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Gaming Documents for Canterbury Park



POST 1 AMVETS

To: lhensen@shakopeemn.gov



Tue 1/17/2023 9:56 AM



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Good Morning,

Attached is the signed lease and documents that were requested for the consideration of the gaming license for Canterbury Park.

I will be attending the city meeting in February for any questions.

Please contact me with any concerns.

Sincerely,

James Grob
Gaming Manager
AmVets Post 1
651-587-3581



Reply



Forward



*City of Shakopee
485 Gorman Street
Shakopee MN, 55379*

To the city of Shakopee –

We are asking for the opportunity to help support and grow your community by allowing our charitable gambling at Canterbury Park. This site is in the city limits of Shakopee. We will meet and exceed your expectations on charitable donations as we do in every city that we work with. We have 14 sites in multiple cities and are in good standing with all of them. The city of Hastings in fact has acknowledged us for going above and beyond required charitable donations by over 250 percent.

We have supported our Veterans through many different organizations including most recently buying a van that has a lift to accommodate wheelchairs for the VA which many of your residents have had the pleasure of using. We have worked hand in hand with Canterbury Park to ensure the best use of charitable donations. In our partnership with Canterbury, they have expressed a large need for help with their preferred Equine charity based out of Shakopee. The Shakopee-based Leg Up Fund's mission to serve those involved in the sport of Thoroughbred racing at Canterbury Park both human and equine. The Leg Up Fund's contributions will support disabled and injured Canterbury Jockeys, a tutoring program for children of stable area workers, an equine-based psychotherapy program at Canterbury, and aftercare programs for racehorses.

We thank you for the opportunity to grow in your community and help line level charities that don't have the opportunity to raise dollars on their own in your community. You will find a list of the charities and the most recent donations that we have made.

We believe it is our job to help improve all lives and that is what we all fought so proudly to defend.

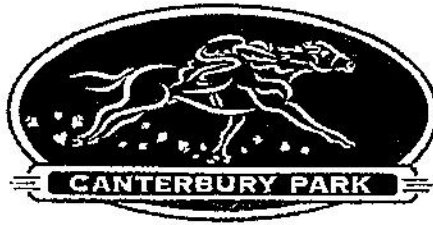
Kindest regards,

*James Grob
Gaming Manager
651-587-3581*

ANVETS POST #1 MONTHLY 2023 GAMBLING DISTRIBUTION

Proposed: 22 December 2022

MONTH/YR	NAME OF ORGANIZATION	AMOUNT	DATE PAID	CITY	NOTES
January '23	Salvation Army	\$ 5,000.00		STP	food & shelter
January '23	Union Gospel Mission	\$ 5,000.00		STP	food & shelter
January '23	360 Communities	\$ 10,000.00		IGH/Hast/Eagan/STP	women's shelter, kids needing food
February '23	Joseph's Coat	\$ 10,000.00		STP	clothing
February '23	IGH Public Safety Fn	\$ 10,000.00		IGH	Explorers, K9 Program, Shop w/Cop
March '23	Citizens Academy/Heroes Helper	\$ 10,000.00		WSTP	vol assist police, Shop w/Cop
March '23	Twin Cities Honor Flight	\$ 5,000.00		Roseville	vet flights to Wash DC
March '23	Rahn Elementary School	\$ 5,000.00		Eagan	library
April '23	City of West St Paul	\$ 10,000.00		WSTP	teen challenge, Shop w/Cops
April '23	Majestic Hills Ranch	\$ 10,000.00		Bloomington	vets horseback therapy
May '23	Second Stork	\$ 5,000.00		STP	childcare
May '23	DARTS	\$ 5,000.00		WSTP	seniors & disabled transportation
May '23	Lewis House	\$ 10,000.00		Eagan	food & shelter
June '23	HOLD FOR JULY MATCH GRANT				
July '23	Christian Cupboard	\$ 10,000.00		Oakdale	food - matching grant
July '23	Neighbors Inc	\$ 10,000.00		Dakota/Ramsey Co	food - matching grant
July '23	Open Door	\$ 10,000.00		Eagan	food - matching grant
July '23	Hastings Family Services	\$ 10,000.00		Hastings	food - matching grant
July '23	VEAP	\$ 10,000.00		Bloomington	food - matching grant



City of Shakopee

485 Gorman Street

Shakopee, Mn, 55379

To whom it may concern,

I am writing to request city approval of charitable gambling to be operated at Canterbury Park. We are excited to be partnering with AMVETS Post 1 in our charitable gambling mission at Canterbury Park.

We look forward to supporting the AMVETS mission to help veterans through donations to many different organizations. In addition, AMVETS has committed to donating a substantial portion of the charitable gaming proceeds from their Canterbury Park operations to the Leg Up Foundation, which is a 501(c)3 located in Shakopee. The Leg Up Fund serves the Canterbury Park community in a variety of ways. These include financial support for injured and disabled jockeys, aftercare for retired racehorses, tutoring programs, benevolence funding for those in need of health and dental care, our racetrack chaplaincy program, and an equine-based mental health program at Canterbury that specializes in Post-Traumatic Stress Disorder that has served the stable area population as well as area policemen, firemen and the military.

We would appreciate city council approval for AMVETS 1 to be our charitable gambling organization. We believe they are best organization to partner with Canterbury Park, the Leg Up Fund and the city of Shakopee.

Thank you very much for your consideration.

Respectfully,

Randy Sampson

Chief Executive Officer

Canterbury Park

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization:	License/Site Number:	Daytime Phone:
AmVets Post 1	19091	651-587-3581
Address:	City:	State: Zip:
1323 Sibley Memorial Hwy	Mendota Heights	MN 55150
Name of Leased Premises:	Street Address:	
Canterbury Park Concessions, Inc.	1100 Canterbury Road	
City:	State: Zip:	Daytime Phone:
Shakopee	MN 55379	952-445-7223
Name of Legal Owner:	Business/Street Address:	
Canterbury Park Holding Corp	1100 Canterbury Rd	
City:	State: Zip:	Daytime Phone:
Shakopee, MN	MN 55379	
Name of Lessor (If same as legal owner, write "SAME"):	Address:	
Same		
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ New or amended lease. Effective date: 2-1-23. Submit changes at least ten days before the effective date of the change.
- ☐ New owner. Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|--|---|
| ☒ Pull-Tabs (paper) | ☒ Electronic Pull-Tabs |
| ☒ Pull-Tabs (paper) with dispensing device | ☒ Electronic Linked Bingo |
| ☒ Bar Bingo ☐ Bingo | Electronic games may only be conducted: |
| ☒ Tipboards | 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or |
| ☐ Paddlewheel ☐ Paddlewheel with table | 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100. |

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: N/A%, not to exceed 10% of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15%, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed 20% of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: 0%, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ 0 per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ Rent may not be paid for bar bingo.
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

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Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:

Date:

Signature of Organization Official (Lessee):

Date:

Print Name and Title of Lessor:

Print Name and Title of Lessee:

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032