employees and/or animals.

The undersigned (acting on behalf of himself, or his principal, or their agents or employees) agrees, in consideration of and as a condition for the acceptance of this application, to make no claim against Nebraska HBPA (d.b.a Horsemens' Park) or anyone acting by or through them, for loss, damage of injury to any property, animal or person resulting from any cause (other than the active negligence or willful act of an agent or employee of Nebraska HBPA including the negligence of any third person connected with any of the activities at Horsemen's Park.

The applicant agrees that if the license granted to the applicant, owner or trainer (acting as agent for the owner) is revoked, the applicant, owner, or trainer shall upon notice from Horsemen's Park RaceTrack Park leave the premises and remove his/her horses from the stalls along with all equipment and other personal property.

POST TIMES

4:00 P.M. FRIDAYS

1:30 P.M. SATURDAYS

SWEEPSTAKES NOTICE

In case a race is declared off due to lack of sufficient entries, nomination and entry fees will be returned on all horses that were entered and have paid the starting fee. Nominating fees on horses that do not enter and pay the starting fee, will be paid to the Nebraska Thoroughbred Breeders Association for the promotion of the breeding industry in Nebraska.

No stable reservation or entry in any race will be received except upon the condition that all disputes, claims and objections arising out of the racing or with respect to the interpretation of any rules or conditions of races of otherwise shall be decided by the Nebraska Racing Commission, the Stewards of the meeting or the Association and such decisions upon all points shall be final.

The Management reserves the right to cancel this event, without notice, at any time prior to the actual running thereof, and to cancel any nomination for event without liability except for return of the entrance money.

GROOM & PONY PERSON ATTIRE:

All grooms should be neatly dressed when taking horses to the paddock. Pony Persons taking horses to the post in the public parade must wear designated jackets and helmet covers. Contact the Horsemen's Park General Office to check-out jackets & helmet covers.

***DOGS ARE NOT PERMITTED IN THE STABLE AREA
DOGS ARE PERMITTED IN THE TRAILER COURT
IF IN ACCORDANCE OF GUIDELINES.***

IMPORTANT

It is understood that all persons participating in this race meet (acting on behalf of themselves, or their principals, or their agents or employees) agree to make no claim against the Nebraska HBPA (d.b.a Horsemen's Park), the Horsemen's Park Race Track, or anyone acting by, for or through them, for loss, damage or injury to any property, animal or person resulting from any cause, including any negligence of any person connected with any of the activities of Nebraska HBPA and said participants agreed to indemnify and hold said corporations and persons harmless from any claims arising by reason of the negligence of any person or other employees or the acts of their animals. All participants should report to the General Manager of said Association any infraction of any of the rules and regulations by any person in or upon the premises of Horsemen's Park Race Track.

The owner and trainer shall be responsible for disclosure at or prior to time of entry, any past performances affecting the eligibility, or penalties or allowances of weight, if such past performances are not disclosed on an official win record that is a part of, or is attached to, the foal registration certificate.

HORSEMEN'S PARK 2025 LIVE RACING CALENDAR

JULY



SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 FIRST DAY POST TIME 4PM	19 SECOND DAY POST TIME 1:30PM
20	21	22	23	24	25 THIRD DAY POST TIME 4PM	26 FOURTH DAY POST TIME 1:30PM
27	28	29	30	31		

ATOKAD DOWNS



SSCREC Racing License Application

Item: 6X Proposed Officials List

Date: May 30, 2025

Item 6X:

Proposed Officials List

Response:

Position	Name
Program Coordinator	Bill Hodtwalker
Steward Placing Judge	Doug Schoepf
Steward Placing Judge	Dennis Kochevar
Racing Secretary/Handicapper/Delivery	Dan Coughlin Jr.
Paddock Judge/Patrol Judge/Clerk of Scales/Jockey's Room Custodian	Doug Schoepf/Dan Coughlin Jr.
Digital Identifier	Denny Hall
Starter/Stall Man	Scott Peers
Racing Office Secretary/Entry Clerk	Dan Coughlin Jr.
Outrider	Bill Krause
Outrider	Paula Thompson
Mutuel Director	Mary Palais
Teller	TBD – WHGO/WHGL Teller
Teller	TBD – WHGO/WHGL Teller
Race Announcer	Gary Schaff

Cc: Stinson, Sierra <Sierra.Stinson@nebraska.gov>

Subject: RE: Request for June Agenda Placement – South Sioux City Racing and Events Center, Inc.

Lynne confirmed that they would like this change.

Thanks,

Laurie

From: Rachael Johnson <rjohnson@hochunkcorporateservices.com>

Sent: Wednesday, May 7, 2025 1:19 PM

To: Ricketts, Casey <Casey.Ricketts@nebraska.gov>

Cc: Holman, Laurie <Laurie.Holman@nebraska.gov>; Stinson, Sierra <Sierra.Stinson@nebraska.gov>; Marshall S. Bass <msbass@hochunkcapital.com>; Darlyn St Cyr <dstcyr@warhorsegaming.com>; Heather Rees <hrees@hochunkcapital.com>; Jim Traylor <jtraylor@warhorsegaming.com>

Subject: Re: Request for June Agenda Placement – South Sioux City Racing and Events Center, Inc.

Dear Executive Director Ricketts,

I am writing to follow up on our recent request to place South Sioux City Racing and Events Center, Inc.'s racing application on the agenda for the upcoming June Commission meeting.

As we continue to refine our planning efforts, we would respectfully request that our proposed race date be modified from August 2, 2025 to August 16, 2025. This adjustment will provide us with additional flexibility to accommodate our construction timeline and ensure all elements of the event are safely and fully prepared.

We have discussed this proposed change with the Nebraska Horsemen and are pleased to share that they are supportive of the revised date as well.

Thank you again for your continued support and partnership. Please let me know if there is any additional information you need from us to formalize this change for Commission consideration.

Rachael

From: Rachael Johnson <rjohnson@hochunkcorporateservices.com>

Sent: Wednesday, April 30, 2025 9:06 AM

To: Ricketts, Casey <Casey.Ricketts@nebraska.gov>

Cc: Holman, Laurie <Laurie.Holman@nebraska.gov>; Stinson, Sierra <Sierra.Stinson@nebraska.gov>; Marshall S. Bass <msbass@hochunkcapital.com>; Darlyn St Cyr <dstcyr@warhorsegaming.com>; Heather Rees <hrees@hochunkcapital.com>; Jim Traylor <jtraylor@warhorsegaming.com>

Subject: Request for June Agenda Placement – South Sioux City Racing and Events Center, Inc.

Dear Executive Director Ricketts,

On behalf of South Sioux City Racing and Events Center, Inc., I am writing to respectfully request that our 2025 Racetrack Operator's License application be placed on the agenda for the upcoming June meeting of the Nebraska Racing and Gaming Commission.

In addition to consideration of the application itself, we would also kindly request that the Commission review and act on the following related materials at that time:

- Proposed list of racing officials
- 2025 Conditions Book
- Proposed takeout rates

We appreciate the Commission's continued partnership as we work to bring expanded racing opportunities to the South Sioux City community. Please let us know if any additional documentation or information is needed in advance of the meeting.

Thank you,

Rachael

Rachael Johnson

Director of Government Affairs and Community Engagement

Ho-Chunk, Inc. | 1404 Fort Crook Road S. Bellevue, NE 68005

Office: (402) 983-9496 x 1017

Cell: (712)301-5579

FIRST DAY -- Saturday, August 16, 2025
(Entries Close on Thursday, August 14, 2025)

1 FIRST RACE NEBRASKA STATE BRED CLAIMING
PURSE \$7,500. FOR CERTIFIED NE BRED FILLIES AND MARES THREE YEARS OLD AND UPWARD.

Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

Preference to horses that have started in the State of Nebraska in 2025. The field will be limited to six starters. Additionally, the sixth place finisher to receive \$200 from the association.

SIX FURLONGS

2 SECOND RACE NEBRASKA STATE BRED CLAIMING
PURSE \$7,500. FOR CERTIFIED NE BRED THREE YEAR OLDS AND UPWARD.

Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

Preference to horses that have started in the State of Nebraska in 2025. The field will be limited to six starters. Additionally, the sixth place finisher to receive \$200 from the association.

SIX FURLONGS

3 THIRD RACE CLAIMING
PURSE \$7,500. FOR FILLIES AND MARES THREE YEARS OLD AND UPWARD.

Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

Preference to horses that have started in the State of Nebraska in 2025. The field will be limited to six starters. Additionally, the sixth place finisher to receive \$200 from the association.

SIX FURLONGS

4 FOURTH RACE CLAIMING
PURSE \$7,500. FOR THREE YEAR OLDS AND UPWARD.

Three Year Olds 121 lbs. Older 125 lbs.

CLAIMING PRICE \$5,000

Preference to horses that have started in the State of Nebraska in 2025. The field will be limited to six starters. Additionally, the sixth place finisher to receive \$200 from the association.

SIX FURLONGS

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From: [Rachael Johnson](#)
To: [Rappl, Mayzee](#)
Cc: [Mary Palais](#); Imcnally@warhorsegaming.com
Subject: Re: URGENT! Proposed takeout Rates
Date: Wednesday, June 18, 2025 1:59:23 PM

Hi, Mayzee --

My apologies. I did not realize those were not submitted.

I just talked with Mary, who will be managing the mutuels at Atokad, and we are going to do the same takeout rates as the Lincoln and Omaha tracks.

18% for Win, Place, Show

23% for Exotics

I have also CC'd Mary to this email in case additional questions arise.

Thank you,

Rachael

From: Rappl, Mayzee <Mayzee.Rappl@nebraska.gov>
Sent: Wednesday, June 18, 2025 1:44 PM
To: Rachael Johnson <rjohnson@hochunkcorporateservices.com>
Subject: FW: URGENT! Proposed takeout Rates

From: Rappl, Mayzee
Sent: Wednesday, June 18, 2025 1:12 PM
To: Lynne Mcnally <Imcnally@warhorsegaming.com>
Subject: FW: URGENT! Proposed takeout Rates

I received an out of office email from Lori, I am wondering if you or anyone else can help me with this please?

From: Rappl, Mayzee
Sent: Wednesday, June 18, 2025 1:10 PM
To: Lori Thomas <lorit@nebraskahorsemen.com>; lorit@nebraskahbpa.com
Subject: URGENT! Proposed takeout Rates

OGALLALA/HER

Hastings Exposition & Racing, Inc./Lake Mac Racetrack
1407 S. Lexington Ave., Hastings, Nebraska 68901/777 Pony Express Lane, Ogallala, Nebraska
69153

June 17, 2025

Ms. Casey Ricketts
Executive Director
Nebraska State Racing Commission
Lincoln, NE 68501

RE: Lake Mac Racetrack Racing Officials

Director Ricketts,

Hastings Exposition and Racing, Inc./Lake Mac Racetrack respectfully submits the following list of Racing Officials for the June 20, 2025, Nebraska Racing and Gaming Commission meeting. HER is also requesting to race our first race date on August 19, 2025, first post at 3:00 pm.

Steward	Doug Scheopf
Steward	Dennis Kochevar
Racing Secretary/Track Bookkeeper	Cynthia Smith
Track Superintendent	Moe Nye
Stallman/Clocker	Blake Becker
Identifier/Clerk of Scales	Denny Hall
Paddock Judge/Jockey Room Attendant	Wayne Anderson
Starter	Scott Peers
Assistant Starter	Brandon Rinehart
Assistant Starter/Valet (up to 7)	Daren Stortzum
	Devin Stortzum
	Michael Kirby
	Brent Shaw
	Chandler Rushton
	Ramon Preciado
	Ric Bulin
	TBD
Outrider	Amanda Brock
Outrider	Paula Thompson
Photo	Finish American Teletimer, Inc.
Track Photographer	Robyn and Bridget Lewandowski
Video	American Teletimer, Inc.
Tote provider	United Tote, Sara Miller and Andy Lonnon
Security	Custom Security Investigations, Hastings,
NE/Shared Security with LMCRR	
Ambulance	Keith County EMS, Ogallala, Nebraska

Track Announcer
Sound System

Dustyn Stortzum
Lake Mac Casino Resort and Racetrack

Respectfully,

- 

Cynthia Smith
President and Vice President of Racing
Hastings Exposition and Racing, Inc/Lake Mac Racetrack

From: [CYNTHIA SMITH](#)
To: [Ricketts, Casey](#)
Subject: HER Race Day Request 2025
Date: Friday, May 30, 2025 2:17:36 AM

Dear Ms. Ricketts and Nebraska Racing and Gaming Commissioners,

Hastings Exposition and Racing, Inc. is formally requesting approval for a race date at the newly constructed Lake Mac Racetrack in Ogallala, Nebraska, on **Tuesday, August 19, 2025**.

Event Details:

- **Venue:** Lake Mac Racetrack
- **Location:** Ogallala, Nebraska
- **Date:** Tuesday, August 19, 2025
- **Race Type:** Quarter Horse Racing
- **Race Day Schedule:** first post 3 p.m.

This event marks the inaugural race at Lake Mac Racetrack, and we are excited Governor Jim Pillen will be not only attending the races but participating in the post parade and race day events. We would like to extend the invitation to the NRGCC Commissioners to attend the races and race day events in August. More information and specific details for race day events to follow.

We are committed to ensuring that all necessary infrastructure, safety measures, and regulatory requirements are met prior to the event. We kindly request the Commission's approval to host this race date on August 19th, 2025.

Please let us know if you require any additional information or documentation to support this request.

Respectfully,

Cynthia Smith

Vice President of Racing

Hastings Exposition and Racing, Inc.

Lake Mac Racetrack

Ogallala, NE



2025 Condition Book

1 Day – August 19, 2025

Hastings Exposition and Racing, Inc.

Operates under the supervision of The State of Nebraska and The Nebraska Racing and Gaming Commission

Board of Directors

Cynthia Smith – President/Director

Jillian Dredla – Vice President/Director

Blake Becker – Secretary/Treasurer/Director

Nebraska

State Racing Commission

Jim Pillen – Governor

Commissioners

Dennis P. Lee – Chairman

Janell Beveridge, Chairman

Jeffrey Gaylen - Commissioner

Chris Stinson - Commissioner

Helen Abbott Feller – Commissioner

Tony Fulton – Commissioner

John Barrett – Commissioner

State Officials

Casey Ricketts, Director

Dr. David Radechel, State Veterinary

General Information

Race Meet: 1 Day, Tuesday, August 19, 2025

First Post Time: 3:00 p.m.

Location: 777 Pony Express Lane, Ogallala, Nebraska 69153

Racing Strip: 5/8 mile oval, 440 foot chute.

Mechanical Equipment: LZ Starting gate, United Tote

First Aid: Keith County EMS will be on duty during Live Racing.

Address All Communications To:

Lake Mac Racetrack
PO Box 1446
Hastings, NE 68902-1446
Phone: 402-979-6762

Lake Mac Racetrack House/Track Rules

A race will be written each day with preference given to Registered Nebraska Bred Quarter Horses.

The rules of racing adopted by the Nebraska State Racing and Gaming Commission shall govern all races run over the course.

All Owners, Trainers, and Jockeys shall be licensed by the Nebraska State Racing Commission. Applications can be obtained by: 1) online at www.horseracing.state.ne.us; 2) request application be faxed to you; 3) at Lake Mac Racetrack; 4) Nebraska Racing Commission, Phone 402-471-4155.

Workers' Compensation – Regarding Nebraska Workers' Compensation Law and Hastings Exposition and Racing, Inc. 2024 race meeting. When you register foal papers in the racing office for the first time, you will be required to state either;

- a) That you have at least one employee (at which time you will provide a certificate of Workers' Compensation Insurance for us to keep on file.
OR
- b) That you have no employees (at which time you will sign an affidavit which so states.)

Jockeys shall be named at time of entry.

The association (Lake Mac Racetrack) reserves the right to cancel any Stake or other race prior to the actual running thereof, without liability, except for the return of nomination fees paid.

Identification of Horses

No horse shall be permitted to start that has not been fully identified. Responsibility in the matter of establishing either the identity of a horse or his complete and actual ownership shall be as binding on the person so identifying or undertaking to establish as it is on the person having the horse requiring identification, and the same penalty shall apply to them in the case of fraud or attempt at fraud.

Horses will be permitted to start only upon producing the certificate of registration of the AQHA showing the colors and markings and having the necessary lip tattoo or identifiable chip. All horses coming to the track must have listed on their AQHA registration Certificates all transfers of ownership. No horse will be permitted to start without such an accurate and complete record.

All ownership in a horse, except a trainer's percentage of his winnings, shall be filed with the Racing Secretary before the horse shall start. All horse papers must be in the racing office before such horse shall race.

Safety Vests

In all races Jockeys must wear approved safety helmets and safety vests, the weight of which shall not be included in the Jockeys' weight.

Grooms and Pony Persons Attire

All grooms should be neatly dressed when taking horses to the paddock. Pony people taking horses to the post in the public parade shall wear a Lake Mac Racetrack polo shirt and must keep themselves and their mounts well groomed. All pony people are required to wear a safety helmet.

All trainers who have employees must have Workmen's Compensation coverage per Nebraska Law.

Notice to all owners and Trainers

Any owner or trainer employing unlicensed help will be held completely responsible for all medical bills incurred by such help because of an accident at Lake Mac Racetrack. Any owner or trainer employing unlicensed help is subject to disciplinary action by the Stewards.

Notice

All Owners, Trainers and Jockeys do hereby agree to hold Lake Mac Racetrack harmless from any loss, cost or damages caused by their wrongful or negligent conduct arising from any occurrence in which they or their property or animals may be involved in while on the grounds or property of Lake Mac Racetrack. Neither Hastings Exposition and Racing, Inc, nor Lake Mac Racetrack shall be liable for any injury or death to any person or horse occurring on track property and premises.

Workouts

No horse shall be allowed to start which has not raced in ninety (90) days unless it has one credible work. A horse which has never started will need one credible work from the gate and one credible work. A horse which has not started within the last twelve (12) months will not be allowed to start unless it has two (2) credible works.

Furosemide-Lasix-Salix

Furosemide (Salix) may be administered to a horse entered in a race provided that the entry of a horse must reflect the intent of the owner or trainer. Furosemide must be administered by a licensed veterinarian on the grounds of the association, must be in the injectable form only, and must be given not later than four (4) hours prior to post time of the race in which the horse runs. The dosage shall not exceed 250 mg. Permission of the stewards must be obtained before ceasing administration of Furosemide to a horse which ran with Furosemide in its system in the horse's previous race.

Coggins Test

All out-of-state horses must be tested negative for Equine Infectious Anemia (EIA) and a valid certificate of test (Coggins Test) shall accompany the foal certificate. A valid EIA certificate is a negative test issued within twelve (12) months of the horses' arrival to the grounds. States exempt from the above EIA are Nebraska and South Dakota.

Screening Rule

Eligibility requirements: All horses over twelve years of age will not be eligible.

Horseman's Bookkeeper

Prior to entry, owners are required to have on deposit with the Horseman's Bookkeeper sufficient funds to cover expenses of starting that horse. Owners are also required to furnish the Horseman's Bookkeeper with their social security number and current address. There will be a \$45.00 service charge on all returned checks for these items. Owners are responsible for Jock Mounts and all other fees incurred.

Equipment

Trainers must be consistent in the use of equipment. Permission to change equipment must be secured prior to entry with the Paddock Judge. Permission of the Starter is also required for any change in the use of blinkers or the use of a flipping halter. Flipping halters may be used at your own risk with the consent of the starter. If, in the Steward's sole discretion, the late break of a horse is due to a flipping halter, there will be no recourse whatsoever including the refund of any fees.

Heading of Horses

The responsibility to provide qualified individuals to head and/or tail a horse in the starting gate shall rest with the trainer. Qualified individuals must be licensed by the Nebraska State Racing Commission.

Entries

Every entry in a purse race must be in the name of a person having ownership in the horse, and the full name of every person having an ownership in the horse or, excepting the trainer's percent, an interest in its winnings, must be registered with the Secretary, as must be every change in ownership or interest thereafter made during the meeting.

Horses whose calks are so badly worn or rounded as to prevent the horse from obtaining good footing shall have shoes replaced in the paddock, at the expense of the owner.

All horses shall parade and under penalty of disqualification, shall carry their weight from paddock to the starting post and from start to finish of race.

Upon going to the post, all horses must **parade** in front of the stand in the order assigned them on the unofficial program, and **next to the rail**.

Scratch Policy

All horses scratched at Lake Mac Racetrack may only be made by permission of the Stewards.

Schedules

There will not be also eligibles. All horses shall be entered to run. Horses scratched at Lake Mac Racetrack will be by permission of the Stewards only.

Stalls/Stabling

The barn area and stalls will be open to receive horses August 18, 2025. The Racing Secretary will assign stalls at the Racing Office.

Training

The racetrack will not be open for training.

First Day – Tuesday, August 19, 2025
(Entries Close on Tuesday, August 12, 2025)

1 FIRST RACE NEBRASKA BRED MAIDEN

QUARTER HORSE

PURSE \$20,000 (RESTRICTED TO CERTIFIED NEBRASKA BRED QUARTERHORSES) FOR MAIDENS, THREE YEAR OLDS AND UPWARD. Limited to 8 starters.
Three Year Olds.....122 lbs. Older.....124 lbs.

350 YARDS

2 SECOND RACE ALLOWANCE

QUARTER HORSE

PURSE \$19,000 FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON 2 RACES. Limited to 8 starters.
Three Year Olds.....122 lbs. Older.....124 lbs.

350 YARDS

3 THIRD RACE ALLOWANCE

QUARTER HORSE

PURSE \$18,000 FOR THREE YEAR OLDS AND UPWARD. Limited to 8 starters.
Three Year Olds.....122 lbs. Older.....124 lbs.

350 YARDS

S1 SUB RACE NO 1 ALLOWANCE

QUARTER HORSE

PURSE \$19,000 FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON 2 RACES. Limited to 8 starters.
Three Year Olds.....122 lbs. Older.....124 lbs.

300 YARDS

S2 SUB RACE NO 2 ALLOWANCE

QUARTER HORSE

PURSE \$18,000 FOR THREE YEAR OLDS AND UPWARD. Limited to 8 starters.

Three Year Olds.....122 lbs. Older.....124 lbs.

300 YARDS

Hastings Exposition & Racing, Inc./Lake Mac Racetrack
1407 S. Lexington Ave., Hastings, Nebraska 68901/777 Pony Express Lane, Ogallala, Nebraska
69153

June 17, 2025

Ms. Casey Ricketts
Executive Director
Nebraska State Racing Commission
Lincoln, NE 68501

RE: Lake Mac Racetrack Takeout Rates

Director Ricketts,

Hastings Exposition and Racing, Inc., requests the Nebraska Racing Commission allow the following takeout rates for the 2025 live race meet:

Takeout rate 18% for WPS and 23% for Exotics
The Daily Double will be offered

Respectfully,

- 

Cynthia Smith
President and Vice President of Racing
Hastings Exposition and Racing, Inc/Lake Mac Racetrack

**OGALLALA/LAKE
MAC CASIN RESORT
& RACETRACK**

**POTENTIAL IMPACT IN
NEBRASKA OF THE
MICHIGAN FEDERAL COURT
DECISION RELATED TO THE
HORSERACING ACT AND
OFF-TRACK SIMULCASTING
WAGERING IN NEBRASKA**

Feb 19 2025

Issuance of
Preliminary injunction
- Preemption of
IHA over
State Rules

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CHURCHILL DOWNS TECHNOLOGY
INITIATIVES COMPANY,

Plaintiff,

Case

v.

Hon.

Feb 19, 2025

MICHIGAN GAMING CONTROL
BOARD, et al.,

Granting preliminary injunction
against Michigan's law

Defendants.

OPINION

Plaintiff Churchill Downs Technology Initiatives Company (“TwinSpires”) filed a complaint against Defendants Michigan Gaming Control Board (“MGCB”), MGCB Executive Director Henry L. Williams, Jr. (“Executive Director”), and Attorney General for the State of Michigan Dana Nessel (“Attorney General”). (ECF No. 1.) TwinSpires alleges that Defendants violate the United States Constitution through their enforcement of licensing provisions in the Michigan Horse Racing Law. Specifically, TwinSpires claims that the Interstate Horseracing Act (15 U.S.C. §§ 3001-3007) preempts the state law’s requirement to partner with in-state institutions (Mich. Comp. Laws §§ 431.308(1)(d), 431.317(10)), and that this requirement conflicts with Congress’s exclusive powers over interstate commerce. Before the Court is TwinSpires’s motion for preliminary injunction to prevent Defendants from enforcing the state’s licensing requirement. (ECF No. 11.) For the reasons stated herein, the Court will grant TwinSpires’s motion.

I. BACKGROUND

TwinSpires is a multi-jurisdictional wagering hub licensed in the State of Oregon. (Murr Decl. 4, ECF No. 11-1; Or. License, ECF No. 11-3.) Users from across the country can place

interstate wagers on horse races through TwinSpires via its online platforms. (Murr Decl. 4-5.) TwinSpires accepts wagers—including pari-mutuel wagers—at its processing hub in Oregon. (*Id.* at 5.) Unlike fixed-odds betting, where the odds (and expected payout) are established at the time a bettor places a wager, in pari-mutuel betting, the host collects all the wagers and pools them together. After an initial “takeout” amount covers payments to the host and the racetrack, as well as taxes and fees, the host distributes the pooled wagers among the winners. In part because the host has no vested interest in a specific outcome, pari-mutuel wagering has become the predominant form of gambling on horse racing. (*Id.* at 4-5.)

As interstate pari-mutuel wagering became popular through the 1970s, Congress passed the Interstate Horseracing Act of 1978 (“IHA”) to regulate the industry and “ensure States will continue to cooperate with one another in the acceptance of legal interstate wagers.” 15 U.S.C. § 3001. The statute outlines the exclusive procedures by which a “person”¹ can accept interstate off-track wagers, striking a delicate balance between state authority over intrastate activity and Congress’s powers over interstate commerce. *Id.* § 3003. For interstate off-track wagers, an “off-track betting system”² needs consent only from certain racetracks and certain state regulatory entities. *Id.* § 3004. The IHA does not govern how entities give their consent to off-track betting systems for interstate off-track wagers; it only establishes which entities the off-track betting system needs consent from in order to accept such wagers. *Id.*

Pari-mutuel wagering on horse races has been lawful in Michigan since 1933. In 1995, the Michigan legislature overhauled its horse racing regulatory scheme by enacting the Michigan

¹ In the IHA, a “person” is defined as “any individual, association, partnership, joint venture, corporation, State or political subdivision thereof, department, agency, or instrumentality of a State or political subdivision thereof, or any other organization or entity.” 15 U.S.C. § 3002(1).

² Defined as “any group which is in the business of accepting wagers on horseraces at locations other than the place where the horserace is run, which business is conducted by the State or licensed or otherwise permitted by State law.” 15 U.S.C. § 3002(7).

Horse Racing Law (“MHRL”), which reestablished pari-mutuel wagering as a legal form of betting on horse racing. 1995 Mich. Legis. Serv. P.A. 279 (H.B. 4526) (current version at Mich. Comp. Laws § 431.317(1)). According to the House Fiscal Agency, a nonpartisan agency within the Michigan legislature that provides analyses for bills and statutes, the MHRL “affirmatively authorize[d] the pari-mutuel system of wagering on the results of horse races” and “also prescribe[d] how pari-mutuel wagering is to be carried out.” House Fiscal Agency Legis. Analysis, Pub. Acts 271 & 272 of 2016 (2016) [hereinafter House Fiscal Agency 2016 Analysis]. In 2019, after recognizing that pari-mutuel wagering through online and mobile applications was not regulated in the statute, the Michigan legislature passed amendments that created a new licensing requirement for third-party facilitators (entities that accept wagers electronically). House Fiscal Agency Legis. Analysis, Pub. Act 153 of 2019 (2020). As the law is currently written, to obtain a third-party facilitator license, a “person” “must have a joint contract with all race meeting licensees and certified horsemen’s organizations in [Michigan].” Mich. Comp. Laws § 431.308. Only persons with either a race meeting license (given to entities that “conduct live horse racing, simulcasting, and pari-mutuel wagering . . . at a licensed race meeting in [Michigan]”) or a third-party facilitator license can accept pari-mutuel wagers in Michigan. Mich. Comp. Laws §§ 431.308(b), 431.317(10).

TwinSpires has been accepting wagers from Michiganders since the early 2010s. (Munn Decl. 9.) After Michigan enacted the 2019 Horse Racing Law amendments, TwinSpires entered into a contract with the sole racetrack operating in Michigan at the time—Northville Downs—to comply with the third-party facilitator licensing requirement. (Id. at 10-11.) However, Northville

³ In the MHRL, a “person” is defined as “an individual, firm, partnership, corporation, association, or other legal entity.” Mich. Comp. Laws 431.302(p).

Downs temporarily lost its license to operate in Michigan while it moved the location of its racetrack. On January 1, 2025, no horsetracks in Michigan were licensed. Because no horsetracks were licensed, there were no horsetracks for third-party facilitators to partner with, so entities like TwinSpires could not comply with the MHRL licensing requirement. The MGCB instructed these third-party facilitators not to accept wagers from Michigan residents until they could contract with a licensed racetrack. While TwinSpires's competitors stopped accepting wagers from Michigan at that time, TwinSpires resisted the MGCB's request and continued accepting wagers. In response, the MGCB issued a summary suspension order against TwinSpires on January 7, 2025, suspending its third-party facilitator license and threatening additional sanctions. (ECF No. 15-4.)

2025 On January 31, Northville Downs received its requisite licensing, allowing third-party facilitators to accept wagers in accordance with the MHRL license requirement. Mich. Gaming Control Bd., Ord. Ending Northville Downs Summary Suspension (Jan. 31, 2025), <https://perma.cc/VLZ7-YC4W>. However, the MGCB has maintained its suspension against TwinSpires. *See id.* (explaining that TwinSpires's third-party facilitator license remained suspended with litigation pending).

TwinSpires asserts that compliance with the third-party facilitator license requirement was unnecessary because of the preemptive effect of the IHA and that any related sanctions would be unconstitutional. TwinSpires claims it voluntarily acquiesced to the MHRL license requirement to promote a good relationship with the MGCB and stimulate growth in Michigan's horse race industry.

Defendants disagree. According to Defendants, the IHA does not restrict a state's ability to require additional consent for interstate off-track wagers. Because TwinSpires has accepted wagers that were placed in Michigan, Defendants argue that TwinSpires has violated the MHRL

licensing requirement and is subject to penalties, including fines and licensing suspensions. Mich. Comp. Laws § 431.307. Defendants argue that TwinSpires accepts wagers in Michigan and therefore needs consent (via a license) from Michigan regulatory entities.

TwinSpires filed its complaint in this Court on January 12, 2025. On January 16, the Executive Director filed a complaint and an emergency motion for a temporary restraining order against TwinSpires in the Third Judicial Circuit Court for Wayne County, seeking an order preventing TwinSpires from operating in Michigan without a license. TwinSpires filed a motion for a preliminary injunction against Defendants in this Court on January 17, 2025, and removed the Executive Director's state court lawsuit to the United States District Court for the Eastern District of Michigan on January 21, 2025, where it remains pending.

original suit

State Court

2nd

II. JURISDICTION

As a threshold issue, Defendants argue that this Court does not have jurisdiction over TwinSpires's claims. The Court addresses each of Defendants' jurisdictional arguments below.

A. Cause of Action

Defendants argue that TwinSpires lacks jurisdiction because the Supremacy Clause does not bestow upon plaintiffs a cause of action under which they can bring a claim. *Armstrong v. Exceptional Child Ctr., Inc.*, 575 U.S. 320, 325 (2015) (“[T]he Supremacy Clause is not the source of any federal rights . . . and certainly does not create a cause of action.” (internal punctuation and citation omitted)). However, as the Supreme Court explained, “[t]o say that the Supremacy Clause does not confer a right of action is not to diminish the significant role that courts play in assuring the supremacy of federal law.” *Id.* In fact, in *Armstrong*, the Supreme Court reiterated the existence of a “long recognized” implied right of action “if an individual claims federal law immunizes him from state regulation.” *Id.* In such cases, “the court may issue an injunction upon finding the state regulatory actions preempted.” *Id.* (citing *Ex parte Young*, 209 U.S. 123, 155-56

(1908)); *see also Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 96 n.14 (1983) (“It is beyond dispute that federal courts have jurisdiction over suits to enjoin state officials from interfering with federal rights. . . . A plaintiff who seeks injunctive relief from state regulation, on the ground that such regulation is pre-empted by a federal statute which, by virtue of the Supremacy Clause of the Constitution, must prevail, thus presents a federal question which the federal courts have jurisdiction under 28 U.S.C. § 1331 to resolve.”). Additionally, the state actor need not have already acted in the allegedly unconstitutional manner. *Ex parte Young*, 209 U.S. at 167 (explaining that whether the state actor has already commenced—or “is about to commence”—the allegedly unconstitutional action, “[t]he state cannot, in either case, impart to the official immunity from responsibility to the supreme authority of the United States.”).

Armstrong merely clarified that the Supremacy Clause does not confer a cause of action, an important point for the ultimate holding: because the implied cause of action to enjoin state actors is based on common law principles of traditional equity jurisprudence rather than the Constitution (via the Supremacy Clause), a federal statute may preclude this type of private enforcement. *Armstrong*, 575 U.S. at 327-28 (“The power of federal courts of equity to enjoin unlawful executive action is subject to express and implied statutory limitations.” (citing *Seminole Tribe of Fla. v. Florida*, 517 U.S. 44, 74 (1996))); *see also* Richard H. Fallon, Jr. et al., Hart and Wechler’s *the Federal Courts and the Federal System* 844-45 (7th ed. 2015) (explaining that *Armstrong* reaffirmed the implied cause of action to enjoin state law on federal preemption grounds, subject to limitations from Congress via the relevant federal statute).

To determine whether a federal statute precludes this implied cause of action, courts look to whether Congress expressed an “‘intent to foreclose’ equitable relief.” *Armstrong*, 575 U.S. at 328 (quoting *Verizon Md., Inc. v. Pub. Serv. Comm’n of Md.*, 535 U.S. 635, 647 (2002)). Congress

exhibits an intent to foreclose equitable relief when the language of the federal statute suggests that the courts are not the proper forum to adjudicate equitable claims of this nature. *Id.*

Armstrong presents a helpful example of such an intent to foreclose. In *Armstrong*, private parties sued Idaho health care officials that reimbursed providers at rates lower than what the Medicaid Act prescribed. *Id.* at 323-24. The private parties claimed that the state health care officials' actions were unconstitutional, preempted by federal statute. *Id.* However, the language of the Medicaid Act clarified that Congress expressly created an alternative remedy for when state actors violated the Medicaid Act's reimbursement provisions. *Id.* at 328 (“[T]he sole remedy Congress provided for a State’s failure to comply with Medicaid’s requirements . . . is the withholding of Medicaid funds by the Secretary of Health and Human Services.”). Congress did not want private parties to sue state health care officials over conflicts with Medicaid’s requirements; Congress wanted the Secretary of Health and Human Services to resolve such disputes. *Id.* The Supreme Court recognized that when a statute’s language creates an alternative, exclusive remedy for a Supremacy Clause violation, it illustrates an intent to foreclose equitable relief against state actors. *Id.* And, while an alternative remedy “might not, *by itself*, preclude the availability of equitable relief,” if the federal statute also creates “judgment-laden standard[s]” that are “judicially unadministrable [by] nature,” it suggests courts are not the proper forum to resolve a conflict with defiant state actors. *Id.* at 328-29.

Unlike the Medicaid Act’s exclusive remedy for a state’s noncompliance with federal regulation, the IHA is silent on the process by which persons can sue a state if the state does not comply with the preemptive elements of the statute.⁴ Such silence does not preclude an implied

⁴ As discussed in detail below, the IHA only limits a person’s ability to sue a state when the person proceeds under the cause of action outlined in section 3006(a). 15 U.S.C. § 3006(d). The cause of action is related to noncompliance with the IHA’s acceptance procedure, not the implied cause of action for equitable relief based on preemption. *Id.*

right of action for equitable relief against a state actor that is allegedly violating preemptive elements of a federal statute; in fact, it signals Congress had no intent to foreclose such claims in equity. Even if a federal statute “does not confer jurisdiction,” so long as it “does not divest the district courts of their authority under 28 U.S.C. § 1331 to review the [state actor’s] order for compliance with federal law,” then federal jurisdiction exists. *Verizon Md., Inc.*, 535 U.S. at 642; *see also Armstrong*, 575 U.S. at 331 (evaluating the implied cause of action under equitable principles as an independent basis for jurisdiction; the Court later analyzed whether the Medicaid Act’s language expressly created a private right of action).

Because the IHA did not create an alternative, exclusive remedy for when state actors conflict with federal requirements, and the language of the IHA is far from judicially unadministrable, Congress did not express an intent to foreclose TwinSpires’s equitable claims.

Defendants cite *Lindsey v. Whitmer*, 124 F.4th 408, 415 (6th Cir. 2024) to reiterate that “the Supremacy Clause doesn’t establish standing. It is ‘not the source of any federal rights.’” *Id.* (quoting *Armstrong*, 575 U.S. at 324). As discussed above, the Court agrees that the Supremacy Clause does not confer a right of action. TwinSpires proceeds via the distinct implied right of action for equitable claims against state actors that violate preemptive principles of federal statutes. In *Lindsey*, the Court of Appeals made it clear that it sought not “to change Supreme Court precedents or redraw the lines created by them.” *Id.* Instead, the Court of Appeals reaffirmed the notion that common law equitable relief is subject to constraints from either the Constitution or federal statute. *Id.* at 415-16. In *Lindsey*, the constraints came from the Constitution. The Court of Appeals noted that the Constitution deprives individual legislators of standing to sue for equitable relief against the Executive Branch. *Id.* “The equitable powers of federal courts are limited by historical practice.” *Whole Woman’s Health v. Jackson*, 595 U.S. 30, 44 (2021). One

such practice is refraining from interference between “the bitter political battle[s]’ between the branches.” *Lindsey*, 124 F.4th at 416 (quoting *Raines v. Byrd*, 521 U.S. 811, 827 (1997)). TwinSpires’s equitable claim does not implicate the issue of legislative standing nor other limitations on the implied right of action established through historical practice; it faces no constraints from the Constitution or federal statute.

The Court will follow in the footsteps of the well-established precedent that acknowledges an implied cause of action for TwinSpires’s equitable claim. *E.g.*, *Whole Woman’s Health v. Jackson*, 595 U.S. at 44 (“Consistent with historical practice, a federal court exercising its equitable authority may enjoin named defendants from taking specified unlawful actions.”); *Armstrong*, 575 U.S. at 327-28; *Verizon Md., Inc.*, 535 U.S. at 642; *Shaw*, 463 U.S. at 96 n.14; *Ex parte Young*, 209 U.S. at 155-56.

B. Jurisdiction Under the IHA

Defendants argue that TwinSpires lacks standing to sue under the IHA’s express cause of action. The IHA creates a cause of action for “[t]he host State, the host racing association, or the horsemen’s group” to “commence a civil action against any person alleged to be in violation of this chapter.” 15 U.S.C. § 3006. The cause of action specifically refers to suits related to “person[s] accepting any interstate off-track wager in violation of [the IHA].” *Id.* §§ 3005, 3006(a); *see also Sterling Suffolk Racecourse Ltd. P’ship v. Burrillville Racing Ass’n, Inc.*, 989 F.2d 1266, 1270 (1st Cir. 1993) (discussing the limited cause of action outlined in the IHA for when a person accepts an interstate off-track wager contrary to the process established in the statute).

Defendants contend that because TwinSpires is neither a host state, host racing association, or a horsemen’s group, they cannot proceed under the cause of action. Defendants are correct, but it matters not. TwinSpires is not proceeding under this cause of action. As discussed above,

TwinSpires is proceeding under the implied cause of action available to enjoin state actors from violating federal law. That implied cause of action exists independently from any express cause of action outlined in a statute (so long as the statute does not specifically create an alternative remedy for cases in equity—against state actors—based on preemption). *Armstrong*, 575 U.S. at 327-28, 331. Even though the federal statute in question does not affirmatively grant a cause of action for TwinSpires, because the federal statute does not indicate Congress’s intent to foreclose private enforcement of preemption principles, TwinSpires can proceed under the implied cause of action for equity claims against state actors that allegedly violate the Constitution. *Id.* at 331; *Verizon Md., Inc.*, 535 U.S. at 642.

C. Injunctive Relief Under the IHA Against Michigan

Defendants next assert that the IHA prevents TwinSpires from proceeding against state actors. It does not. As indicated above, the IHA outlines a limited cause of action for when a person accepts an interstate wager in violation of the IHA. It does not preclude parties from proceeding under the implied right of action to enjoin state actors from unconstitutional conduct.

The IHA limits a person’s right to sue a state, but only for the cause of action outlined in the IHA. 15 U.S.C. § 3006(d) (“Nothing in this chapter shall be construed to permit a State to be sued *under this section* other than in accordance with its applicable laws.”) (emphasis added). The IHA prevents private parties from suing a state when a person does not properly accept an interstate off-track wager. Simply put: a state is not to be held liable when an in-state horse race association or off-track betting system accepts a wager in violation of the IHA. *Id.* But this restriction does not apply to the case before the Court; TwinSpires proceeds under a separate cause of action—one that the IHA does not restrict.

D. Eleventh Amendment Immunity

TwinSpires has named the MGCB and the Attorney General as defendants in this case. Defendants argue that TwinSpires cannot sue the MGCB and the Attorney General.

“Generally, States are immune from suit under the terms of the Eleventh Amendment and the doctrine of sovereign immunity.” *Whole Woman’s Health*, 595 U.S. at 39. This immunity applies equally to state agencies. *LIUNA v. Neff*, 29 F.4th 325, 330 (6th Cir. 2022) (citing *Mt. Healthy City Sch. Bd. of Educ. v. Doyle*, 429 U.S. 274, 280 (1977)). There exists a “narrow exception grounded in traditional equity practice—one that allows certain private parties to seek judicial orders in federal court preventing state executive officials from enforcing state laws that are contrary to federal law.” *Whole Woman’s Health*, 595 U.S. at 39 (emphasis added) (citing *Ex parte Young*, 209 U.S. at 159-60). MGCB is not an official. It maintains immunity under the Eleventh Amendment as a state agency—an arm of the state. *Ashford v. Univ. of Mich.*, 89 F.4th 960, 969 (6th Cir. 2024). The MGCB has not waived this immunity, and Congress has not “unequivocally expresse[d] its intent to abrogate sovereign immunity” for this claim. *Id.* The Eleventh Amendment bars TwinSpires’s claims against the MGCB.

As indicated above, the exception to Eleventh Amendment immunity is narrow, applying only to those officials that “enforce state laws.” *Id.* TwinSpires bears the burden of directing the Court “to any enforcement authority the attorney general possesses in connection with” the MHRL. *Id.* at 44 (dismissing claims against the Attorney General of Texas). TwinSpires has met this burden. Unlike in *Whole Woman’s Health*, where the Attorney General of Texas could not enforce the statute in question, here, the Attorney General enforces the penalties that the Executive Director seeks to impose under the MHRL. Because TwinSpires has properly alleged that the Executive Director and the Attorney General are responsible for enforcing the purportedly

unconstitutional actions, Eleventh Amendment immunity does not shield TwinSpires's claims against the Executive Director and the Attorney General.

III. STATUTORY LANGUAGE

Before addressing the parties' legal theories for TwinSpires's motion for preliminary injunction, the Court must establish the starting gate for the remainder of its analysis. While the Court has already addressed its interpretation of the jurisdictional language in the IHA, because the parties offer conflicting interpretations of the relevant IHA and MHRL sections, the Court will settle the differences. TwinSpires argues that because the IHA preempts the MHRL licensing requirement, the MGCB cannot sanction TwinSpires for accepting wagers—that are placed in Michigan—for out-of-state races. Defendants argue that the IHA does not prevent the MGCB from enforcing the MHRL licensing requirement on out-of-state races. As is required, the Court starts “with the language of the statute” and “examines the plain meaning of its words.” *United States v. Bedford*, 914 F.3d 422, 427 (6th Cir. 2019).

A. 15 U.S.C. § 3001

The IHA starts with Congress's findings and policy, announcing that the purpose of the statute is “to regulate interstate commerce with respect to wagering on horseracing, in order to further the horseracing and legal off-track betting industries in the United States.” 15 U.S.C. § 3001(b). It recognizes that “the States should have the primary responsibility for determining what forms of gambling may legally take place within their borders.” *Id.* § 3001(a)(1). While states retain authority over intrastate gambling, “the Federal Government should prevent interference by one State with the gambling policies of another, and should act to protect identifiable national interests.” *Id.* § 3001(a)(2). Finally, Congress established that “in the limited area of interstate off-track wagering on horseraces, there is a need for Federal action to ensure

States will continue to cooperate with one another in the acceptance of legal interstate wagers.”

Id. § 3001(a)(3).

First, note that this section describes the specific activity subject to federal regulation: “the limited area of interstate off-track wagering.” Id. § 3001(a)(3). Second, note how this section addresses state authority. States retain exclusive authority over what types of gambling may be allowed within their borders. As discussed below, the IHA does not commandeer states to legalize any type of gambling. However, for the “forms”⁵ of gambling that may legally take place within a state’s borders, the state does not have exclusive governing authority. See id. § 3001(a)(1). States retain only a “primary responsibility,” as opposed to the sole or exclusive responsibility, over “the forms of gambling [that] may legally take place within their borders.” Id. (emphasis added). States wield this primary authority with respect to the procedures for intrastate gambling, including how a state’s regulatory body gives the required consent to an off-track betting system under section 3004(a) of the IHA (discussed below). However, for the limited area of the interstate off-track wagering, the IHA establishes an exclusive process for off-track betting systems to follow “to ensure States will continue to cooperate with one another in the acceptance of legal interstate wagers.” Id. § 3001(a).

IN-STATE Gambling

Through this first section of the IHA, Congress distinguishes between a state’s authority over intrastate activity and interstate activity. States can establish their own intrastate procedures for horse race gambling—should they choose to allow such gambling at all. States also regulate how they give consent to an off-track betting system when such consent is required by the IHA. However, once a state allows gambling on horse races, Congress regulates the procedure for

⁵ See, e.g., *Form*, Black’s Law Dictionary (12th ed. 2024) (“The outer shape, structure, or configuration of something, as distinguished from its substance or matter.”).

accepting an interstate off-track wager by identifying the only entities an off-track betting system needs consent from. By creating a uniform interstate procedure, Congress advances its purpose of preventing state interference with the policies of another state while maintaining respect for states' intrastate regulatory powers.

B. 15 U.S.C. § 3002

The IHA next defines certain terms. Most of the definitions are self-explanatory. One, in particular, requires close examination. An interstate off-track wager

means a legal wager placed or accepted in one State with respect to the outcome of a horserace taking place in another State and includes pari-mutuel wagers, where lawful in each State involved, placed or transmitted by an individual in one State via telephone or other electronic media and accepted by an off-track betting system in the same or another State, as well as the combination of any pari-mutuel wagering pools.

15 U.S.C. § 3002(3). Starting with the first clause, a “legal wager” refers to a wager that complies with the process as outlined in the IHA. When a wager is not “legal,” it is subject to the cause of action outlined in section 3006. This language must refer to the IHA’s procedures because the alternative (a reference to state laws) would render the subsequent phrase “where lawful in each State involved” superfluous.⁶ *Donovan v. FirstCredit, Inc.*, 983 F.3d 246, 257 (6th Cir. 2020) (discussing how courts should avoid statutory interpretations that cause words “to duplicate another provision or to have no consequence” (quoting *Nielsen v. Preap*, 586 U.S. 392, 414 (2019))).

Next, the Court will address the meaning of the phrase “where lawful in each State involved,” which, as discussed, modifies the term “pari-mutuel wagers.”

⁶ Due to the offsetting commas, the phrase “where lawful in each State involved” modifies the term “pari-mutuel wagers” as an explanatory phrase; the commas operate as parentheses. See *The Chicago Manual of Style* §§ 6.51, 6.55 (18th ed. 2024). Because a “legal wager . . . includes pari-mutual wagers [that are] lawful in each State involved,” the phrase “legal wager” must refer to a wager that is legal under the IHA, not the laws of the states, to avoid surplusage.

For an interstate off-track wager, so long as pari-mutuel wagers are “lawful in each State involved” in the transaction, the IHA governs the process by which that wager can be accepted. 15 U.S.C. §§ 3002(3), 3003. Thus, if pari-mutuel wagers are lawful in a state, then interstate off-track wagers are also lawful in that state.

Because there are active, licensed third-party facilitators in Michigan, pari-mutuel wagers are clearly lawful. The IHA governs interstate off-track wagers placed in Michigan. However, when TwinSpires filed its motion for preliminary injunction, there were no licensed racetracks in Michigan, and TwinSpires accepted pari-mutuel wagers that were placed in Michigan without a recognized third-party facilitator license. Given the attempted enforcement actions against TwinSpires for these transactions, the Court will explain why—even when no entities could accept wagers in Michigan—interstate off-track pari-mutuel wagers remained lawful and subject to the IHA’s exclusive regulations.

The IHA only requires that pari-mutuel wagers are lawful in each state involved in the interstate transaction; it does not require pari-mutuel wagering to be active. 15 U.S.C. § 3002(3) (using the noun “pari-mutuel wagers” as opposed to the verb “pari-mutuel wagering”). According to the MHRL, “[t]he pari-mutuel system of wagering on the results of horse races as permitted by this act is not unlawful.” Mich. Comp. Laws § 431.317(1). Looking at this language, the Michigan legislature permits the pari-mutuel system of wagering on horse races.⁷ With this interpretation, the phrase “pari-mutuel system of wagering” serves as the subject that is permitted and lawful according to the statute, not merely the procedure for accepting such wagers.⁸ Authorizing the

⁷ Other sections of MHRL reiterating that the procedure for pari-mutuel wagering outlined in the statute is the only way to accept such a wager in Michigan do not alter this analysis. *E.g.*, Mich. Comp. Laws § 431.326.

⁸ In both the IHA and the MHRA, the *pari-mutuel system* refers to the type of gambling (as opposed to fixed-odds gambling) while the *form* refers to the process for accepting pari-mutuel wagers. *E.g.*, 15 U.S.C. §§ 3001(a)(1), 3002(13); Mich. Comp. Laws §§ 431.302(o), 431.317(1) (referencing the “pari-mutuel system of wagering” in the first sentence, then the “forms of pari-mutuel wagering” in the second sentence); *see also Form*, Black’s Law

pari-mutuel system of wagering on horse races is one separate and distinct element of Michigan's statute. Another element of the statute establishes the process by which entities can accept such wagers. *Id.* § 431.317(8)-(10). The House Fiscal Agency's analysis is consistent with this reading, construing this language as "affirmatively authoriz[ing] the pari-mutuel system of wagering on the results of horse races" and "also prescrib[ing] how pari-mutuel wagering is to be carried out." House Fiscal Agency 2016 Analysis (emphasis added); *see also Rohan v. Detroit Racing Ass'n*, 22 N.W.2d 433, 348-49 (Mich. 1946) (interpreting similar language as "authorizing . . . pari-mutuel betting").

Beyond the plain language, this interpretation makes sense conceptually when considering the separation of powers established in Michigan's Constitution. *See* Mich. Const. art. III, § 2 ("No person exercising powers of one branch shall exercise powers properly belonging to another branch except as expressly provided in this constitution.") The legislature has the authority to make certain conduct lawful. *Id.* art. IV, § 1. The Executive Director has the power to issue licenses allowing entities to participate in this lawful conduct, but the Executive Director does not have the power to deem pari-mutuel wagering unlawful. Mich. Comp. Laws § 431.307 (granting the Executive Director the power to "promulgate rules . . . for conducting . . . pari-mutuel wagering on horse racing results"). If the Executive Director could make this activity unlawful by revoking all licenses, it would be an improper exercise of legislative power. *Id.* § 431.307(1)(a) (limiting the Executive Director to actions that "govern[], restrict[], approve[], or regulat[e] . . . pari-mutuel wagering"; each power describes regulating the actors involved, not the activity itself). The 2019

Dictionary (12th ed. 2024) ("The outer shape, structure, or configuration of something, as distinguished from its substance or matter.").

amendments did not alter the general status of pari-mutuel wagers as a lawful activity in Michigan. Even when no entities have the license to accept these wagers, the system itself is lawful.⁹

The Court adopts the interpretation explained above as the natural reading of the language, bolstered by the structure of the IHA and its navigation of federalism principles¹⁰ and Michigan's separation of powers between the legislative and executive branches. However, Defendants advance an alternative interpretation. Even if the Court were to adopt this interpretation (which it does not), interstate off-track wagers placed in Michigan remained lawful even when no entities could accept such wagers in Michigan.

Per Defendants' interpretation, this section of the MHRL declares that the procedure for accepting pari-mutuel wagers, as outlined in the statute, is "not unlawful." Mich. Comp. Laws § 431.317(1). In other words, the MHRL only makes the process of accepting these wagers lawful when that acceptance conforms to the requirements outlined in the statute. Defendants, relying on this interpretation, claim that because entities cannot legally accept pari-mutuel wagers in Michigan, as a general principle, pari-mutuel wagers are unlawful in the state. Not so.

In support of its argument, Defendants rely on Chapter XLIV of the Michigan Penal Code, which regulates gambling. Mich. Comp. Laws §§ 750.301-750.315a. But Michigan laws do not outlaw all conduct related to gambling.

Michigan employs a broad supplier-side gambling regulatory scheme. Michigan prohibits "tak[ing], receiv[ing], or accept[ing]" bets. *Id.* § 301. Michigan prohibits hosting or maintaining

⁹ Think of a master switch for an electrical current. A master switch allows for electricity to flow through a room, a prerequisite for turning on an individual light. The MHRL acts as the master switch, which enables the Executive Director to offer a license (akin to turning on an individual light). The Michigan legislature flipped on the master switch, making pari-mutuel wagers lawful. The Executive Director has the power to turn on individual lights, but the Executive Director does not control the master switch. The IHA is concerned with whether there is an active electric current in the room, not whether there is light.

¹⁰ Which, as explained above, grants states authority over intrastate activity, but so long as the state generally allows pari-mutuel wagers, the interstate system is protected by the IHA. 15 U.S.C. §§ 3001, 3003.

a gambling event. *Id.* §§ 750.302, 750.303, 750.304.¹¹ Michigan even prohibits advertising and disseminating information related to these illegal gambling events. *Id.* §§ 750.305, 750.305a. But for consumer-side regulations, Michigan laws have a glaring omission: there is no prohibition on the act of *placing* a wager.¹²

Michigan law only prohibits consumer-side conduct once a wager has been accepted. Michigan prohibits the possession of unauthorized lottery tickets. *Id.* §§ 750.306. Michigan prohibits people from entering or being physically present at a place where unauthorized gaming occurs. *Id.* § 750.309. Michigan even prohibits winning money on gambling and losing money on gambling when the subject of the wager is a game or race located in Michigan.¹³ *Id.* §§ 750.314, 750.315. But Michigan’s gambling prohibitions do not cover the act of placing a wager. See *State ex rel. Reading v. W. Union Tel. Co.*, 57 N.W.2d 537, 539-40 (Mich. 1953) (holding that because Western Union did not accept a bet, and only facilitated the act of *placing* a wager out of state, it did not partake in gambling activity covered under Michigan’s prohibitions).¹⁴

¹¹ Arcades, antique slot machines, crane games, and certain card games at senior citizen housing are exempted. Mich. Comp. Laws §§ 750.303, 750.303a.

¹² The MHRL does not regulate the act of placing a wager either. The only language pertaining to placing a bet—that “wagers must be placed by persons within this state and may be placed only [through licensed entities]”—is framed as a restriction on the entities that accept such bets. Mich. Comp. Laws § 431.317(8) (using the passive voice to put the onus on entities that accept bets). Similarly, the onus is on race meeting licensees to not accept wagers from patrons under the age of 18. *Id.* § 431.317(6).

¹³ Michigan statutes are presumed to not cover extraterritorial activity unless there is “clear legislative intent” to the contrary. *Sexton v. Ryder Truck Rental, Inc.*, 320 N.W.2d 843, 854-55 (Mich. 1982). Nothing in the language of Michigan’s prohibition on winning or losing money from gambling implies extraterritorial intent. Mich. Comp. Laws §§ 750.314, 750.315. Additionally, Michigan law treats money as won or lost in Michigan when the wager relates to a game/race that takes place in-state. See Mich. Comp. Laws § 206.110(2)(d) (explaining that winnings on gambling or pari-mutuel races are only considered Michigan-based income when the casino or race “is located in [Michigan]”).

¹⁴ Even the separate opinion acknowledged that the prohibited activity would be the act of *receiving* gambling money in Michigan rather than the act of placing it. *State ex rel. Reading*, 57 N.W.2d at 542-44 (Reid, J., concurring).

The act of placing a wager is distinct from the act of accepting a wager. *Id.* at 539 (“If, therefore, an offer to bet¹⁵ is telegraphed by a person in this city to another in New York, and the latter accepts by telegraph, the betting is done, not in Richmond, but in New York, because the offer, being accepted there, takes effect ther[e.]”); *see also* 15 U.S.C. § 3002(3) (recognizing that placing a wager and accepting a wager are separate acts that can take place in separate states); *Att’y Gen. v. PowerPick Club*, 783 N.W.2d 515, 533-34 (Mich. Ct. App. 2010) (discussing the distinct act of accepting a bet (citing *State ex rel. Reading*, 57 N.W.2d at 539 (Mich. 1953))).¹⁶ In Michigan, “a bet is made at the time and place where the offer of it is accepted.” *State ex rel. Reading*, 57 N.W.2d at 539. As discussed above, Michigan’s laws cover conduct associated with a completed wager. Mich. Comp. Laws §§ 750.301-750.315a. Until a wager is accepted, it is not prohibited gambling conduct, and when that wager is accepted out of state, the gambling conduct did not take place within the jurisdictional reach of Michigan’s gambling prohibitions. *State ex rel. Reading*, 57 N.W.2d at 539. Thus, so long as the individual does not have a physical presence in a Michigan gambling house, and does not win or lose on a gambling event that takes place in-state, the individual has not violated Michigan law. *Id.* at 539-40.

As is relevant for the case before the Court, while no entity could accept pari-mutuel wagers within Michigan’s borders when Northville Downs’s licenses were suspended, Michigan does not prevent residents from placing such wagers out of state. Thus, even if the Court were to adopt Defendants’ interpretation of MHRL section 431.317(a), pari-mutuel wagers remained lawful

¹⁵ “Offer to bet” is a wager, as another entity must accept this offer; once accepted it becomes gambling activity. *State ex re. Reading*, 57 N.W.2d at 539.

¹⁶ In *Attorney General*, the Michigan Court of Appeals discussed what type of conduct can be considered gambling; it did not address when the act of gambling is completed.

throughout January (particularly those wagers accepted out of state for races that took place out of state).

As discussed above, the IHA is concerned with the lawful status of pari-mutuel wagers, not whether any entity is accepting wagers in a state. Under either interpretation of the MHRL language, pari-mutuel wagers were lawful in Michigan even when Northville Downs did not have its licenses.

C. 15 U.S.C. § 3003

In this section, Congress makes clear that “[n]o person may accept an interstate off-track wager except as provided in this chapter.” 15 U.S.C. § 3003. This language is explicit: there is one, exclusive procedure by which entities can accept interstate off-track wagers, and it is the procedure outlined in the IHA. “The plain language of § 3003 makes clear that the IHA exclusively regulates interstate wagering.” *Horseman’s Benevolent & Protective Ass’n, Inc. v. Zonak*, No. 2:07-cv-00057, 2008 WL 11453695, at *5 (S.D. Ohio Sept. 23, 2008); see also *Campbell v. Hussey*, 368 U.S. 297, 300-01 (1961) (explaining that when Congress establishes a uniform, interstate standard, it reflects the exclusive means of regulation rather than a floor from which states may implement supplemental regulation); cf. 29 U.S.C. § 1871 (expressly establishing that “[t]his chapter is intended to supplement State law” (emphasis added)); 33 U.S.C. § 1370 (expressly permitting supplemental state regulation that is more stringent than the federal regulatory floor).

If the language was not explicit enough, the structure of the statute implies exclusivity. Given the states’ primary responsibilities for activity within their borders, and the “need for Federal action to ensure States will continue to cooperate with one another in the acceptance of legal interstate wagers,” 15 U.S.C. § 3001(a), the IHA prevents states from taking a “good for me but not for thee” approach to gambling regulation. Once a state permits pari-mutuel wagers within

its borders, it must participate in the interstate off-track wagering scheme Congress established.

Id. § 3002(3). If states could add additional consent requirements, it would defeat Congress's pronounced purpose to "prevent interference by one State with the gambling policies of another."

Id. § 3001(a). For example, if the MGCB could require an additional licensing requirement to interstate off-track wagers, it could prevent entities in Oregon and Pennsylvania from accepting certain wagers even though such entities were complying with local laws and the IHA. The MGCB would be interfering with other states' gambling policies that permitted this activity. The IHA seeks to facilitate interstate off-track wagers by establishing a uniform national system, preventing this type of state-based interference.

Congress established an exclusive, uniform process through which off-track betting systems could accept interstate off-track wagers. The IHA prohibits states from adding supplemental requirements.

D. 15 U.S.C. § 3004

Next, the IHA outlines the exclusive, across-the-board procedure for interstate off-track wagers. Under this procedure, an off-track betting system needs consent from three entities to accept a wager. "An interstate off-track wager may be accepted by an off-track betting system only if consent is obtained from" three entities: (1) the host racing association; (2) the host racing commission; and (3) the off-track racing commission. 15 U.S.C. § 3004(a). Sometimes, the off-track betting system will need consent from additional, nearby racetracks, but no other regulatory entities. 15 U.S.C. § 3004(b). When read in conjunction with the previous section that declares this to be the exclusive procedure for accepting an interstate off-track wager, it is clear the off-track betting system needs consent from these entities only.

The parties do not dispute the definitions of the first two consenting entities;¹⁷ they only differ on the meaning of “off-track racing commission.” That term refers to a “person designated by State statute or, in the absence of statute, by regulation, with jurisdiction to regulate off-track betting in that State.” *Id.* § 3003(11) (emphasis added). The parties disagree on the meaning of “that State.” TwinSpires argues the additional “State” it needs consent from is Oregon because its wagering hub—the location from which it accepts interstate off-track wagers—is located in Oregon. Defendants argue the additional “State” from which TwinSpires must obtain consent to an interstate off-track wager is Michigan because TwinSpires “holds a license to conduct interstate off-track wagers in Michigan,¹⁸ and does in fact accept interstate off-track wagers that are placed in Michigan.” (Defs.’ Br. 21, ECF No. 16.)

The term “that State” in section 3004 is ambiguous. When statutory language is ambiguous, the Court looks to the legislative history. *Bedford*, 914 F.3d at 427. The legislative history for the IHA illustrates that the “off-track racing commission” refers to the regulating entity of the “off-track state.” S. Rep. No. 95-1117, at 7-8 (1978) (discussing the expectation that the off-track betting system would negotiate an initial consent agreement with the host racing association then present the completed agreement to “the racing commissions of the host state and the off-track state for final approval” (emphasis added)). Because the “off-track state” is the “State in which an interstate off-track wager is accepted,” 15 U.S.C. § 3002(6), the third entity from which an off-track betting system needs consent is the regulatory entity for the state in which a bet

¹⁷ A “host racing association” is “any person who, pursuant to a license of other permission granted by the [state in which the horserace subject to the interstate wager takes place], conducts the horserace subject to the interstate wager.” 15 U.S.C. § 3002(5), (9). A “host racing commission” is the “person designated by State statute or, in the absence of statute, by regulation, with jurisdiction to regulate the conduct of racing within the [state in which the horserace subject to the interstate wager takes place].” *Id.* § 3002(5), (10).

¹⁸ The Court will assume this assertion refers to the mere act of holding a license—even a suspended one—as the entire dispute stems from Defendants’ assertion that TwinSpires is improperly accepting pari-mutuel off-track wagers without a valid license.

is *accepted*. The off-track betting system does not need consent from the regulating entity for the state in which a bet is *placed*. Unless the wager is *accepted* in Michigan, MGCB is not the off-track commission that must consent to the wager.

Defendants conflate accepting a bet that was placed in Michigan with the act of accepting a bet while being present in Michigan. As indicated above, the act of placing a wager is distinct from the act of accepting a wager. *E.g.*, 15 U.S.C. § 3002(3) (distinguishing between the act of placing a wager and the act of accepting a wager). A wager placed through electronic means is accepted where the accepting entity is located. *PowerPick Club*, 783 N.W.2d at 533-34 (citing *State ex rel. Reading*, 57 N.W.2d at 539). TwinSpires accepts interstate off-track wagers at its Oregon-based processing hub. The off-track commission from which TwinSpires needs consent under the IHA is Oregon's regulating agency, not the MGCB.

Note that the State of Michigan still plays a role in off-track wagering. When a race that takes place in Michigan is the subject of an interstate off-track wager, or when an entity *accepts* an interstate off-track wager in Michigan, the MGCB's consent is required. 15 U.S.C. § 3004. Additionally, the IHA requires that a state generally consent to allowing its residents to place pari-mutuel wagers by making such activity lawful. If pari-mutuel wagers are not lawful in a state, then neither are interstate off-track wagers. States retain "the option of regulating [pari-mutuel wagering]." *Ky. Div. Horsemen's Benevolent & Protective Ass'n, Inc. v. Turfway Park Racing Ass'n, Inc.*, 20 F.3d 1406, 1417 (6th Cir. 1994). If states exercise this option and choose to make all pari-mutuel wagering unlawful, then the IHA does not interfere—no interstate off-track wagers may come from that state. *Id.* at 1414-15. But, as discussed, Michigan did not exercise this option; pari-mutuel wagers remained lawful in Michigan. Mich. Comp. Laws § 431.317(a).

Although Michigan has a role to play in interstate off-track wagers placed in Michigan, the IHA does not require MGCB consent when that wager is *accepted* outside of Michigan and the subject of that wager is a race that takes place outside of Michigan.

IV. LEGAL STANDARD

Whether to issue a preliminary injunction is in the discretion of the district court. *Planet Aid v. City of St. Johns*, 782 F.3d 318, 323 (6th Cir. 2015). A court considers and balances four factors: (1) whether the movant has established a substantial likelihood or probability of success on the merits; (2) whether the movant would suffer irreparable injury without the preliminary injunction; (3) whether the issuance of the preliminary injunction would cause substantial harm to others; and (4) whether the public interest would be served by issuance of the preliminary injunction. *Kentucky v. Hagel*, 759 F.3d 588, 600 (6th Cir. 2014). Each factor should “be balanced against one another and should not be considered prerequisites to the grant of a preliminary injunction.” *Liberty Coins, LLC v. Goodman*, 748 F.3d 682, 690 (6th Cir. 2014).

A “preliminary injunction is an extraordinary remedy involving the exercise of a very far-reaching power, which is to be applied only in the limited circumstances which clearly demand it.” *Leary v. Daeschner*, 228 F.3d 729, 739 (6th Cir. 2000) (internal quotation marks and citation omitted). An injunction at this stage should “only be awarded upon a clear showing that the plaintiff is entitled to such relief.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22 (2008) (internal citation omitted).

“[A] hearing is only required when there are disputed factual issues, and not when the issues are primarily questions of law.” *Certified Restoration Dry Cleaning Network, L.L.C. v. Tenke Corp.*, 511 F.3d 535, 552 (6th Cir. 2007). “[W]here material facts are not in dispute . . . district courts generally need not hold an evidentiary hearing.” *Id.* (quoting *McDonald’s Corp. v. Robertson*, 147 F.3d 1301, 1312-13 (11th Cir. 1998)). Here, there are no material facts in dispute,

and the primary issues are questions of law. Of note, “the findings of fact and conclusions of law made by a court granting a preliminary injunction are not binding at trial on the merits.” *Univ. of Tex. v. Camenisch*, 451 U.S. 390, 395 (1981).

V. PRELIMINARY INJUNCTION ANALYSIS

A. Likelihood of Success on the Merits

To show a strong likelihood of success on the merits, TwinSpires must show “more than a mere possibility of success.” *Six Clinics Holding Corp., II v. Cafcomp Sys., Inc.*, 119 F.3d 393, 402 (6th Cir. 1997). However, a party “is not required to prove his case in full” to obtain a preliminary injunction. *Certified Restoration Dry Cleaning Network, L.L.C.*, 511 F.3d at 543. “It is ordinarily sufficient if the plaintiff has raised questions going to the merits so serious, substantial, difficult, and doubtful as to make them a fair ground for litigation and thus for more deliberate investigation.” *Id.* (citing *Six Clinics*, 119 F.3d at 402) (internal quotation marks and alterations omitted).

TwinSpires asserts that Defendants’ enforcement of the MHRL licensing provisions is unconstitutional due to (1) the IHA preempting this state law licensing requirement; and (2) the dormant commerce clause.

1. Preemption

“Preemption is based on the Supremacy Clause” *N.J. Thoroughbred Horsemen’s Ass’n v. NCAA*, 584 U.S. 453, 477 (2018). “[F]ederal law is supreme in case of a conflict with state law.” *Id.* For the IHA “to preempt state law, it must satisfy two requirements. First, it must represent the exercise of a power conferred on Congress by the Constitution.” *Id.* In this case, that power is the regulation of interstate commerce. “Second, since the Constitution ‘confers upon Congress the power to regulate individuals, not States,’” the statute must regulate private actors. *Id.* (quoting *New York v. United States*, 505 U.S. 144, 166 (1992)). The principles of preemption,

which restrict state actions that conflict with federal law, is not an inherent regulation of the states. *Id.* at 478. Even though the “language might appear to operate directly on the States,” the IHA “confers on private entities . . . a federal right to engage in certain conduct subject only to certain (federal) constraints.” *Id.* at 478-79. The IHA regulates individuals by “impos[ing] restrictions on private actors,” *id.* at 480, prohibiting persons from accepting interstate off-track wagers through any process that deviates from section 3004. 15 U.S.C. § 3003.

Twinspires argues that Defendants’ enforcement of the MHRL on interstate off-track wagers accepted outside of Michigan—on races taking place outside of Michigan—implicates multiple types of preemption: field preemption and conflict preemption.

(a) Field Preemption

“Field preemption occurs when federal law occupies a ‘field’ of regulation ‘so comprehensively that it has left no room for supplementary state legislation.’” *N.J. Thoroughbred Horsemen’s Ass’n v. NCAA*, 584 U.S. at 479. “[F]ield preemption does not involve congressional commands to the States. Instead, like all other forms of preemption, it concerns a clash between a constitutional exercise of Congress’s legislative power and conflicting state law.” *Id.*

“[T]he States are precluded from regulating conduct in a field that Congress, acting within its proper authority, has determined must be regulated by its exclusive governance.” *Arizona v. United States*, 567 U.S. 387, 399 (2012). When “federal statutory directives provide a full set of standards governing” certain activity, “including the punishment for noncompliance[,] . . . Congress occupies an entire field.” *Id.* at 401. Congress, via the IHA, established a full, exclusive set of standards governing the process by which an entity can accept interstate off-track wagers. 15 U.S.C. §§ 3003, 3004. Congress also included the punishment for noncompliance in the IHA. 15 U.S.C. § 3005. By establishing this complete, exclusive regulatory structure, Congress occupied the field of regulating interstate off-track wagering. *Horseman’s Benevolent &*

Protective Ass'n, Inc., 2008 WL 11453695, at *5 (“The plain language of § 3003 makes clear that the IHA exclusively regulates interstate wagering.”).

Field preemption need not stymie state powers in tangential areas outside the field that Congress occupies. Congress can carefully tailor the federal regulatory scheme to wholly occupy a specific field in the interstate commerce space while still preserving state authority in an intrastate space. *Oneok, Inc. v. Learjet, Inc.*, 575 U.S. 373 385-86 (2015) (recognizing that even though the federal Natural Gas Act occupied the field of interstate transactions, states could regulate intrastate transactions so long as they did not “invalidly invade[] the federal [government’s] exclusive domain” (quoting *Nw. Cent. Pipeline Corp. v. State Corp. Comm’n of Kan.*, 489 U.S. 493, 513-14 (1989))). Congress did so here, carefully tailoring the IHA to regulate the limited area of accepting interstate off-track wagers. The IHA allows states to outlaw pari-mutuel wagering altogether via intrastate regulation. 15 U.S.C. 3002(3). States can limit the “takeout” amount that an off-track betting system receives. 15 U.S.C. § 3004(c). But if a state decides to allow pari-mutuel wagering, it cannot invade the IHA’s exclusive regulatory scheme for accepting interstate off-track wagers. *Id.* § 3003. Once a state decides that pari-mutuel wagering is permissible within its borders, the federal field covers interstate off-track pari-mutuel wagers in that state. And for the “limited area of interstate off-track wagering on horseraces,” *id.* § 3001(a)(3), “even complementary state regulation is impermissible.” *Arizona*, 567 U.S. at 401. Here, Michigan’s licensing requirement is impermissible.

The IHA occupies the field of interstate off-track wagers and, as discussed above, regulates interstate off-track pari-mutuel wagers in Michigan. Under the IHA, when a person in Michigan places a wager on an out-of-state race through TwinSpires, because TwinSpires accepts wagers at its processing hub in Oregon, TwinSpires does not need Defendants’ consent. The IHA establishes

that, for a wager of that kind, TwinSpires only needs consent from the entity conducting the horserace outside of Michigan (the host racing association), the regulatory entity in that state (the host racing commission), and the regulatory entity in Oregon (the off-track racing commission). 15 U.S.C. § 3004(a).¹⁹ The Executive Director's attempt to force TwinSpires to hold a Michigan license in order to accept wagers of the aforementioned kind is akin to adding an additional consent requirement, one that runs contrary to the IHA's exclusive requirements. *Id.* § 3003. Thus, the Executive Director's actions are not permitted. Guided by the Supremacy Clause, the Executive Director's attempted enforcement of the MHRL licensing requirement is unconstitutional. *Shaw*, 463 U.S. at 96 n.14 (the Court may grant "injunctive relief from state regulation, on the ground that such regulation is pre-empted by a federal statute"). TwinSpires has demonstrated a likelihood of success on this claim.

(b) Conflict Preemption

Because TwinSpires's conflict preemption argument relies, essentially, on the premise that the IHA occupies the field of regulating the acceptance of interstate off-track wagers, the Court need not reiterate its analysis as to why the Executive Director's attempted enforcement of the MHRL licensing provisions is unconstitutional due to preemption.

2. Dormant Commerce Clause

TwinSpires claims that the MHRL's licensing requirements also violate the dormant Commerce Clause. Because TwinSpires has demonstrated a likelihood of success on its preemption claim, it need not demonstrate such a likelihood on this second claim. However, the Court notes that, at this stage, TwinSpires has not demonstrated a likelihood of success on its dormant Commerce Clause claim.

¹⁹ TwinSpires may also need consent from nearby racetracks, but this requirement does not include Michigan regulatory entities. 15 U.S.C. § 3004(b).

“[A]ntidiscrimination principle[s] lie[] at the ‘very core’ of [the Court’s] dormant Commerce Clause jurisprudence.” *Nat’l Pork Producers Council v. Ross*, 598 U.S. 356, 369 (2023) (quoting *Camps Newfound/Owatonna, Inc. v. Town of Harrison*, 520 U.S. 564, 581 (1997)). The “Commerce Clause” prohibits the enforcement of state laws driven by economic protectionism—that is, regulatory measures designed to benefit in-state economic interests by burdening out-of-state competitors.” *Id.* (cleaned up) (citing *Dep’t of Revenue of Ky. V. Davis*, 553 U.S. 328, 337-38 (2008)). But the MHRL does not “advantage in-state firms or disadvantage out-of-state rivals.” *Id.* at 370. It imposes the same licensing requirements on all third-party facilitators—whether in-state or out-of-state. Mich. Comp. Laws §§ 431.308, 431.317. And TwinSpires has not demonstrated that Michigan’s choice to create separate regulatory schemes for third-party facilitators and racetracks violates the dormant Commerce Clause.

Although state regulations may still implicate the dormant Commerce Clause even when they are not facially discriminatory, such is not the case here. TwinSpires likens the MHRL licensing provisions to the “local processing requirements that [courts] long have held invalid.” *C & A Carbone, Inc. v. Town of Clarkstown*, 511 U.S. 383, 391 (1994). TwinSpires’s argument relies on reading the MHRL licensing requirements to impact interstate off-track wagers on races that take place out-of-state and are accepted out-of-state. But this interpretation of the licensing requirements is improper. As indicated above, enforcing the MHRL licensing requirements to such wagers would be unconstitutional due to IHA preemption and subject to equitable relief. Given the Court’s duty to avoid unconstitutional interpretations of statutes, the Court interprets these licensing requirements to apply only to wagers that are either placed on races located in Michigan or accepted in Michigan. *See Jennings v. Rodriguez*, 538 U.S. 281, 297 (2018) (encouraging constitutional avoidance).

Even if these licensing requirements, when applied to wagers that are accepted in Michigan or placed on races located in Michigan, could be construed as impermissible local process requirements, “Congress may ‘redefine the distribution of power over interstate commerce’ by ‘permitting the states to regulate the commerce in a manner which would otherwise not be permissible.’” *S.-Cent. Timber Dev., Inc. v. Wunnicke*, 467 U.S. 82, 87-88 (1984) (quoting *S. Pac. Co. v. Arizona*, 325 U.S. 761, 769 (1945)). When a federal statute “affirmatively permit[s]” the state regulation, the state regulation does not violate the dormant Commerce Clause. *Id.* at 91.

As discussed above, the IHA expressly permits states to regulate intrastate wagers. 15 U.S.C. §§ 3001(a)(1), 3002(3). The IHA also grants states a consenting role when the wager is either placed on races located in Michigan (consent required by the MGCB as the host racing commission) or accepted in Michigan (consent required by the MGCB as the off-track racing commission). 15 U.S.C. § 3004. For such wagers, TwinSpires must obtain MGCB consent through the Executive Director. The IHA does not regulate what that consent entails. In doing so, the IHA affirmatively permits state regulatory bodies to determine how they give that consent.²⁰ Thus, the licensing requirements, when applied to wagers either placed on Michigan races or accepted in Michigan, do not violate the dormant Commerce Clause.

3. Conclusion

The IHA provides the exclusive procedure to accept an interstate off-track wager. When a wager is placed in Michigan, but the wager is placed on an out-of-state race, and the wager is accepted out-of-state, TwinSpires does not need MGCB’s consent. The Executive Director and Attorney General’s attempt to force TwinSpires to obtain an additional licensing is

²⁰ The affirmative permission to issue licenses is not necessarily an endorsement of the process by which such licenses are approved. The IHA does not displace Michigan laws governing administrative procedures and decisions.

unconstitutional as it violates the preemptive elements of the IHA. Thus, TwinSpires has demonstrated a likelihood of success on its preemption claim.

B. Irreparable Harm

To be granted an injunction, TwinSpires “must demonstrate, by clear and convincing evidence, actual irreparable harm or the existence of an actual threat of such injury.” *Patio Enclosures, Inc. v. Herbst*, 39 F. App’x 964, 969 (6th Cir. 2002). The injury “‘must be both certain and immediate,’ not ‘speculative or theoretical.’” *D.T. v. Sumner Cnty. Sch.*, 942 F.3d 324, 327 (6th Cir. 2019). Irreparable harm “is indispensable: If the plaintiff isn’t facing imminent and irreparable injury, there’s no need to grant relief *now* as opposed to at the end of the lawsuit.” *Id.*

“[L]oss of customer goodwill and fair competition . . . constitutes irreparable harm.” *Hall v. Edgewood Partners Ins. Ctr., Inc.*, 878 F.3d 524, 530 (6th Cir. 2017) (citing *Basicomputer Corp. v. Scott*, 973 F.2d 507, 512 (6th Cir. 1992)). “[L]oss of goodwill is not [calculable].” *Id.* (citing *Collins Inkjet Corp. v. Eastman Kodak Co.*, 781 F.3d 264, 279 (6th Cir. 2015)). Additionally, “a plaintiff can demonstrate that a denial of an injunction will cause irreparable harm if the claim is based upon a violation of the plaintiff’s constitutional rights.” *Overstreet v. Lexington-Fayette Urb. Cnty. Gov’t*, 305 F.3d 566, 578 (6th Cir. 2002).

TwinSpires alleges that the Executive Director is seeking to (at least temporarily) prevent TwinSpires from accepting interstate off-track wagers placed in Michigan, even if such wagers are accepted in its Oregon hub and placed on non-Michigan races. It claims irreparable harm will result due to loss of customer goodwill, monetary damages unrecoverable in a final judgment (due to the state’s immunity from monetary damages), and loss of competitive position in the interstate wagering sector. In support of its position, TwinSpires explains that it will lose access to its 18,000 Michigan users if forced to shut down. (Murr Decl. 14-15.) TwinSpires also argues that Defendants’ accusations of illegal gambling activity have hurt its reputation and caused a loss of

customer goodwill. (*Id.* at 15 & n.3 (citing articles that claim TwinSpires has had its Michigan license suspended due to illegal activity)).

In response, Defendants argue not that these harms are irreparable, but that they are hypothetical. However, these harms are far from hypothetical. TwinSpires demonstrated that it has lost—and will continue to lose—customer goodwill due to the accusations of illegal activity. (*Id.*) The Executive Director issued a summary suspension of TwinSpires’s third-party facilitator license due to alleged illegal conduct. Additionally, the day before TwinSpires filed its motion for a preliminary injunction, the Executive Director sought a temporary restraining order to prevent TwinSpires from conducting business in Michigan. (*Williams v. Churchill Downs Tech. Co.*, No. 2:25-cv-10101 (E.D. Mich. 2025), ECF No. 1-1, PageID.21.) An order forcing TwinSpires to cease operations in Michigan would cause TwinSpires to continue to lose its competitive place in the Michigan pari-mutuel wagering sector. (Murr Decl. 14-15.) This harm is exacerbated now that the MGCB has reinstated Northville Downs’s licenses, allowing TwinSpires’s competitors to accept wagers while maintaining its summary suspension of TwinSpires’s license. If shut down, TwinSpires would be the only online wagering platform that could not accept bets from Michiganders.

Defendants also claim that TwinSpires unnecessarily delayed its request for a preliminary injunction. Defendants cite *Huron Mountain Club v. United States Army Corps of Engineers*, 545 F. App’x 390 (6th Cir. 2013), for the proposition that “an unreasonable delay in filing for injunctive relief will weigh against a finding of irreparable harm.” *Id.* at 397. However, in *Huron Mountain Club*, the plaintiff “did not file [its] federal action until six years after [the defendant’s] initial state challenge.” *Id.* To determine whether the plaintiff unreasonably delayed its preliminary injunction motion, the Court of Appeals looked at the time between the actions that could cause concrete

harm (the state challenge) and the preliminary injunction motion. Defendants ask this Court to start this clock at the moment TwinSpires could have anticipated some potentially harmful, hypothetical action. But doing so would defeat the purpose of the imminent and concrete harm requirement. TwinSpires filed its claim in this Court less than a week after the Executive Director issued the summary suspension and threatened additional sanctions. TwinSpires did not unnecessarily delay its motion, it waited until harm was imminent and concrete, as is required for the Court to grant this injunctive relief.

If the Court does not issue a preliminary injunction, TwinSpires faces a concrete and imminent threat of state action forcing it to cease operations in Michigan. Not only is such action an unconstitutional intrusion on TwinSpires's rights to accept certain interstate off-track wagers under the IHA (given the statute's preemptive character), TwinSpires has also demonstrated that it has already lost customer goodwill and its competitive market share. These are incalculable injuries that constitute irreparable harm. The Executive Director's continued public allegations and attempts to sanction TwinSpires will only exacerbate these harms. TwinSpires has demonstrated certain and immediate irreparable harm; a preliminary injunction is warranted to prevent further harm.

C. Substantial Harms to Others and Public Interest

The two remaining preliminary injunction factors—whether issuing the injunction would harm others and where the public interest lies—merge when the government is the defendant.” *Kentucky v. Biden*, 57 F.4th 545, 556 (6th Cir. 2023) (citing *Wilson v. Williams*, 961 F.3d 829, 844 (6th Cir. 2020)). Here, the balance weighs in TwinSpires's favor.

“[A]t bottom, ‘the public interest lies in a correct application’ of the law.” *Id.* (quoting *Coal. to Def. Affirmative Action v. Granholm*, 473 F.3d 237, 252 (6th Cir. 2006)). Enjoining a law or policy that violates constitutional rights “is always in the public interest.” *Dahl v. Bd. of Trs.*

of *W. Mich. Univ.*, 15 F.4th 728, 736 (6th Cir. 2021) (internal quotation and citation omitted).

When “the plaintiff[] ha[s] shown a substantial likelihood of success on the merits and imminent irreparable injuries, the . . . government faces a high hurdle in showing that these factors warrant withholding relief.” *Kentucky*, 57 F.4th at 556. The Government has not met that bar, basing its argument on the assumption that TwinSpires is not likely to succeed on the merits.

As discussed above, TwinSpires has demonstrated a likelihood to succeed on the merits of its constitutional claim and has established irreparable harm. The preliminary injunction would protect TwinSpires’s rights, as well as the rights of Michiganders to place interstate off-track wagers via the IHA. Thus, issuing a preliminary injunction would prevent harm to others and advance the public interest.

VI. CONCLUSION

The IHA establishes the exclusive procedure by which off-track betting systems (like TwinSpires) accept interstate off-track wagers. When someone in Michigan places a wager on an out-of-state race, and they place this wager through an off-track betting system that accepts the wager out of state, under the IHA, the off-track betting system needs consent from the racetrack, the regulating entity in the racetrack’s state, and the regulating entity in the state where the system accepted the wager, not the MGCB. By requiring a third-party facilitator license for such transactions, Michigan has acted contrary to the IHA. The Executive Director’s attempt to force TwinSpires to obtain a license before accepting bets of this nature is unconstitutional, akin to adding an additional consent to the IHA’s exclusive process. TwinSpires may need a license to accept wagers for races on Michigan racetracks under section 3004 of the IHA, but the Executive Director cannot penalize or prevent TwinSpires for accepting a wager outside of Michigan when the race is not at a Michigan racetrack. TwinSpires has demonstrated a likelihood of success on the merits, that imminent and concrete irreparable harm would occur without a preliminary

injunction, and that a preliminary injunction would prevent harm to others and advance the public interest.

The Court will enter a preliminary injunction to prevent the Executive Director and the Attorney General from enforcing the MHRL licensing requirement—or issuing sanctions under the MHRL—against TwinSpires for accepting wagers from individuals in Michigan on races that take place outside Michigan.

An order will enter consistent with this Opinion.

Dated: February 19, 2025

/s/ Hala Y. Jarbou
HALA Y. JARBOU
CHIEF UNITED STATES DISTRICT JUDGE

May 9, 2025

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CHURCHILL DOWNS TECHNOLOGY
INITIATIVES COMPANY,

Plaintiff,

v.

MICHIGAN GAMING CONTROL
BOARD, et al.,

Defendants.

Dismissal of dormant
Commerce Clause
Claim, and dismissal
of the BOARD - Mich.
Gaming control board.
Claim of preemption +
Exec Director + AG
Still granted + moving
forward

OPINION

The Court is, at this point, intimately familiar with the lawsuit between Plaintiff Churchill Downs Technology Initiatives Company (“TwinSpires”) and Defendants Michigan Gaming Control Board (“MGCB”), MGCB Executive Director Henry L. Williams, Jr. (“Executive Director”), and Attorney General for the State of Michigan Dana Nessel (“Attorney General”). On February 19, 2025, based on its interpretation that the Interstate Horseracing Act (“IHA”) occupies the field of interstate off-track wagering on horse races, this Court issued an opinion (ECF No. 19) and order (ECF No. 20) granting TwinSpires’s motion for a preliminary injunction (ECF No. 11). The preliminary injunction prevents Defendants Williams and Nessel from enforcing the Michigan Horse Racing Law (“MHRL”) licensing requirements—or issuing sanctions under the MHRL—against TwinSpires for accepting wagers placed by individuals in Michigan on races that take place outside Michigan. On April 18, 2025, this Court issued an opinion (ECF No. 36) and order (ECF No. 37) denying Defendants’ request to stay the preliminary injunction.

Before the Court is Defendants’ motion to dismiss (ECF No. 14), which raises some issues the Court has already addressed. For the reasons discussed herein, the Court will grant in part and deny in part the motion.

I. LEGAL STANDARD

A complaint may be dismissed for failure to state a claim if it fails “to give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (quoting *Conley v. Gibson*, 355 U.S. 41, 47 (1957)). While a complaint need not contain detailed factual allegations, a plaintiff’s allegations must include more than labels and conclusions. *Twombly*, 550 U.S. at 555; *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (“Threadbare recitals of elements of a cause of action, supported by mere conclusory statements, do not suffice.”). The Court must determine whether the complaint contains “enough facts to state a claim to relief that is plausible on its face.” *Twombly*, 550 U.S. at 570. “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 679. “[W]here the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged—but it has not ‘show[n]’—that the pleader is entitled to relief.” *Id.* (quoting Fed. R. Civ. P. 8(a)(2)). When considering a motion to dismiss under Rule 12(b)(6), courts “construe the complaint in the light most favorable to the plaintiff, accepting all well-pleaded factual allegations as true.” *Parrino v. Price*, 869 F.3d 392, 397 (6th Cir. 2017).

II. ANALYSIS

The facts of this case have been discussed at length and are not at issue in this motion. See *Churchill Downs Tech. Initiatives Co. v. Mich. Gaming Control Bd.*, ---F. Supp. 3d---, 2025 WL 539972, at *1-2 (W.D. Mich. Feb. 19, 2025). Defendants argue that TwinSpires fails to meet

jurisdictional and justiciability hurdles in their lawsuit, but also that TwinSpires fails to state a claim upon which relief may be granted.

A. Cause of Action

Defendants argue that this Court lacks subject matter jurisdiction because TwinSpires failed to plead a federal cause of action. As the Court discussed at length, TwinSpires can proceed under the implied cause of action to enjoin state actors when “federal law immunizes [a party] from state regulation.” *Id.* at *3-5 (quoting *Armstrong v. Exceptional Child Ctr., Inc.*, 575 U.S. 320, 325 (2015)). This “implied cause of action to enjoin state actors is based on common law principles of traditional equity jurisprudence rather than the Constitution (via the Supremacy Clause).” *Id.* at *3. While “a federal statute may preclude this type of private enforcement,” that is not the case here. *Id.* “Because the IHA did not create an alternative, exclusive remedy for when state actors conflict with federal requirements, and the language of the IHA is far from judicially unadministrable, Congress did not express an intent to foreclose TwinSpires’s equitable claims.” *Id.* at *4. Thus, TwinSpires may proceed under the implied cause of action for equitable relief.

B. Jurisdiction Under the IHA

Defendants argue that only a host state, a host racing association, or a horsemen’s group can raise a claim under the IHA’s cause of action. The Court agrees. But, as the Court previously explained, jurisdiction under the IHA is not necessary for this lawsuit.

TwinSpires is not proceeding under the cause of action outlined in the IHA. The IHA’s cause of action “specifically refers to suits related to ‘person[s] accepting any interstate off-track wager in violation of [the IHA].’” *Id.* at *5 (alterations in original) (quoting 15 U.S.C. §§ 3005, 3006(a)); see also *Sterling Suffolk Racecourse Ltd. P’ship v. Burrillville Racing Ass’n, Inc.*, 989 F.2d 1266, 1270 (1st Cir. 1993) (discussing the limited cause of action outlined in the IHA for

when a person accepts an interstate off-track wager contrary to the process established in the statute). TwinSpires filed its lawsuit under the implied cause of action for equitable relief against state actors that violate preemptive elements of federal law. The IHA does not interfere with this cause of action. *Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *4-5.

C. Lawsuit Against the State

Defendants, citing 15 U.S.C. § 3006(d), argue that the IHA bars this claim against state defendants. Not so. The IHA only prevents plaintiffs from suing a state if they proceed under the cause of action outlined in the IHA. *Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *5 (citing 15 U.S.C. § 3006(d) (“Nothing in this chapter shall be construed to permit a State to be sued *under this section* other than in accordance with its applicable laws.” (emphasis added))). The IHA does not prevent TwinSpires from proceeding under the implied cause for equitable relief against a state actor.

D. Declaratory Judgment Act

Defendants argue that the Declaratory Judgment Act does not provide a right of action for TwinSpires. However, TwinSpires need not rely on the Declaratory Judgment Act because it proceeds under the established implied cause of action for equitable relief against state actors. And the action before the Court is distinct from *Michigan Corrections Organization v. Michigan Department of Corrections*, 774 F.3d 895, 904-05 (6th Cir. 2014), the case Defendants cite. In *Michigan Corrections Organization*, the statute in question foreclosed the implied cause of action. *Id.* at 903-05. *Michigan Corrections Organization* confirms this Court’s approach, as the Court of Appeals reiterated that “[p]rivate parties who act in compliance with federal law may use *Ex parte Young* as a *shield* against the enforcement of contrary (and thus preempted) state laws.” *Id.* at 906 (citations omitted).

As discussed above (and previously), the IHA does not foreclose the relief TwinSpires seeks. The Declaratory Judgment Act does not prevent TwinSpires from proceeding under the implied cause of action for equitable relief against state actors who seek to enforce preempted state laws.

E. *Younger* Abstention

Defendants argue that the Court should not entertain TwinSpires's claims due to *Younger* abstention. The Court addressed this issue while rejecting Defendants' motion to stay the preliminary injunction. Contrary to Defendants' assertion, the summary suspension process is not akin to a criminal proceeding, so *Younger* abstention is not appropriate.

As this Court previously noted, abstention under *Younger* is "the 'exception, not the rule.'" (4/18/2025 Op. 10-11 (quoting *Sprint Commc 'ns, Inc. v. Jacobs*, 571 U.S. 69, 73 (2013))). "For a civil proceeding to be akin to a criminal prosecution," and thus subject to *Younger* abstention, "it must be 'judicial in nature from the outset.'" (*Id.* (cleaned up) (emphasis added) (quoting *Ohio C.R. Comm'n v. Dayton Christian Schs., Inc.*, 477 U.S. 619, 627 (1986))). While the Court acknowledges that the MGCB summary suspension process bears some similarities to judicial proceedings, it is not akin to a criminal prosecution. (*Id.* at 12.) "The investigation and hearing were only available after TwinSpires's punishment was in place, a stark contrast to the protections afforded entities subject to criminal prosecution," and "the hearing provided only a recommendation for administrative action rather than final sanction subject to direct review."¹ (*Id.*

¹ These features also distinguish the MGCB summary suspension process from the proceedings in *Doe v. University of Kentucky*, 860 F.3d 365, 368-70 (6th Cir. 2017), which Defendants cite as an example of a civil proceeding akin to a prosecution. Note that in *Doe*, the Court of Appeals determined that even though the school's proceeding "lack[ed] all the formalities found in a trial, it contain[ed] enough protections and similarities to qualify as 'akin to criminal prosecutions' for purposes of *Younger*." *Id.* at 370. The Court of Appeals focused on the initial complaint, investigation, notice of charge, and hearing that all took place before issuing a sanction, as well as the opportunity for *Doe* to raise constitutional concerns. *Id.* at 368-70. Unlike the proceeding in *Doe*, the MGCB's process did not afford TwinSpires these protections and TwinSpires was not able to raise constitutional concerns.

(citing ALJ Proposal for Decision, ECF No. 22-4.) Also, contrary to other proceedings that have been deemed judicial in nature, “the hearing [in question] was not conducted by a subset of the judiciary.” (*Id.*)

Fundamentally, federal courts need not abstain when the state proceeding constitutes “legislative or executive action.” (*Id.* at 11 (quoting *New Orleans Pub. Serv., Inc. v. Council of New Orleans*, 491 U.S. 350, 368 (1989))). And, at its core, the summary suspension process—including the ALJ hearing—is “an embedded piece of the Racing Commissioner’s executive and administrative functions.” (*Id.* at 12.) Expanding *Younger* into “a broad abstention requirement would make a mockery of the rule that only exceptional circumstances justify a federal court’s refusal to decide a case in deference to the States.” *New Orleans Pub. Serv., Inc.*, 491 U.S. at 368. If the MGCB’s summary suspension process were akin to a criminal proceeding, then the exception would have swallowed the rule. Consistent with the careful balance *Younger* and its progeny struck in weighing the federal judiciary’s obligation to hear cases for which it has jurisdiction, *Sprint*, 571 U.S. at 77, against the principles of comity that uphold federalism, the Court will not abstain in this matter. The MGCB summary suspension process is not akin to a criminal prosecution, so *Younger* abstention does not apply.

F. Exhaustion of Administrative Remedies

Defendants argue that TwinSpires should have exhausted administrative remedies before filing its lawsuit. They cite *Woodford v. Ngo*, 548 U.S. 81, 88-89 (2006) to support the principle that “no one is entitled to judicial relief for a supposed or threatened injury until the prescribed administrative remedy has been exhausted.” *Id.* (quoting *Myers v. Bethlehem Shipbuilding Corp.*, 303 U.S. 41, 50-51 (1938)). However, Defendants do not point to any prescribed administrative remedies. As TwinSpires points out, *Woodford* focuses on the Prison Litigation Reform Act, an act of Congress that mandates prisoner-litigants exhaust administrative remedies before filing

lawsuits, and it discusses whether an inmate properly satisfied this requirement under the statute. *Id.* at 85. “When Congress uses ‘mandatory language’ in an administrative exhaustion provision, ‘a court may not excuse a failure to exhaust.’” *United States v. Palomar-Santiago*, 593 U.S. 321, 326 (2021) (quoting *Ross v. Blake*, 578 U.S. 632, 639 (2016)). But where, as here, neither Congress (via the IHA) nor the Michigan legislature (via the MHRL)² have required administrative exhaustion for TwinSpires’s challenge, “sound judicial discretion governs.” *McCarthy v. Madigan*, 503 U.S. 140, 144 (1992) (citing *McGee v. United States*, 402 U.S. 479, 483 n.6 (1971)). To determine whether a party should have exhausted potential administrative remedies before pursuing judicial relief, “federal courts must balance the interest of the individual in retaining prompt access to a federal judicial forum against countervailing institutional interests favoring exhaustion.” *Id.* at 146.

The Court should not “require[e] resort[ing] to the administrative remedy” if doing so “may occasion undue prejudice.” *Id.* at 147. For example, if the administrative remedies present “an unreasonable or indefinite timeframe for administrative action,” or if compliance with a reasonable or definite timeframe would result in irreparable harm that judicial consideration could cure, then failure to exhaust is excused. *Id.* Alternatively, “an administrative remedy may be inadequate ‘because of some doubt as to whether the agency was empowered to grant effective relief.’” *Id.* (quoting *Gibson v. Berryhill*, 411 U.S. 564, 575 n.14 (1973)). A party need not pursue potential administrative remedies if “an agency . . . may be unable to consider whether to grant relief because

² The MHRL is silent as to subsequent administrative remedies when a third-party facilitator license is suspended. And even when a race meeting license is suspended, there is no mandatory requirement to exhaust administrative remedies. Mich. Comp. Laws § 431.314(6) (“A suspension or revocation of a race meeting license *may* be appealed under the administrative procedures act of 1969.” (emphasis added)); *see also, e.g., Township v. Rice*, 984 N.W.2d 71, 72 (Mich. 2022) (explaining that the term “may” grants “discretion, rather than imposing a mandatory condition”).

it lacks institutional competence to resolve the particular type of issue presented, such as the constitutionality of a statute.” *Id.*

Here, because both aforementioned shortcomings of potential administrative remedies are present, the balance weighs against requiring exhaustion. TwinSpires risked suffering irreparable harm had it waited for the Racing Commissioner to issue a final decision and then subsequently pursue an administrative appeal. *See Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *15-17. Additionally, the potential administrative remedies were inadequate to provide proper relief, as the proceedings were limited to adjudicating compliance with the MHRL, not the constitutionality of the law itself. (ALJ Order Den. Mot. to Adjourn, ECF No. 22-2 (“The administrative tribunal . . . is bound to follow and apply Michigan law and does not have authority to declare that the Horse Racing Law of 1995 is preempted by federal law. . . . [T]he sole issue before this tribunal is whether [TwinSpires] was properly summarily suspended pursuant to state administrative procedures.”).) Because TwinSpires was not required to exhaust administrative remedies, and pursuing such remedies would result in irreparable harm and/or not provide a proper resolution to its constitutionality claim, the lack of exhaustion is excused.

G. Failure to State a Claim

1. Preemption

Defendants argue that TwinSpires has failed to state a claim for preemption. The Court disagrees. TwinSpires alleges that it accepts wagers through its hub located in Oregon. (Compl. ¶¶ 5, 15.) According to that allegation and the Court’s interpretation of the IHA, TwinSpires only needs consent from the entity conducting the race, the regulatory entity in the race state, and the regulatory entity of Oregon. *Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *11-12, *14. TwinSpires alleges that it obtains consent from those appropriate entities when it accepts wagers on races that take place outside of Michigan. (Compl. ¶¶ 22-23.) TwinSpires also alleges that

Defendants have attempted—and will continue to attempt—to require TwinSpires comply with MHRL provisions in order to accept wagers on out of state races. (*Id.* ¶¶ 45, 49.) The Court has determined this attempted enforcement of the MHRL “is akin to adding an additional consent requirement, one that runs contrary to the IHA’s exclusive requirements.” *Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *14. Thus, TwinSpires has alleged facts that state a claim for preemption.

2. Dormant Commerce Clause

TwinSpires (predictably) agrees with the Court that due to preemption, Defendants cannot enforce the MHRL licensing requirements for wagers accepted outside of Michigan on races that take place outside of Michigan. But TwinSpires also contends that the dormant Commerce Clause independently provides a bar to Defendants’ MHRL enforcement on such wagers. The Court disagrees.

In issuing the preliminary injunction, this Court determined that, due to preemption and an interpretation of the MHRL based on constitutional avoidance, the MHRL licensing requirements could only apply to “wagers that are either placed on races located in Michigan or accepted in Michigan.” *Id.* at *15. TwinSpires argues that Defendants’ enforcement of the MHRL licensing requirements, as applied to TwinSpires, nonetheless violates the dormant Commerce Clause. But “antidiscrimination principle[s] lie[] at the ‘very core’ of [the Court’s] dormant Commerce Clause jurisprudence.” *Id.* at *14 (quoting *Nat’l Pork Producers Council v. Ross*, 598 U.S. 356, 369 (2023)). “The ‘Commerce Clause’ prohibits the enforcement of state laws driven by economic protectionism—that is, regulatory measures designed to benefit in-state economic interests by burdening out-of-state competitors.” *Id.* (quoting *Nat’l Pork Producers*, 598 U.S. at 369). Even to the extent that Defendants improperly (due to IHA preemption) apply the MHRL licensing requirements to wagers accepted outside of Michigan for races that take place outside of

Michigan, “the MHRL does not ‘advantage in-state firms or disadvantage out-of-state rivals.’” *Id.* (quoting *Nat’l Pork Producers*, 598 U.S. at 370).

TwinSpires argues that because the MHRL requires third-party facilitators to partner with in-state racetracks, but in-state racetracks need not enter into these partnerships, the out-of-state entities are at a disadvantage. But TwinSpires offers the wrong comparison. All third-party facilitators—regardless of where they are based—face the same requirement to partner with in-state racetracks. The MHRL does not discriminate between in-state and out-of-state entities, it merely treats all third-party facilitators differently from all racetracks. And whether the argument relies upon extraterritorial regulation or the imposition of a local processing requirement, the “essential vice” inherent to a dormant Commerce Clause claim is discrimination. *Nat’l Pork Producers*, 598 U.S. at 373-75, 377-78. “TwinSpires has not demonstrated that Michigan’s choice to create separate regulatory schemes for third-party facilitators and racetracks violates the dormant Commerce Clause.” *Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *14. Nor has TwinSpires alleged facts that demonstrate a substantial burden on interstate commerce that would satisfy the test from *Pike v. Bruce Church, Inc.*, 397 U.S. 137 (1970). *See Nat’l Pork Producers*, 598 U.S. at at 385 (“Petitioners must plead facts ‘plausibly’ suggesting a substantial harm to interstate commerce; facts that render that outcome a ‘speculative’ possibility are not enough.”). TwinSpires, the alleged industry leader, does not allege that its competitors ceased operations when threatened with MGCB enforcement, which indicates the burden on commerce is not so substantial. *See id.* (noting that when some entities comply with a regulation, it indicates a lack of substantial burden on commerce). Thus, the Court will grant the motion to dismiss with regard to TwinSpires’s claim under the dormant Commerce Clause.

H. Dismiss MGCB

Defendants argue that the MGCB and the Attorney General are improper defendants in this case. As the Court previously stated, the MGCB is immune from this lawsuit via the Eleventh Amendment. *Churchill Downs Tech. Initiatives*, 2025 WL 539972, at *6. However, “TwinSpires has properly alleged that the Executive Director and the Attorney General are responsible for enforcing the” MHRL licensing requirements. *Id.* The MGCB will be dismissed, but the Attorney General will remain as a defendant.

III. CONCLUSION

TwinSpires brings this claim under the implied cause of action to enjoin state actors from violating federal law. It has alleged facts sufficient to state a claim under preemption, but not for a claim under the dormant Commerce Clause. While the MGCB will be dismissed as a defendant, the Executive Director of the MGCB and the Attorney General remain as defendants in this lawsuit.

An order consistent with this Opinion will issue.

Dated: May 9, 2025

/s/ Hala Y. Jarbou
HALA Y. JARBOU
CHIEF UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CHURCHILL DOWNS TECHNOLOGY
INITIATIVES COMPANY,

Plaintiff,

Case No. 1:25-cv-47

v.

Hon. Hala Y. Jarbou

MICHIGAN GAMING CONTROL
BOARD, et al.,

Defendants.

ORDER

In accordance with the opinion entered this date:

IT IS ORDERED that Defendants' motion to dismiss (ECF No. 14) is **GRANTED IN PART** and **DENIED IN PART**.

IT IS FURTHER ORDERED that Plaintiff's claim under the dormant Commerce Clause is **DISMISSED**.

IT IS FURTHER ORDERED Defendant Michigan Gaming Control Board ("MGCB") is **DISMISSED**.

Plaintiff's claim asserting preemption remains in the case, as do Defendants Williams and Nessel.

Dated: May 9, 2025

/s/ Hala Y. Jarbou
HALA Y. JARBOU
CHIEF UNITED STATES DISTRICT JUDGE

**NEBRASKA
THOROUGHBRED
BREEDERS
ASSOCIATION**

**NEBRASKA
HORSEMEN'S
BENEVOLENT AND
PROTECTIVE
ASSOCIATION**

**NEBRASKA
QUARTER HORSE
RACING
ASSOCIATION**

**NEBRASKA
THOROUGHBRED
BREEDERS
ASSOCIATION**

**THOROUGHBRED
RACING
ASSOCIATIONS OF
NEBRASKA**

DIRECTORS UPDATE

PUBLIC COMMENTS

EXECUTIVE SESSION

RECONVENE MEETING

ADJOURNMENT