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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

CITY OF PEORIA, a municipal corporation,

*Plaintiff,*

v.

BOYD GAMING CORPORATION, a  
Nevada corporation, PAR-A-DICE GAMING  
CORPORATION, d/b/a Par-A-Dice Hotel  
Casino, an Illinois corporation, ILLINOIS  
GAMING BOARD, and CITY OF EAST  
PEORIA, a municipal corporation,

*Defendants.*

Case No.: 2026CH01032

**VERIFIED COMPLAINT FOR DECLARATORY,  
INJUNCTIVE, AND OTHER RELIEF**

Plaintiff City of Peoria (“Peoria” or “Plaintiff”), by its undersigned counsel, brings this Verified Complaint for Declaratory, Injunctive, and Other Relief against Defendants Boyd Gaming Corporation (“Boyd”), Par-a-Dice Gaming Corporation, d/b/a Par-A-Dice Hotel Casino (“Par-A-Dice Gaming”), the Illinois Gaming Board (the “IGB”), and the City of East Peoria (“East Peoria”), and (collectively, “Defendants”). The complaint arises from Boyd’s Proposal to relocate its riverboat casino on the Illinois river to a land-based casino in East Peoria (the “Proposal”), all in violation of Illinois law and the longstanding intergovernmental agreement between Peoria and East Peoria. In support of its Verified Complaint, Peoria states as follows:

**NATURE OF THE ACTION**

1. The Illinois Gambling Act (the “Act”), 230 ILCS 10/1, *et seq.* (previously, the Illinois Riverboat Gambling Act) clearly delineates where gambling may occur in the greater Peoria region. Land-based gambling shall occur within the corporate limits of the City of Peoria,

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whereas riverboat gambling on the Illinois River shall occur in the City of East Peoria. 230 ILCS 10/7(e). Peoria thus has the exclusive right to host a land-based casino, whereas East Peoria has the exclusive right to host riverboat gambling.

2. Currently, Boyd, through its wholly owned subsidiary, Par-A-Dice Gaming operates a riverboat casino moored on the Illinois River in East Peoria known as Par-A-Dice Casino (“Par-A-Dice”). (Boyd and Par-A-Dice Gaming are collectively referred to herein as “Boyd.”). It has done so for the last thirty years. As part of its “riverboat modernization” plan—presented to the IGB on December 11, 2025—Boyd now seeks to relocate its Par-A-Dice riverboat casino from the Illinois River inland in East Peoria, and to convert it into a land-based casino hotel complex. The IGB intends to approve Boyd’s plan at its meeting on February 5, 2026.

3. Peoria’s numerous requests to the IGB to defer the vote on Boyd’s Proposal until such time as a court can declare the rights of the parties under the Act have been unsuccessful. On January 20, 2026, Peoria provided the IGB and Boyd a substantive legal memorandum setting forth that: (1) the IGB lacks the authority to modify the gaming license statutorily assigned to an Illinois River location without statutory approval from the Illinois General Assembly; and (2) Boyd’s Proposal fails to comply with the Act and violates the intergovernmental agreement (“IGA”) between Peoria and East Peoria. A copy of Peoria’s letter is attached as **Exhibit A**, hereto. A copy of the IGA is attached as **Exhibit B**, hereto. Defendants did not agree to Peoria’s requests.

4. Peoria brings this action to enjoin the IGB from approving Boyd’s plan for the Par-A-Dice Casino in East Peoria, and declare any such approval null and void should the IGB approve the Proposal before this court declares the rights of the Parties. Boyd’s Proposal violates both the Act and the IGA, which makes Boyd’s options for gambling in the greater Peoria clear: Boyd may operate a riverboat casino moored at a dock on the Illinois River in East Peoria, *or* Boyd may

operate a land-based casino within the city limits of Peoria. Through this action, Peoria seeks to establish the rights of the Parties under the Act and the IGA, and to enjoin Defendants from taking any action in contravention of those rights.

### **THE PARTIES**

5. Peoria is a municipality in central Illinois that borders the Illinois River.
6. East Peoria is also a municipality in central Illinois that borders the Illinois River, immediately across from Peoria. Boyd's Par-A-Dice riverboat casino has been moored on a dock on the Illinois River for approximately 30 years pursuant to a restricted gaming license created by the Illinois General Assembly in 1990. Pursuant to the Act and the IGA, Boyd's casino gambling operations in East Peoria must take place, if at all, only on a riverboat or non-operational barge moored at a dock only on the Illinois River. *See* 230 ILCS 10/7(e). A true and accurate aerial photograph of Boyd's Par-A-Dice riverboat casino moored on a dock on the Illinois river is set forth in the image below.<sup>1</sup>



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<sup>1</sup> The following image was used by Boyd in its December 11, 2025 public presentation to the IGB, in which Boyd first made the public Proposal at issue in this action. The slides used in that meeting are not confidential pursuant to 230 ILCS 10/6(d) because these slides were presented at a public meeting, noticed and held in accordance with the Open Meetings Act. *See* 86 Ill. Adm. Code § 3000.105; 5 ILCS 120/2. The slides are also publicly available via the videorecording of the December 11, 2025 meeting posted to the IGB's website. (*See* <https://igb.illinois.gov/media/videos/board-meetings/2025/20251211-combined-meeting-recording-mp4.html>.)

7. Boyd is a Nevada corporation with its principal place of business in Las Vegas, Nevada. Boyd has 28 physical gambling properties, with operations in Illinois, Indiana, Iowa, Kansas, Louisiana, Mississippi, Missouri, Ohio and Pennsylvania, in addition to Nevada. In Boyd's 2024 report to shareholders, it reported revenues of almost \$4 billion. Boyd operates the Par-A-Dice Hotel and Casino in East Peoria, which generates over \$60 million annually for Boyd.

8. Par-A-Dice Gaming is an Illinois corporation and wholly owned subsidiary of Boyd. The Gaming License to operate the Par-A-Dice riverboat casino is in Par-A-Dice Gaming's name.

9. The IGB is a state regulatory body created in 1990 by the Illinois General Assembly and is responsible for regulating gambling in Illinois. The IGB was created by the Act and has only the powers and duties provided by the Act's statutes and administrative rules.

10. The IGB is comprised of five board members, who are appointed by the Governor of the State of Illinois and confirmed by the Illinois Senate. Its day-to-day operations are run by its Administrator, Marcus Fruchter ("Administrator Fruchter") who serves as the agency's chief executive. The IGB maintains its principal office at 160 North LaSalle Street, Suite 300, Chicago, Cook County, Illinois 60601.

### **JURISDICTION AND VENUE**

11. This Court has personal jurisdiction over the IGB pursuant to 735 ILCS 5/2-209 because the IGB is organized under the laws of the State of Illinois, maintains its principal office in the State of Illinois, and conducts hearings and takes administrative actions in the State of Illinois.

12. This Court has personal jurisdiction over the East Peoria pursuant to 735 ILCS 5/2-209 because East Peoria is a municipal corporation in the State of Illinois, has entered into a contract substantially connected to the State of Illinois, and has committed a tortious act within the State of Illinois.

13. This Court has personal jurisdiction over Boyd pursuant to 735 ILCS 5/2-209 because Boyd transacts business within this state, has committed a tortious act within this the State of Illinois, and operates a riverboat casino pursuant to a license issued by the IGB.

14. This Court has subject matter jurisdiction over the controversy alleged herein under the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701.

15. Venue is proper in Cook County pursuant to 735 ILCS 5/2-101 and 735 ILCS 5/2-103 because at least one of the Defendants resides in Cook County and the events giving rise to this matter (i.e., the IGB's consideration and imminent approval of Boyd's Proposal to relocate its riverboat casino from the Illinois river and convert it into a land-based casino), occurred and will occur in Cook County.

### **FACTUAL ALLEGATIONS**

#### **A. The Illinois Riverboat Gambling Act**

16. The Act was originally enacted in 1990 as the Illinois Riverboat Gambling Act, P.A. 86-1029 (effective Feb. 7, 1990). The Act authorized the issuance of ten licenses for riverboat gambling operations. As originally enacted, the Illinois General Assembly specified the location of six of the riverboat licenses: "Four of such licenses shall authorize riverboat gambling on the Mississippi River, and the other license shall authorize riverboat gambling on the Illinois River south of Marshall County . . . one [other] license[] shall authorize riverboat gambling on the Des Plaines River in Will County." Boyd operates the Par-A-Dice riverboat casino on the Illinois River

pursuant to one of the six specifically designated gaming licenses (the “Six Specific Licenses”). Its license is dedicated to the Illinois River. While the Act has been amended over the years, the General Assembly has never removed the assignment of one riverboat license to the Illinois River. *See* 230 ILCS 10/7(e).

17. The Act has permitted the IGB to issue up to ten licenses authorizing their holders to operate duly authorized riverboat casinos. *See* 230 ILCS 10/7(e).

18. Under the Act, the IGB is not authorized to determine the location of the Six Specific Licenses designated by the Illinois General Assembly for the Mississippi River (four licenses), the Des Plaines River (one license) and the Illinois River (one license). The IGB requires express statutory authority from the Illinois General Assembly to do so. The Par-A-Dice riverboat operates on the Illinois River pursuant to this restricted license. The IGB lacks the authority under the Act to relocate the Par-A-Dice casino inland, or to convert it into a land-based casino located in East Peoria.

19. The four licenses designated to the Mississippi River were initially awarded to the Alton Belle, the Silver Eagle (later known as Emerald Casino), Casino Queen, and the Casino Rock Island. The license dedicated to the Des Plaines River in Will County was awarded to Empress Casino.

20. Unlike the Six Specific Licenses, the Act authorized the IGB to, in accordance with the Act, determine the location of the four remaining licenses for riverboat casino operations.

21. The Act was carefully drafted to enact a legislative design of promoting economic development in certain parts of the state and on three specific rivers: the Mississippi River, the Des Plaines River, and the Illinois River. The Act thus specified that the Six Specific Licenses authorized riverboat gambling only on these statutorily designated rivers.

## **B. The Inter-Governmental Agreement**

22. Peoria and East Peoria border the Illinois river and would be eligible hosts for the riverboat casino located on the Illinois River. In 1991, Peoria and East Peoria entered into the IGA regarding the Illinois River riverboat casino license (the “Agreement”) A copy of the IGA is attached hereto as **Exhibit B**.

23. Peoria and East Peoria agreed that, “[i]n the interests of the entire Greater Peoria Area,” they would “cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of [the IGA] as soon as possible and to otherwise ensure compliance with all other provisions of [the IGA].” (**Ex. B ¶ 17.**)

24. Under the IGA, the two cities agreed to share casino tax revenue from a riverboat casino on the Illinois River in a 45/45 split, with the remaining 10% to be put in a mutual development fund for the two cities. The IGA also provides that East Peoria would retain other revenue generated by virtue of the location of the riverboat on the Illinois River, such as hotel taxes.

25. Critically, the IGA also provided that should the casino move off the Illinois River, and become a land-based casino, it was required to be in Peoria. Specifically, the IGA provides: “All riverboat casino operations shall be docked in East Peoria”; (2) should Illinois permit gambling aboard a permanently moored riverboat, such gambling “may occur in either Peoria or East Peoria”; and (3) “[a]ll land-based casino operations shall be in Peoria.” (**Ex. B ¶¶ 5-7.**)

26. Pursuant to a 1996 amendment, the joint development fund was terminated resulting in East Peoria and Peoria sharing casino tax revenues from the Par-A-Dice riverboat casino 50/50.

27. The IGA is a valid and enforceable contract, authorized by the Illinois Constitution and the Illinois Intergovernmental Cooperation Act. (Ill. Const., art. VII, § 10; 5 ILCS 220/1 *et seq.*)

**C. The Par-A-Dice Riverboat Casino**

28. East Peoria built a docking location for the riverboat casino on the Illinois River. In May 1993, a riverboat casino first docked at its current location in East Peoria and opened for gambling.

29. When the riverboat casino first opened, it took regular excursions up and down the Illinois River. Pursuant to a statutory amendment eliminating the excursion requirement, it later became permanently moored.

30. Boyd acquired the Illinois River riverboat casino license in 1996.

31. Boyd has been operating its riverboat casino now moored at the dock on the Illinois River for the last thirty years. Par-A-Dice's gross gaming revenue for 2024, according to the Gaming Board's 2024 Annual Report, was more than \$60 million.

**D. Amendments to the Illinois Riverboat Gambling Act**

32. In 1999, the Illinois Legislature amended the Act in three significant respects. First, it authorized certain riverboat gambling to be on "any water" as opposed to "any navigable stream." (P.A. 91-40, § 3(c) (effective June 25, 1999).) Second, it eliminated the requirement that riverboat casinos take cruises or excursions, and allowed "permanently moored barge[s]" to qualify as riverboat casinos. (*Id.* § 4(d).) Third, it authorized the IGB to relocate one of the four specific licenses dedicated to the Mississippi River. The amendment was drafted and approved for the Silver Eagle's successor, Emerald. Section 11.2(e) provided if a licensee was not conducting riverboat gambling as of January 1, 1998, then it could apply to the IGB for relocation to a new

home dock location. This was an accommodation to Emerald to relocate a riverboat from the Mississippi River to Rosemont, Illinois. Emerald later became what is now known as Rivers Casino in Des Plaines, Illinois.

33. In 2002, the Illinois Legislature again amended the Act. (P.A. 92-600 (effective June 28, 2002).) This amendment was also limited to one of the remaining gaming licenses dedicated by the General Assembly to the Mississippi River. The amendment allowed the license held by Casino Rock Island (today Bally's Quad Cities) to move from the Mississippi River.

34. In 2003 and 2025, the Act was again amended to allow the remaining Mississippi River licensees to move inland to a municipality that bordered the Mississippi River or was within five miles of a municipality that bordered the Mississippi River. (P.A. 93-28 (effective June 20, 2003); P.A.93-453 (effective August 7, 2003), and P.A. 94-667 (effective August 23, 2005).) The Casino Queen (today DraftKings at Casino Queen), moved to its current location inland pursuant to this amendment in 2007.

35. The General Assembly most recently amended the Act in 2019, changing its title from the Illinois Riverboat Gambling Act to the Illinois Gambling Act, as it is known today. The amended Act authorized land-based gambling operations, prospectively. The amendment allowed duly licensed riverboat casinos to conduct land-based gambling operations upon approval by the IGB and payment of a fee of \$250,000. (*See* 230 ILCS 10/7(k).)

36. Pursuant to Section 7, Rivers Casino removed its moat and became fully land based. The Empress Casino (today the Hollywood Casino Joliet) likewise became land-based pursuant to Section 7(k) of the Act.

37. The 2019 amendment to the Act also codified the IGA into law, as follows:

One other license shall authorize *riverboat gambling on the Illinois River in the City of East Peoria* or, with Board approval, shall authorize *land-based gambling operations* anywhere within the corporate limits of the City of Peoria.

230 ILCS 10/7(e). Under the amendment, Boyd may only operate riverboat gambling on the Illinois River in the City of East Peoria. Boyd can only operate land-based gambling operations in the City of Peoria. Boyd's Proposal, on the other hand, calls for an unlawful land-based casino in East Peoria.

38. As set forth above, of the Six Specific Licenses, four have relocated pursuant to a statutory amendment. The remaining two—Par-a-Dice and the Alton Belle (today the Argosy Casino Alton)—remain permanently moored on their respective rivers.

**G. Boyd's Proposal Violates Section 7 of the Act and the Terms of the IGA: “[N]othing stands in our way.”**

39. All owners' licenses are subject to renewal by the IGB. At its March 14, 2024 meeting, the IGB renewed Boyd's riverboat casino license for the Par-A-Dice riverboat casino on the Illinois River. Boyd also informed the IGB that it intended to “modernize” its riverboat casino and requested 12 months to do so. The IGB, in turn, gave Boyd 24 months. During the meeting, IGB administrator Marcus Fruchter joked that as part of the redevelopment plan, Boyd “won't have that Coast Guard maximum cap” any longer, seemingly signaling and encouraging a conversion to land-based operations. At the conclusion of the meeting, the IGB required Boyd to submit a new casino facility development project plan by March 14, 2026, unless otherwise directed by future IGB request.

40. Boyd boasted to investors that it intended to relocate the Par-A-Dice riverboat from the Illinois river on to land. As for the regulatory obstacles in the way of its plans, Boyd declared, “[N]othing stands in our way.” See Tim Shelley, *‘Nothing stands in our way’: Boyd Gaming CEO*

*suggests Par-A-Dice may emulate Louisiana casino that recently moved from water to land,* WCBU (Dec. 9, 2024).<sup>2</sup>

41. To the contrary, Peoria's statutory and contractual rights stand in the way of Boyd's Proposal.

42. Peoria raised concerns that Boyd's Proposal violates the Act and the IGA. For example, Peoria Mayor Rita Ali specifically raised those concerns in a letter to Administrator Fruchter, dated February 4, 2025. This letter is attached as **Exhibit C**, hereto.

43. On February 12, 2025, counsel for Boyd tersely responded to Mayor Ali's letter, providing notice of Boyd's intent to provide gaming "on water in East Peoria in accordance with its legal rights and obligations."

44. On February 14, 2025, IGB Administrator Fruchter responded to Mayor Ali. In his letter, he described the Act as permitting Boyd only three options by which it may conduct gambling operations at the Par-A-Dice casino: (1) on an excursion boat; (2) on a permanently moored (non-operational) barge; or (3) in a land-based facility. Administrator Fruchter's letter is attached as **Exhibit D**.

45. Administrator Fruchter's February 14, 2025 letter was incorrect in material part because the Act, Section 7(e), provides that the City, and not East Peoria, shall host any land-based casino gambling operation. Consequently, Administrator Fruchter's two remaining options for Boyd continuing to operate in East Peoria were limited to: (1) an excursion boat; or (2) a permanently moored (non-operational) barge.

46. For the next several months, Peoria requested that Boyd share its redevelopment plans for Par-A-Dice with Peoria. Boyd refused these requests.

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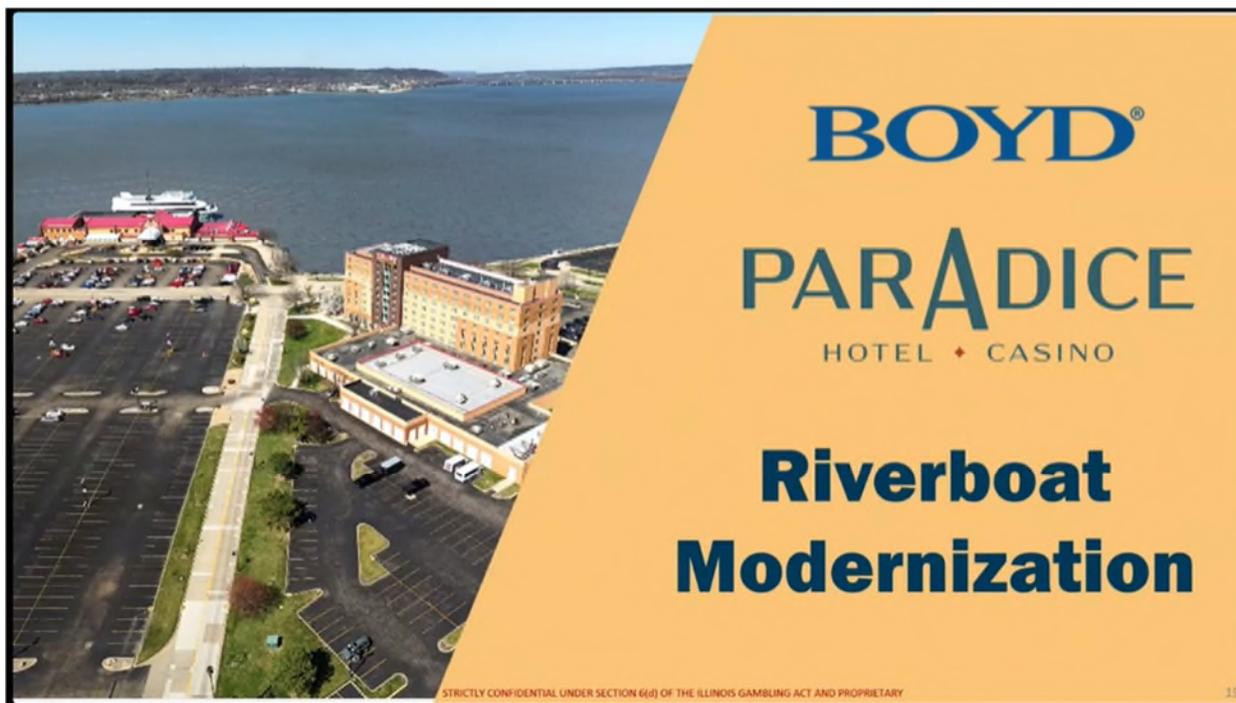
<sup>2</sup> <https://www.wcbu.org/local-news/2024-12-09/nothing-stands-in-our-way-boyd-gaming-ceo-suggests-par-a-dice-may-emulate-louisiana-casino-that-recently-moved-from-water-to-land>.

47. Instead, on December 11, 2025, Boyd formally presented its Proposal to the IGB to close the Par-A-Dice riverboat casino on the Illinois River and open a land-based casino nearby in East Peoria. Boyd’s hour-long presentation revealed plans for, in Boyd’s words, “a 29,000-square foot casino gastropub” located across a road from where the Par-A-Dice riverboat casino is now moored in the Illinois River. The slides Boyd presented to the IGB are attached as **Exhibit E**.

48. Despite the City’s various requests to review the terms of Boyd’s redevelopment proposal, this was the first opportunity the City had to learn of Boyd’s full plan.

49. Boyd referred to this project in its presentation as “Riverboat Modernization.” Images from Boyd’s presentation are set forth below. These images demonstrate that Boyd’s Proposal does not comply with the Act and the IGA.

50. These are images of the current site, which Boyd used at its December 11, 2025 public presentation to the Illinois Gaming Board. The white watercraft is Boyd’s riverboat casino.



(Ex. E, Slide 20.)



(*Id.*, Slide 35.)

51. Below is a graphic displaying Boyd’s plans for the “Riverboat Modernization,” depicting the complete transformation of a moored riverboat to a standalone, land-based structure.

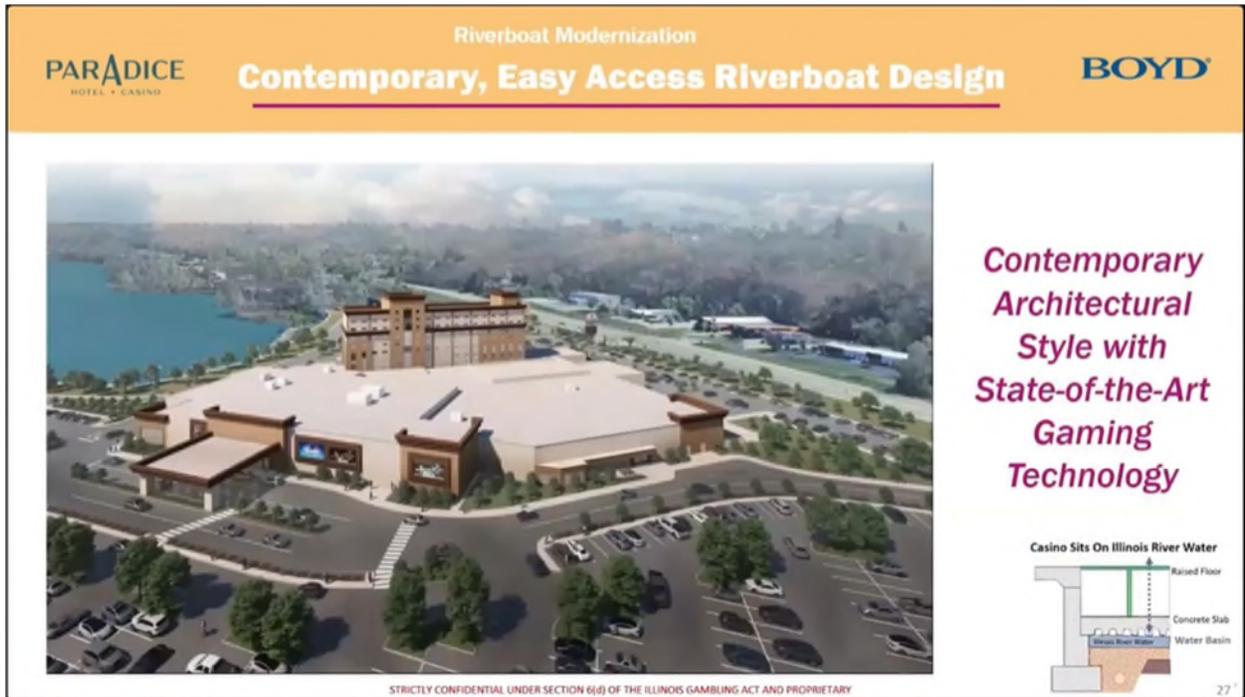


(Id., Slide 33.)

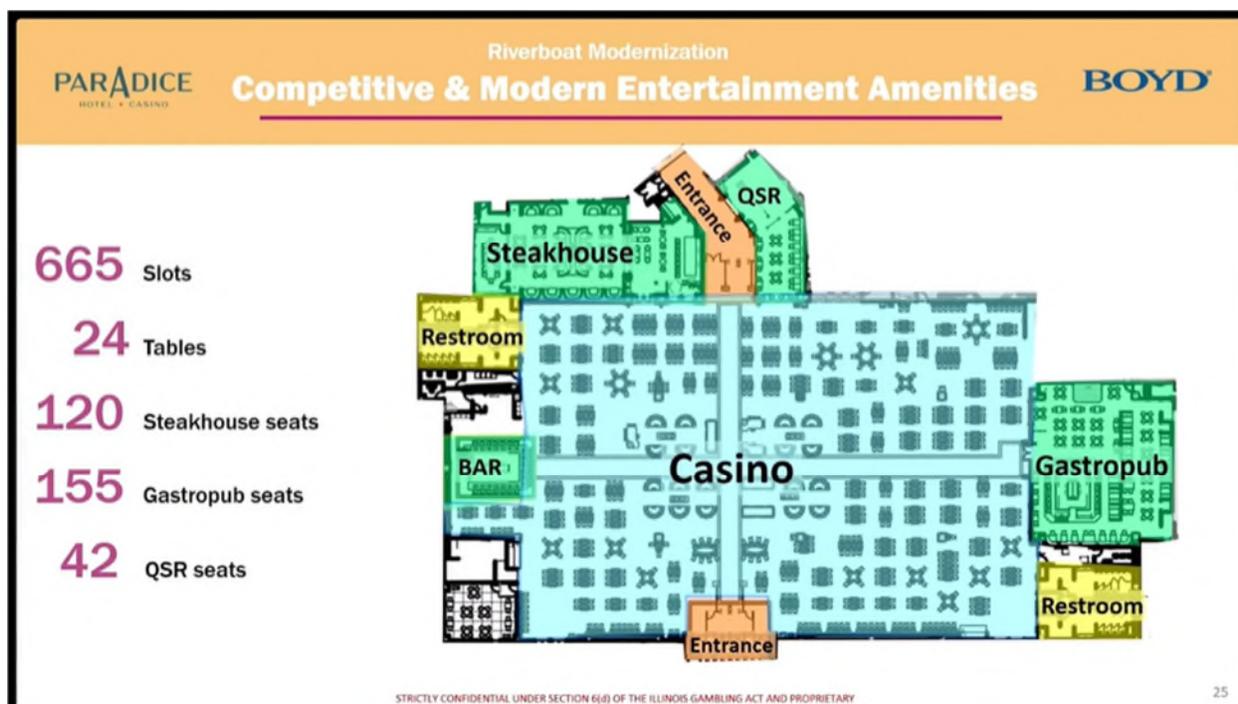
52. Below are further mock-ups of Boyd’s proposed casino in East Peoria. These images demonstrate that the proposed casino is land-based. For example, the first mock-up mentions LEED standards, which are standards for terrestrial buildings.



(Id., Slide 25.)



(Id., Slide 28.)



(*Id.*, Slide 26.)

53. In the December 11, 2025 meeting before the IGB, Boyd claimed that this Proposal satisfies the requirements of the Act because Boyd plans to pump 1,000 gallons of Illinois River water under the structure. It refers to this as a “basin” of Illinois River water. One-thousand gallons of Illinois river water is not the actual Illinois River. Spread under a 29,000 square-foot area, 1,000 gallons of water is as thin as a dime. The small graphic in the bottom right corner of Slide 25, *supra*—a graphic Boyd used throughout its presentation—depicts this proposal for a paper-thin layer of water beneath the casino.

54. Boyd offered other implausible explanations for how its Proposal is not a land-based casino, including that it is on a “historic Illinois River inlet.”

55. Boyd’s Proposal plainly violates Section 7(e) of the Act and the IGA.

56. Nonetheless, the IGB intends to approve this plan at its meeting on February 5, 2026. At the December 11, 2025 meeting, the IGB said it would consider Boyd's Proposal and allow public comment at the IGB's next meeting, which is scheduled for February 5, 2026. Under the IGB's two-meeting rule, this means the IGB will give Boyd's Proposal "final consideration" at the February 5th meeting. (*See* 86 Ill. Adm. Code. 3000.105(f).)

57. Indeed, the agenda posted for the IGB's February 5, 2026 meeting under Casino matters states, "Final Consideration: Par-A-Dice Gaming Corporation d/b/a Par-A-Dice Hotel Casino rule 203(d) Casino Redevelopment Plan."<sup>3</sup>

58. Peoria has repeatedly requested that the IGB defer its vote on Boyd's Proposal, but the IGB has refused.

#### **H. The IGB's Approval of Boyd's Proposal Will Irreparably Harm Peoria.**

59. The IGA and the Act could not be more clear: if Par-A-Dice is to become a land-based casino, it must be within the corporate limits of the City of Peoria. Peoria has a contractual right and a statutory right to be the location of any land-based casino built using Par-A-Dice's license for a riverboat casino on the Illinois River.

60. If the IGB approves Boyd's illegal land-based casino in East Peoria, Peoria will be irreparably harmed because it will not receive the economic benefits of a land-based casino in Peoria, including not only lost taxes and revenue that would flow from the casino (i.e. gambling, hotel, restaurant, property, and sales taxes), but also lost employment opportunities and income for its citizens, lost tourism that would benefit local businesses, lost spinoff developments including additional hotels and restaurants, and further resulting lost tax revenue flowing from

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<sup>3</sup> A copy of the IGB's agenda for the February 5, 2026 meeting is available at <https://igb.illinois.gov/content/dam/soi/en/web/igb/documents/board-meetings/agendas/2026/20260205-open-meeting-agenda.pdf>.

these other diminished opportunities. Peoria's right to those benefits is protected by the Act and by the IGA.

**COUNT I**  
**Declaratory Judgment Pursuant to 735 ILCS 5/2-701**  
**Against All Defendants**

61. Peoria reasserts and incorporates by reference all allegations contained in Paragraphs 1–60 as if fully set forth herein.

62. As set forth above, on December 11, 2025, Boyd presented to the IGB its Proposal for a land-based casino in East Peoria, which it described as a modernized “riverboat.”

63. The IGB intends to vote on and approve Boyd's Proposal on February 5, 2026.

64. Section 7(e) of the Act, as amended by the Illinois General Assembly in 2019, provides a clear either/or proposition. The IGB “shall authorize *riverboat gambling on the Illinois River in the City of East Peoria or*, with Board approval, shall authorize *land-based gambling operations* anywhere within the corporate limits of the City of Peoria.” 230 ILCS 10/7(e) (emphasis added).

65. Under the Act the IGB lacks the authority to approve Boyd's Proposal without a specific grant of authority from the Illinois General Assembly.

66. Moreover, Administrator Fruchter has stated that, pursuant to the Act, Boyd has only three options by which it may conduct gambling operations at the Par-A-Dice casino: (1) on an excursion boat; (2) on a permanently moored (non-operational) barge; or (3) in a land-based facility. (See **Ex. D.**) Pursuant to the Act, however, land-based operations must occur in Peoria. (See 230 ILCS 10/7(e).) Boyd's Proposal is neither an excursion boat nor a permanently moored (non-operational barge) and is therefore unlawful.

67. Accordingly, the IGB's approval of Boyd's Proposal, and any further actions taken by Boyd and East Peoria in furtherance of the Proposal, violate the Act.

68. Peoria has an interest in adjudicating the issues raised herein to determine whether the IGB has the authority to approve Boyd's Proposal for a land-based casino in East Peoria, and whether Boyd and East Peoria may move forward with the Proposal, or whether such action otherwise violates Illinois law.

69. There exists an actual, justiciable controversy regarding the parties' rights and obligations under the Act.

70. The rights and interests of the parties in dispute are capable of definite and immediate determination, the resolution of which will terminate the controversy giving rise to this action.

75. Under 735 ILCS 5/2-701, this Court is vested with the power to declare the rights and liabilities of the parties, and grant such other and further relief that may be necessary or appropriate.

WHEREFORE, Peoria prays that this Court:

- a. Enter judgment in favor of Peoria and against Defendants;
- b. Declare that that the IGB is not permitted by law to authorize Boyd's Proposal, and that the Proposal, itself, is in violation of the Act and the IGA;
- c. Enter a temporary, preliminary and permanent injunction enjoining the IGB from authorizing Boyd's Proposal to build an illegal land-based casino in East Peoria;  
and
- d. Grant any further relief as justice may require.

**COUNT II**  
**Breach of Contract**  
**Against Defendant East Peoria**

76. Peoria reasserts and incorporates by reference all allegations contained in Paragraphs 1–60 as if fully set forth herein.

77. On January 28, 1991, Peoria and East Peoria entered into the IGA, a valid, enforceable, and binding contract, a true and correct copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference.

78. The IGA was and is a valid and enforceable contract.

79. Peoria and East Peoria agreed that, “[i]n the interests of the entire Greater Peoria Area,” they would “cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of [the IGA] as soon as possible and to otherwise ensure compliance with all other provisions of [the IGA].” (**Ex. B** ¶ 17.) The IGA delineated where gambling could occur in the greater Peoria region: (1) “[a]ll riverboat casino operations shall be docked in East Peoria”; (2) should Illinois permit gambling aboard a permanently moored riverboat, such gambling “may occur in either Peoria or East Peoria”; and (3) “[a]ll land-based casino operations shall be in Peoria.” (*Id.* ¶¶ 5-7.)

80. In exchange for this promise, the parties agreed that they would equally share gambling tax revenue, with 45% to East Peoria and 45% to Peoria, and the remainder to a joint development fund. (*Id.* ¶ 1.) Pursuant to a 1996 Amendment, the joint development fund was terminated, and gambling tax revenues was adjusted to 50% to East Peoria and 50% to Peoria.

81. At all times relevant, Peoria performed its obligations under the IGA, allowing riverboat gambling operations to proceed in East Peoria.

82. On February 12, 2025, East Peoria indicated its intent to breach the IGA when counsel for Boyd stated that Boyd intended to provide gaming “on water in East Peoria in accordance with its legal rights and obligations.”

83. On December 11, 2025, East Peoria affirmed its intent to breach the IGA when Boyd revealed its Proposal to the IGB, depicting a land-based casino in East Peoria falsely described as a “riverboat.”

84. As a result of Peoria’s anticipatory breach, Peoria will suffer losses for years to come, including include not only lost taxes and revenue that would flow from the casino (including, without limitation, gambling, hotel, restaurant, property, and sales taxes), but also lost employment opportunities and income for its citizens, lost tourism that would benefit local businesses, and further resulting lost tax revenue flowing from these other diminished opportunities.

85. Peoria’s damages flow directly from and are the natural and probable consequence of East Peoria’s anticipatory breach.

86. East Peoria is aware of the economic benefits attendant to gambling operations such that these damages were foreseeable and within the contemplation of its parties at the time of the IGA.

WHEREFORE, Peoria prays that this Court:

- a. Enter judgment in favor of Peoria and against East Peoria;
- b. Declare that East Peoria is in breach of the IGA;
- c. Enter a temporary, preliminary and permanent injunction enjoining East Peoria from taking further action in furtherance of Boyd’s unlawful Proposal;

- d. Award Peoria compensatory and punitive damages, and its reasonable attorneys' fees, to the extent allowed by law; and
- e. Grant any further relief as justice may require.

**COUNT III**  
**Tortious Interference with Contract**  
**Against Defendants Boyd and Par-A-Dice Gaming**

87. Peoria reasserts and incorporates by reference all allegations contained in Paragraphs 1–60 as if fully set forth herein.

88. On January 28, 1991, Peoria and East Peoria entered into the IGA, a valid, enforceable, and binding contract, a true and correct copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference.

89. The IGA was and is a valid and enforceable contract.

90. Peoria and East Peoria agreed that, “[i]n the interests of the entire Greater Peoria Area,” they would “cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of [the IGA] as soon as possible and to otherwise ensure compliance with all other provisions of [the IGA].” (**Ex. B** ¶ 17.) The IGA delineated where gambling could occur in the greater Peoria region: (1) “[a]ll riverboat casino operations shall be docked in East Peoria”; (2) should Illinois permit gambling aboard a permanently moored riverboat, such gambling “may occur in either Peoria or East Peoria”; and (3) “[a]ll land-based casino operations shall be in Peoria.” (*Id.* ¶¶ 5–7.)

91. In exchange for this promise, the parties further agreed that they would equally share gambling tax revenue, with 45% to East Peoria and 45% to Peoria, and the remainder to a joint development fund. (*Id.* ¶ 1.) Pursuant to a 1996 Amendment, the joint development fund was terminated, and gambling tax revenues was adjusted to a 50% to East Peoria and 50% to Peoria.

92. On February 12, 2025, East Peoria indicated its intent to breach the IGA when counsel for Boyd stated that Boyd intended to provide gaming “on water in East Peoria in accordance with its legal rights and obligations.”

93. On December 11, 2025, East Peoria affirmed its intent to breach the IGA when Boyd revealed its Proposal to the IGB, depicting a land-based casino in East Peoria falsely described as a “riverboat.”

94. Boyd and Par-A-Dice Gaming intentionally interfered with and induced East Peoria’s anticipatory breach by creating and presenting to the IGB its unlawful Proposal for a land-based casino located in East Peoria, in clear violation of the IGA.

95. Boyd and Par-A-Dice Gaming’s interference with the IGA was intentional, unjustified, and with malice.

96. As a direct result of Boyd and Par-A-Dice Gaming’s tortious interference with the IGA, Peoria will suffer losses for years to come, including not only lost taxes and revenue that would flow from the casino (including, without limitation, gambling, hotel, restaurant, property, and sales taxes), but also lost employment opportunities and income for its citizens, lost tourism that would benefit local businesses, and further resulting lost tax revenue flowing from these other diminished opportunities.

WHEREFORE, Peoria prays that this Court:

- a. Enter judgment in its favor of Peoria and against Boyd and Par-A-Dice Gaming;
- b. Declare that Boyd and Par-A-Dice Gaming have tortiously interfered with the IGA;
- c. Enter a temporary, preliminary and permanent injunction enjoining Boyd and Par-A-Dice Gaming from taking further action in furtherance of its unlawful Proposal;

- d. Award Peoria compensatory and punitive damages, and its reasonable attorneys' fees, to the extent allowed by law; and
- e. Grant any further relief as justice may require.

Dated: February 3, 2026

Respectfully submitted,

**CITY OF PEORIA**

By: /s/ John F. Kennedy  
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**CERTIFICATION BY VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in the foregoing *Verified Complaint for Declaratory, Injunctive, and Other Relief* are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Executed: February 3, 2026



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Patrick Urich  
City Manager, City of Peoria