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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.: 2026 CH 01032  
Calendar 6, Courtroom 2508

**EMERGENCY MOTION FOR TEMPORARY RESTRAINING  
ORDER AND INCORPORATED MEMORANDUM OF LAW**

John F. Kennedy  
Elizabeth E. Babbitt  
Elizabeth A. Winkowski  
Spencer J. Parts  
TAFT STETTINIUS & HOLLISTER LLP  
111 E. Wacker Dr., Suite 2600  
Chicago, IL 60601-4208  
Telephone: (312) 527-4000  
[jkennedy@taftlaw.com](mailto:jkennedy@taftlaw.com)  
[ebabbitt@taftlaw.com](mailto:ebabbitt@taftlaw.com)  
[ewinkowski@taftlaw.com](mailto:ewinkowski@taftlaw.com)  
[sparts@taftlaw.com](mailto:sparts@taftlaw.com)  
Firm ID: 29143

*Attorneys for Plaintiff City of Peoria*

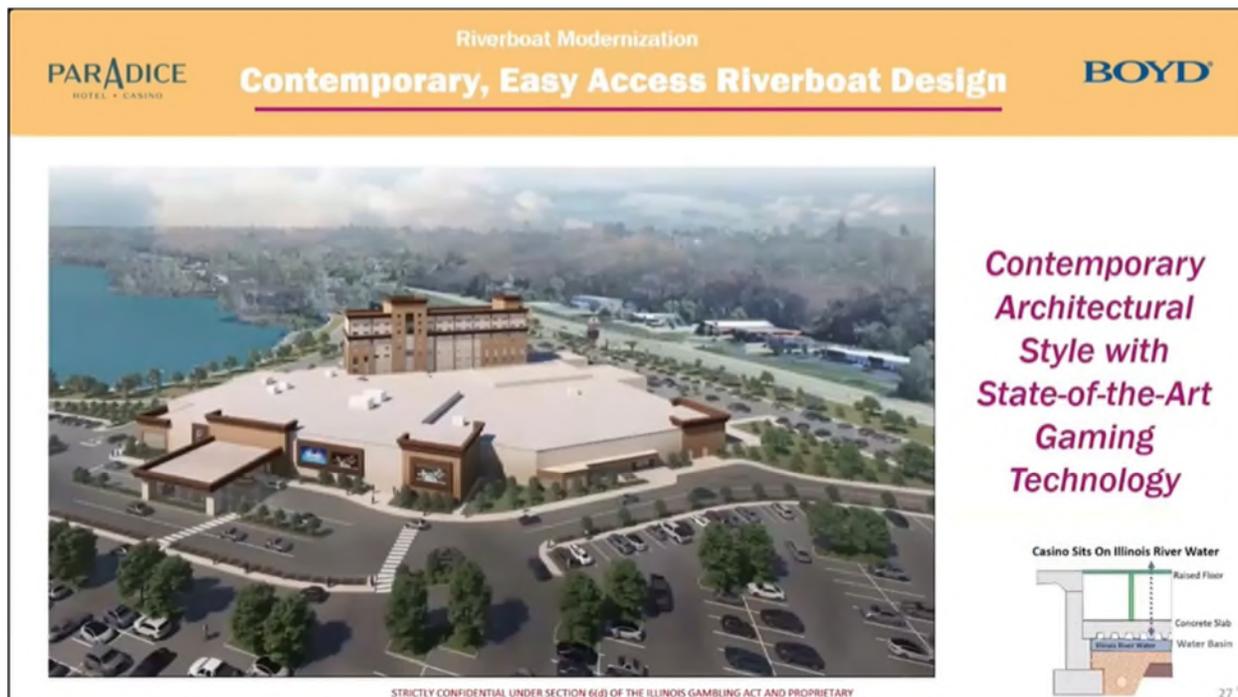
Plaintiff the City of Peoria (“Peoria”), by and through its undersigned counsel, moves pursuant to 735 ILCS 5/11-101 for the entry of a temporary restraining order (“TRO”) to enjoin Defendants Boyd Gaming Corporation (“Boyd”), Par-A-Dice Gaming Corporation, d/b/a/ Par-A-Dice Hotel Casino (“Par-A-Dice Gaming”), the Illinois Gaming Board (the “IGB”), and the City of East Peoria (“East Peoria”) from voting on February 5, 2026, to approve Boyd’s proposal to move its riverboat casino moored at its dock on the Illinois River inland and convert the riverboat casino into a land-based casino (the “Proposal”). Attached to this emergency motion as **Exhibit 1** is the affidavit of Peoria’s city manager, Patrick Ulrich. The Court should enter the TRO for three reasons: (1) the law is well-settled that the IGB lacks the statutory authority to change the location of Boyd’s riverboat casino because the Illinois General Assembly has specified that the riverboat casino operating under the Illinois River gaming license must only be on the Illinois River; (2) Boyd’s Proposal fails to comply with numerous requirements of the Illinois Gambling Act and Boyd relies on what can fairly be described as gimmickry to induce IGB approval of its Proposal; and (3) the IGB’s approval of Boyd’s Proposal would violate the exclusive statutory and contractual rights of the City of Peoria, all of which will cause Peoria substantial and irreparable harm. In support of its Motion for TRO, Peoria states as follows:

## I. INTRODUCTION

Under the law, East Peoria is allocated the statutory right to host a riverboat casino on the Illinois River, and Peoria is allocated the statutory right to host a land-based casino in Peoria. Boyd’s Par-A-Dice riverboat casino (“Par-A-Dice”) is located on the Illinois River, moored to its dock. Through its wholly owned subsidiary, Par-A-Dice Gaming, Boyd has operated the Par-A-Dice riverboat casino for the last 34 years under a gaming license restricting its gaming operation to a riverboat casino, and restricting the location of the riverboat to be on the Illinois River only.

(Boyd and Par-A-Dice Gaming are collectively referred to herein as “Boyd.”). On February 5, 2026, the IGB is poised to vote and unlawfully approve Boyd’s Proposal to eliminate its riverboat casino on the Illinois River altogether, and develop a land-based casino in the city of East Peoria.

A picture being worth a thousand words, an IGB vote to approve Boyd’s Proposal would be a vote that the following rendering is a riverboat casino (or barge) on the Illinois River. That is what this case is about.



(Affidavit of Patrick Urich (“Urich Aff.”), Ex. 1-P, at Slide 28.)

Here, putting aside how ludicrous the Proposal is, the IGB lacks the statutory authority to approve Boyd’s Proposal, and the Proposal, itself, violates the Illinois Gambling Act (the “Act”), 230 ILCS 10/1 *et seq.*, and a longstanding intergovernmental agreement (“IGA”) between Peoria and East Peoria. Peoria has written to, and met with, the IGB to seek relief. It has exhausted its efforts with the IGB to defer the vote on Boyd’s Proposal pending resolution of this dispute. The

court should enter the TRO to enjoin the unauthorized vote on the unlawful Proposal pending resolution of the merits of the case.

Peoria satisfies the elements for a TRO. Under the law, Peoria need not prove its entire case for entry of a TRO but, rather, need only raise a “fair question” at this stage of the litigation. Here, it is not a close question. First, Peoria has a clearly ascertainable right to be the exclusive location for land-based gambling in the region under both the 1991 IGA with East Peoria and the Act. Particularly, the IGA provides that “[a]ll land-based casino operations shall be in Peoria.” Likewise, the Act states that the owners license at issue “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).) Peoria has legitimate and substantial economic interests in conducting land-based gambling within its city limits that are now under direct threat from the IGB’s imminent approval of Boyd’s Proposal. Peoria also raises (much more than) a fair question that, under Boyd’s Illinois River gaming license, the IGB lacks the authority to approve the relocation of Boyd’s riverboat casino off of the Illinois River. The law is well-settled on this point by the Illinois Supreme Court, the Illinois Appellate Court, two opinions of the Illinois Attorney General, and the IGB’s own precedent. In addition, Peoria raises (more than) a fair question that Boyd’s Proposal violates the Act because the only options Boyd has for a casino under its Illinois River gaming license are a riverboat or a non-operational barge, either one on the Illinois River. Boyd’s proposed land-based casino is neither.

Second, Peoria is likely to succeed on the merits of its breach of contract claim and declaratory judgment claim set forth in its Verified Complaint, filed concurrently herewith. With respect to the contract claim, the IGA could not be clearer that “all land-based casino operations

shall be in Peoria.” As to Peoria’s claim for declaratory relief, the plain language, statutory history, and repeated judicial and administrative interpretations of the Act establish that the IGB lacks the authority to modify the Illinois River license.

Third, the Proposal—if approved—will cause Peoria to suffer substantial irreparable harm, for which there is no adequate remedy at law. Such harm is presumed where, as here, Peoria has established clearly ascertainable rights in need of protection, and, moreover, seeks to enjoin Defendants from violating a state statute. Nevertheless, Peoria has no adequate remedy at law, as the loss of its guaranteed position as the future home of land-based gambling will cause substantial economic and other harm for years to come that cannot adequately be quantified in damages.

Fourth, while this Court need not conduct a balancing of the equities based upon Boyd’s willful conduct, such balancing nevertheless strongly favors Peoria. In granting the emergency injunctive relief requested here, the Defendants will suffer no undue prejudice, and will only benefit from the Court’s declaration of the parties’ respective rights and authority. In stark contrast, denial of the TRO will substantially harm Peoria because IGB approval of Boyd’s Proposal would be void on its face, deprive Peoria of its right to site a land-based casino, and cause East Peoria to be in breach of the IGA. Time is of the essence. Unless enjoined, Boyd has already told the IGB it intends to start construction of its casino this year. This court ought not preside over a case where unauthorized construction is underway based on a void vote of the IGB.

## II. FACTS

### A. **The Illinois General Assembly passes the Illinois Riverboat Gambling Act, tightly regulating where and how riverboat gambling may be conducted.**

The Act was originally passed in 1990 as the Illinois Riverboat Gambling Act. (P.A. 86-1029 (effective February 7, 1990).) The original Act authorized riverboat gambling “upon any navigable stream” within or constituting a boundary of the State of Illinois, other than Lake

Michigan, with “riverboat” defined as a “self-propelled excursion boat.” (*Id.* §§ 3(c), 4(d).) The Act authorized the IGB to issue ten licenses for the ownership of riverboats on which gambling could be conducted. For six of those licenses (the “Six Specific Licenses”), the statute is more specific as to the location of the riverboat casinos. The General Assembly selected and restricted the location of these six riverboat casino licenses to three rivers: the Mississippi River (four licenses), the Illinois River south of Marshall County (one license, at issue here), and the Des Plaines River in Will County (one license). (*Id.* § 7(e).) The Six Specific Licenses were issued to four riverboat casinos on the Mississippi River (the Alton Belle, the Silver Eagle, Casino Queen, and the Casino Rock Island), the Empress Casino on the Des Plaines River, and a predecessor to Boyd’s Par-A-Dice Casino on the Illinois River. Unlike the Six Specific Licenses, the Act authorized the IGB to determine the location of the riverboat casinos for the four remaining licenses. The IGB selected: (1) Players Riverboat Casino (Ohio River); (2) Harrah’s Joliet (Des Plaines River); (3) Hollywood Casino Aurora (Fox River); and (4) the Grand Victoria Casino (Fox River).

**B. Peoria and East Peoria enter into the IGA, allocating where gambling will be conducted in the region and how the benefits of riverboat gambling are shared.**

In 1991—after the passage of the Act, but before the Illinois River license was issued—Peoria and East Peoria entered into the IGA. (*See* *Urich Aff.*, Ex. 1-A.) The parties contracted that, “[i]n the interests of the entire Greater Peoria Area,” they would “cooperate with one another and [] 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].” (IGA ¶ 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.” (IGA ¶¶ 5-7.) Further, the IGA specified that gambling tax revenue (but not hotel, restaurant, sales, or other tax revenue) would be shared equally, 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 are now shared equally with 50% going to east Peoria and 50% going to Peoria. (*See* Urich Aff., Ex. 1-B.)

**C. The Illinois General Assembly periodically amends the Act, permitting certain of the Six Specific Licenses to relocate but only with express statutory authorization.**

Significant amendments to the Act occurred, as relevant here, in 1999, 2002, 2003, and 2019. In 1999, the Illinois General Assembly made three changes to the Act. First, it authorized riverboat gambling upon “any water,” as opposed to “any navigable stream.” (P.A. 91-40 (effective June 25, 1999) § 3(c).) Second, it expanded the definition of a “riverboat” to include not only actual riverboats, but also permanently moored barges. (*Id.* § 4(d).) Third, it added a new provision, Section 11.2, to authorize the IGB to approve the relocation of one of the four restricted Mississippi River gaming licenses inland. The context of Section 11.2(e) involved the (then) high-profile and litigious efforts of the Emerald Casino to move a Mississippi River casino to Rosemont, Illinois. Under Section 11.2(e), any licensee that was not conducting riverboat gambling as of January 1, 1998 could apply to the IGB for relocation to a new home dock location. (*Id.* § 11.2(a).) This amendment applied only to the license sought by Emerald and held by the Silver Eagle riverboat casino on the Mississippi River—which was not conducting gaming as of January 1, 1998. Based only on the enactment of Section 11(e), the IGB was authorized to approve Emerald’s application to move gambling operations from the Mississippi River to Rosemont, Illinois, and it did so. It is only because the Illinois General Assembly amended the Act to grant the IGB the specific authority to relocate gaming off of the Mississippi River in the first instance that the Emerald license is now

owned by Midwest Gaming and Entertainment Limited (“Midwest”) for its Rivers Casino in Des Plaines, Illinois.

The 1999 amendment that authorized riverboat gambling on “any water” did not apply to the Six Specific Licenses. This is evidenced by the fact that in 2002, the Illinois General Assembly amended the Act to authorize the IGB to move one of the Mississippi River riverboat licenses off of the Mississippi River to a municipality that bordered on the Mississippi River or was within five miles of a municipality that bordered on the Mississippi River. (P.A. 92-600 (effective June 28, 2002).) Under this specific statutory grant of authority, the IGB authorized the Casino Rock Island riverboat casino (today Bally’s Quad Cities) to move off of the Mississippi River to its current location. The following year, the General Assembly amended the Act again to specifically authorize the IGB to authorize the move of the remaining Mississippi River licenses off of the Mississippi River to conduct riverboat gambling in a municipality that bordered on the Mississippi River or was within five miles of a municipality that bordered on the Mississippi River. (P.A. 93-28 (effective June 20, 2003).) Because of this amendment, the IGB had the authority to move the Casino Queen riverboat casino (today DraftKings at Casino Queen) off the Mississippi River to its current location in 2007. Unlike with the Mississippi licenses, the General Assembly has never amended the Act to authorize the IGB to approve the relocation of riverboat gambling off of the Illinois River.

The Illinois Legislature also amended the Act in 2019, officially changing the title of the Act from the Illinois Riverboat Gambling Act to the Illinois Gambling Act. Relevant here, the General Assembly amended Section 7(e) to codify the IGA between Peoria and East Peoria, stating that:

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).

In addition, a new provision, Section 7(k), authorized riverboat license holders to conduct land-based gambling operations upon approval by the IGB and payment of a fee of \$250,000. 230 ILCS 10/7(k). This provision allowed all license holders to conduct land-based gambling at a price. Even if it tries, Boyd cannot rely on this provision to approve its Proposal because under Section 7(e), East Peoria is prohibited from hosting a land-based casino.

**D. Boyd introduces its “riverboat modernization” Proposal to transform Par-A-Dice into a land-based casino in East Peoria, in violation of the IGA and the Act.**

At its March 14, 2024 meeting, the IGB renewed Boyd’s license for the Par-A-Dice riverboat casino moored on its dock on the Illinois River for four years, and Boyd revealed its intention to present a plan to transform Par-A-Dice’s permanently moored riverboat. (Urich Aff. ¶ 15.) At the conclusion of Boyd’s presentation, the IGB advised Boyd to submit a new casino facility development project plan by March 14, 2026, unless otherwise directed by future IGB request. (*Id.*) Boyd’s Proposal sparked concern from Peoria, as exemplified by a February 4, 2025 letter from Peoria Mayor Rita Ali to IGB administrator Marcus Fruchter (*Id.* ¶¶ 16–17, 19–20, Ex 1-F.)

On February 14, 2025, IGB Administrator Fruchter responded to Mayor Ali’s letter. According to Administrator Fruchter, IGB expected Boyd “to present a good faith development plan for a refreshed, modern casino that complies with existing law, IGB Rules and any other applicable requirements.” (*Id.* ¶ 22, Ex. 1-J.) Further, Fruchter explained Boyd had only three options to lawfully conduct its gambling operations: (1) on an excursion boat on the Illinois river; (2) on a permanently moored (non-operational) barge on the Illinois River; or (3) in a land-based facility. (*Id.*) As set forth above, Mr. Fruchter’s third option—a land based casino—was not viable

because East Peoria was precluded from hosting one. Thus, Boyd’s options for gambling operations in its Proposal are an excursion boat or permanently moored barge on the Illinois River. *See* 230 ILCS 10/7(e). For the next several months, East Peoria and Peoria exchanged correspondence concerning the type of gambling operation the law authorized Boyd to conduct in the region. (*See* Urich Aff. ¶¶ 24-28, Exs. 1-K, 1-N.) Boyd refused Peoria’s request for a copy of its new plan. (*Id.* ¶ 31.)

On December 11, 2025, Boyd finally disclosed its plan to Peoria and the public at an IGB meeting marketed as a “riverboat modernization,” which was, in fact off of the Illinois River, inland into East Peoria. (*Id.*) An image of Boyd’s proposed “modernized riverboat” casino as set forth in one of its slides is below:



(*Id.*, Group Ex. P, at Slide 25.)

Slide 25 shows there is no riverboat, or non-operational barge, or dock on the Illinois River. As Slide 25 shows, Boyd plans to construct a bricks and mortar land-locked casino relocated off of the Illinois River. Boyd’s casino will be a “green building” (not a green riverboat or barge) under LEED standards. Boyd’s casino will have a “new porte cochere”—a covered entrance which allows vehicle traffic to drop off patrons directly at the entrance of the building. All ingress

and egress access points are land-locked. The casino itself is proposed to be 29,000 square feet, constructed and integrated into a massive “modernized” casino complex, including the pre-existing hotel, and new restaurants and bars.

Under the restricted Illinois River license, the casino must remain on the Illinois river. That is not possible under Boyd’s Proposal. To make an end-run around the law, Boyd has come up with a gimmick: Boyd submits that its casino is still “on the Illinois River” because it will pump 1,000 gallons of Illinois river water beneath the floor of the 29,000 square foot casino.

In the image above below, Boyd depicts this gimmick under the bizarre heading, “Beautification of Riverbanks.” Clearly, there is no riverbank beautified in the Proposal.



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(*Id.*, Group Ex. P, at Slide 43.)

Not surprisingly, Boyd never provided the statutory support for its Proposal. The Illinois General Assembly never amended the Act to authorize the IGB to change the restrictions of the Illinois River license to approve such a gimmick.

To play out Boyd’s gimmick a bit further, the math shows that 1,000 gallons of water spread under a 29,000 square foot area (like the casino floor) means that the water is 1.4 millimeters thick. The court can take judicial notice, *see* Ill. Evid. Rule 201, that a dime is 1.35 millimeters thick. (*See* U.S. Mint, Coin Specifications: Dime, <https://www.usmint.gov/learn/coins-and-medals/circulating-coins/coin-specifications>.) This means the layer of water Boyd would put under the casino floor is as thin as a dime. This is like a heavy dew. To obfuscate the issue even more, in its slides, Boyd calls this wisp of water a “basin.”

Nevertheless, Boyd represented to the IGB that its Proposal complies with the Act; yet, Boyd provided no analysis of the Act or cited any legal authority to substantiate its assertion. Unsurprisingly, Boyd’s presentation avoided any analysis of the IGB’s lack of authority to relocate a riverboat or non-operational barge off of the Illinois river, or approve Boyd’s land-based casino to be moved to East Peoria, which is prohibited under Section 7(e) of the Act. (*Id.* ¶ 33.) Boyd’s Proposal relies on its water gimmick. It defies the law in attempting to site a land-based casino in East Peoria. The IGB cannot approve its Proposal.

The IGB, in turn, stated at the December 11, 2025 meeting that it intends to consider Boyd’s Proposal and allow public comment at its next meeting, which is scheduled for February 5, 2026. (*See* IGB Meeting Dec. 11, 2025, Video Recording, <https://igb.illinois.gov/media/videos/board-meetings/2025/20251211-combined-meeting-recording-mp4.html>, at 32:20.) The Board noted that although it would not make any determination at the December meeting, “the earliest that the board could take any potential action is at the next scheduled meeting on February 5th, 2026, in deference to the two-meeting rule.” (*See id.* at 28:50); *see also* 86 Ill. Admin. Code § 3000.105(f.) Boyd recently confirmed that it will

“final consideration” to the Proposal at the February 5, 2026 meeting.<sup>1</sup> In the court of public opinion, Boyd’s Proposal is already being widely interpreted as a “done deal.”<sup>2</sup>

### III. LEGAL STANDARD

A TRO is an emergency remedy that maintains the status quo until a hearing can be held on an application for a preliminary injunction. *See* 735 ILCS 5/11-101. Further, the hearing on a motion for TRO is a “summary proceeding,” where the court “hear[s] only arguments on the motion for the TRO.” *Passon v. T C R, Inc.*, 242 Ill. App. 3d 259, 263 (2d Dist. 1993).

“In order for a temporary restraining order to issue, the facts must demonstrate that (1) the party seeking relief has a protectable right; (2) he will suffer irreparable injury if injunctive relief is not granted; (3) his remedy at law is inadequate; and (4) there is a likelihood that he will succeed on the merits.” *Tierney v. Vill. of Schaumburg*, 182 Ill. App. 3d 1055, 1059–60, 538 N.E.2d 904, 907 (1st Dist. 1989). To obtain a TRO, Peoria need only raise a “fair question” as to each of these elements. *Travelport, LP v. Am. Airlines, Inc.*, 2011 IL App (1st) 111761, ¶ 33, 958 N.E.2d 1075, 1084; *Mohanty v. St. John Heart Clinic, S.C.*, 225 Ill. 2d 52, 62, 866 N.E.2d 85, 91 (2006). “If these elements are met, then the court must balance the hardships and consider the public interests involved.” *Guns Save Life, Inc. v. Raoul*, 2019 IL App (4th) 190334, ¶ 37, 146 N.E.3d 254, 272 (citation omitted). Peoria more than carries its burden here.

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<sup>1</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>.

<sup>2</sup> *See, e.g.*, T.J. Carson, WMBD, *Par-A-Dice future plans revealed, Boyd plans to keep casino in East Peoria*, Dec. 11, 2025 (“The future of the Par-A-Dice Casino appears to be staying put on the East Peoria side of the river.”); Andy Kravetz, CIProud.com, *Boyd Gaming wants to keep Par-A-Dice casino in East Peoria with artificial moat*, Dec. 11, 2025 (“The boat, it appears, will be replaced with a large facility attached to the existing hotel and will sit atop a manmade pond . . .”).

#### IV. ARGUMENT

**A. Boyd’s unlawful Proposal presents an emergency matter warranting immediate preservation of the status quo.**

As with a preliminary injunction, the purpose of a TRO is to preserve the status quo pending a decision on the merits, where the status quo is “the last, actual, peaceable, uncontested status which preceded the pending controversy.” *Postma v. Jack Brown Buick, Inc.*, 157 Ill. 2d 391, 397, 626 N.E.2d 199, 202 (1993). Boyd first presented its Proposal to the IGB and the public at the IGB’s December 11, 2025 meeting. (Urich Aff.. ¶ 31.) The IGB indicated it may take action as early as February 5, 2026. (See IGB Meeting Dec. 11, 2025, Video Recording, at 28:50; see also 86 Ill. Admin. Code § 3000.105(f) (“Requests for Board action initiated by licensees shall be given initial consideration by the Board at one meeting and be given final consideration by the Board at a subsequent meeting. However, upon motion, the Board may give immediate consideration to the action request.”).) The IGB rejected Peoria’s request to defer the vote until the dispute could be resolved. The February 5, 2026 meeting—and the IGB’s approval—is imminent and emergent. A TRO is critical to preserving the status quo until the parties’ rights and liabilities are adjudicated. See *Paddington Corp. v. Foremost Sales, Promotions, Inc.*, 13 Ill. App. 3d 170, 174, 300 N.E. 2d 484, 487 (1<sup>st</sup> Dist. 1973).

**B. Peoria possesses clearly ascertainable rights in need of protection.**

Turning to the first TRO element, Peoria possesses clearly ascertainable rights in need of protection. See *Tamalunis v. City of Georgetown*, 185 Ill. App. 3d 173, 189, 542 N.E.2d 402, 413 (4th Dist. 1989) (“The right sought to be protected must be certain and clearly ascertainable.”). First, under the IGA, Peoria has a contractual right to have land-based gambling occur exclusively within its city limits. The Illinois Constitution and the Illinois Intergovernmental Cooperation Act authorize local government units to enter into agreements with one another to further the purposes

of government. *See* Ill. Const., art. VII, § 10; 5 ILCS 220/1, *et seq.* As set forth above, Peoria and East Peoria entered into such an agreement on January 28, 1991 to share in the benefits of riverboat casino gambling in the greater Peoria area. The IGA is clear: “All land-based casino operations shall be in Peoria.” (Urich Aff., Ex 1-A ¶ 6.) Riverboat casino operations, in contrast, shall be docked in East Peoria, whereas a permanently moored riverboat (Par-A-Dice’s current configuration) may be docked in either Peoria or East Peoria. (*Id.* ¶¶ 5, 7.) Courts readily recognize a party’s protectable interest in a contract as a clearly ascertainable right and frequently employ injunctions to prevent contractual violations. *See, e.g., Travelport, LP v. Am. Airlines, Inc.*, 2011 IL App (1st) 111761, ¶ 33, 958 N.E.2d 1075, 1084 (“A court may use a preliminary injunction to compel compliance with a contract, especially where the plaintiff seeks merely a continuation of the contract . . . not a creation of a new contractual relationship.”) (quotation marks and citation omitted).

Second, Peoria has a statutory right to have land-based gambling occur within its city limits. As explained above, the Act was amended in 2019 such that one 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). This statutory amendment effectively codified the IGA. As State Representative Ryan Spain explained at the Illinois General Assembly hearing on the 2019 Amendment, under the IGA, “there was recognition that if the General Assembly ever authorized the ability for casinos to move to land-based, that move would take place within the City of Peoria.” (*See* 101st Ill. Gen. Assem., House Tr. dated June 1, 2019, Stmt. of Sen. Spain, at 117–18.)<sup>3</sup> Reading into the record a memorandum from Peoria’s chief legal counsel, he explained that

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<sup>3</sup> <https://www.ilga.gov/Documents/House/transcripts/Htrans101/10100063.pdf>.

the two cities agreed in writing in 1991 “that should land-based casinos become legal and the license be granted to this area, that the casino would be located in the City of Peoria,” and further explained that “[t]he intention of the language that is included in this Bill is to honor the provisions of the 1991 agreement . . . .” (*Id.*).

Pursuant to the IGA and the Act, Peoria has a real and ascertainable business interest in conducting land-based gambling within its city limits, which would provide significant job opportunities, promote economic development and tourism, and generate much needed revenue for the people of Peoria. See *In re Marriage of Weber*, 182 Ill. App. 3d 212, 219 (1st Dist. 1989) (“A legitimate, threatened business interest is a right which may receive injunctive protection.”); *Baal v. McDonald’s Corp.*, 97 Ill. App. 3d 495, 500 (1st Dist. 1981) (“A court of equity which concerns itself with the protection of property rights treats any civil right of a pecuniary nature as a property right, and . . . the conduct of a lawful business, is as much entitled to protection as the right to guard property already acquired.”) For more than 30 years, Peoria has conducted its affairs with the enforceable contract right that it holds to conduct land-based gambling in the greater Peoria area and the economic benefits a casino will bring. Peoria’s contractual and statutory rights, coupled with its legitimate business and economic interests, demand protection under a TRO.

**C. Peoria will suffer irreparable harm for which there is no adequate remedy at law.**

“Once a protectable interest is established,” as is the case here, “irreparable injury is presumed if that interest is not protected.” *Cameron v. Bartels*, 214 Ill. App. 3d 69, 73, 573 N.E.2d 273, 275–76 (4th Dist. 1991). “Irreparable harm does not mean injury that is beyond repair or beyond compensation in damages but rather denotes transgressions of a continuing nature.” *Tamalunis v. City of Georgetown*, 185 Ill. App. 3d 173, 190, 542 N.E.2d 402, 413 (4th Dist. 1989). A party suffers an “irreparable” injury when it “cannot be adequately compensated in damages or

when damages cannot be measured by any pecuniary standard.” *Falcon, Ltd. v. Corr’s Natural Beverages, Inc.*, 165 Ill. App. 3d 815, 821, 520 N.E.2d 831, 835 (1st Dist. 1987).

For the reasons explained in Section III.B, above, Peoria has established a clearly ascertainable contractual and statutory right to conduct land-based gambling within its city limits, and has relied on its valid and legitimate business interest in being able to do so for the past three decades. Accordingly, irreparable injury is presumed if these interests are not protected and Boyd is allowed to move forward with its unlawful Proposal for what is transparently an unlawful land-based gambling operation in East Peoria.

Moreover, a showing of irreparable harm is presumed where a city alleges a violation of its own ordinances or statute because under such circumstances, harm to the public is presumed. *See, e.g., City of Waukegan v. Illinois E.P.A.*, 339 Ill. App. 3d 963, 977, 791 N.E.2d 635, 646 (2d Dist. 2003) (“In order to be entitled to a temporary restraining order, a party must show . . . that it will suffer irreparable harm if injunctive relief is not granted . . . A municipality, however, need not show irreparable injury to obtain a temporary or preliminary injunction against the violation of its ordinances.”); *Vill. of Riverdale v. Allied Waste Transp., Inc.*, 334 Ill. App. 3d 224, 228–29, 777 N.E.2d 684, 688 (1st Dist. 2002) (“The principle underlying the willingness of the courts to issue statutory injunctions to public bodies to restrain violations of a statute is that harm to the public at large can be presumed from the statutory violation alone.”); *Vill. of Lake Bluff v. Jacobson*, 118 Ill. App. 3d 102, 110–11, 454 N.E.2d 734, 739 (2d Dist. 1983) (reversing denial of TRO, explaining that “[a] municipality need not show irreparable injury to obtain either a temporary or preliminary injunction against the violation of its ordinances”); *Highland Park v. Cook Cty.*, 37 Ill. App. 3d 15, 20, 344 N.E.2d 665, 669 (2d Dist. 1975) (rejecting argument that irreparable harm was insufficiently established “when a city or another public body brings the

action, alleging violation of its ordinances and State statutes, with resulting damages to its residents”).

Here too, irreparable harm is presumed based upon Defendants’ imminent violation of the Act, a state statute intended to “benefit the people of the State of Illinois by assisting economic development, promoting Illinois tourism, and increasing the amount of revenues available to the State to assist and support education, and to defray State expenses.” 230 ILCS 10/2(a). Boyd’s Proposal for an inland casino blatantly violates Section 7(e) of the Act, which authorizes *one* license for *either* “land-based gambling operations anywhere within the corporate limits of the City of Peoria” *or* riverboat gambling “on the Illinois River in the City of East Peoria.” 230 ILCS 10/7(e). Approving, voting upon, or even continuing to consider the Boyd proposal would undermine the very purposes of the Act, resulting in harm to the public and irreparable harm to Peoria.

In addition, the IGA was entered into pursuant to the Illinois Constitution and the Illinois Intergovernmental Cooperation Act. *See* Ill. Const. art. VII, § 10 (“Units of local government and school districts may contract or otherwise associate among themselves . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. . . . The state shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities . . . .”); 5 ILCS 220/5 (“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform.”). Again, the IGB’s approving, voting upon, or even continuing to consider a Proposal that so blatantly violates the IGA would create irreparable harm by

undercutting the beneficial collaboration that Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act were intended to promote.

Even if irreparable harm is not presumed based upon Defendants' violation of all of these rights, irreparable harm is clearly established. If the Par-A-Dice riverboat is allowed to relocate to the land-based location set forth in Boyd's Proposal, Peoria will forever lose its position as the sole and future home of land-based gambling within the Peoria region. *See* 230 ILCS 10/7(e). Under these circumstances, Peoria has no adequate remedy at law. The loss of Peoria's position as the future regional home of land-based gambling is a real and intangible harm that "cannot be adequately compensated in damages" and "cannot be measured by any pecuniary standard." *Falcon*, 165 Ill. App. 3d at 821; *see also, e.g., Petrzilka v. Gorscak*, 199 Ill. App. 3d 120, 125 (2d Dist. 1990) ("The loss of a competitive position is an intangible but real damage not readily measurable, and, therefore, the harm suffered by plaintiffs cannot be adequately remedied in law"); *Bartlow v. Shannon*, 399 Ill. App. 3d 560, 567–70 (5th Dist. 2010) (plaintiff demonstrated irreparable harm by establishing that it will suffer a loss of business goodwill and a restriction of the freedom to operate a contracting business).

Peoria would suffer incalculable losses for years to come if it loses its contractually and statutorily guaranteed right to be the exclusive situs of a land-based casino. Such losses include not only lost taxes and revenue that would flow from the casino (gambling taxes, as well as 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, to name a few. *See Travelport*, 2011 IL App (1st) 111761, ¶ 41. No legal remedy could be as clear, complete, practical, and efficient as the equitable remedy of an injunction that Peoria seeks here. *See Tamalunis*, 185 Ill. App. 3d at 189–

90. Absent a TRO prohibiting a vote on the Proposal, Peoria will suffer irreparable harm for which it has no adequate remedy at law.

**D. Peoria is likely to succeed on the merits of its breach of contract and declaratory judgment claims.**

To demonstrate a likelihood of success on the merits for purposes of a TRO, a party need not make out a case that would require relief at the final hearing, but rather need only raise a “fair question” as to the existence of the rights claimed. *Keefe-Shea Joint Venture v. City of Evanston*, 332 Ill. App. 3d 163, 174 (1st Dist. 2002). Indeed, “once the plaintiff established a fair question that his rights had been violated, he also established a fair question that he would likely prevail on his claim.” *Makindu v. Illinois High Sch. Ass’n*, 2015 IL App (2d) 141201, ¶ 38, 40 N.E.3d 182, 192. Peoria carries its burden here. Approval of the Proposal would plainly violate Peoria’s contractual rights under the IGA, which requires any land-based casino in the Peoria area to sit exclusively within Peoria’s city limits. Moreover, given the language, legislative history, and judicial interpretation of the Act, Peoria has presented more than a “fair question” as to whether the Proposal violates the Act.

**1. Peoria is likely to succeed on the merits of its claim for a declaratory judgment that the Proposal violates the Act, and that the IGA lacks authority to approve the Proposal.**

The language, history, and judicial interpretation of the Act show that Peoria has presented more than a “fair question” as to whether the Proposal violates the Act.

**a. The plain language of the Act requires gambling operations in East Peoria to be “on” the Illinois River, not “on” a basin of water as thin as a dime.**

In construing the meaning of a statute, Illinois courts’ “primary objective is to ascertain and give effect to the intent of the legislature.” *People Who Care v. Tax Objectors*, 193 Ill. 2d 490, 496 (2000). “The best evidence of legislative intent is the language of the statute, and that language

*must be given its plain and ordinary meaning.*” *Crusius v. Ill. Gaming Bd.*, 216 Ill. 2d 315, 328 (2005) (emphasis added) (interpreting 230 ILCS 10/1 *et seq.*). Illinois courts “will not depart from the plain language of the statute by reading into it exceptions, limitations or conditions conflicting with the express legislative intent.” *People Who Care*, 193 Ill. 2d at 496.

The language of 230 ILCS 10/7(e) is clear: East Peoria may host riverboat gambling or Peoria may host land-based gambling. Section 7(e) of the Act states that of the Six Specific Licenses, only one “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). The statute is written as an either/or proposition. *Either* the license “shall authorize riverboat gambling *on* the Illinois River” in East Peoria, *or* it “shall authorize land-based gambling operations anywhere within” the Peoria city limits. Under the plain language of the statute, Boyd’s proposed gambling operation is not “on” the Illinois River, but rather on land “within” the city limits of *East* Peoria. This is impermissible.

**b. The plain language of the Act requires gambling operations in East Peoria to take place on a “riverboat” or “permanently moored barge,” not a land-based structure.**

In February 2024, IGB Administrator Fruchter confirmed that Boyd had three options as to where it could conduct its gambling operations: (1) a self-propelled excursion boat; (2) a permanently moored barge; or (3) a land-based facility.” (Urich Aff., Ex 1-J.) These options are drawn from the Act, which defines the term “riverboat,” as it is used in Section 7(e), as “a self-propelled excursion boat, a permanently moored barge, or permanently moored barges that are permanently fixed together to operate as one vessel, on which lawful gambling is authorized and licensed as provided in this Act.” 230 ILCS 10/4. Boyd’s land-based operation plainly cannot

occur in East Peoria because the statute specifically requires land-based gambling operations for the Illinois River license to occur only in Peoria. 230 ILCS 10/7(e).

Boyd’s only options for East Peoria, then, are either an excursion boat or a permanently moored barge or barges. The Proposal entails neither. First, the Proposal plainly does not involve a boat moored dockside on the Illinois River. Second, it does not involve a permanently moored barge on the Illinois river. Per the statute, a barge is a type of vessel. A vessel is a watercraft capable of being used as a means of transportation on water. *See* 1 U.S.C. § 3; *Stewart v. Dutra Constr. Co.*, 543 U.S. 481, 490 (2005). To the contrary, Boyd’s Proposal is to relocate its riverboat casino off of the Illinois river to a massive casino complex across a parking lot and road with a new a “29,000 square-foot casino gastropub.”(Urlich Aff. ¶ 31; *see also* Boyd 2024 Form 10-K<sup>4</sup> (describing the hotel area adjacent to the Par-A-Dice riverboat—the location where Boyd intends to build its new casino—as a “land-based pavilion”).) Boyd’s 1,000-gallon gimmick does not solve its relocation problem. The IGB does not have the authority under the Act to vote to approve the relocation of Boyd’s riverboat casino off of the Illinois river without a specific statutory amendment. 1,000 gallons of river water does not create that authority. The 1,000 gallon gimmick also does not convert Boyd’s proposed land-based casino into a riverboat or barge moored on the Illinois River, as required under the law.

Simply put, the statute gives Boyd only three options for hosting gambling operations in the Peoria region: a riverboat, a permanently moored barge, or a land-based structure in Peoria. The Proposal fits within none of these categories and is therefore unlawful.

- c. The history of the Act demonstrates that the Six Specific Licenses may only relocate pursuant to a statutory grant.**

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<sup>4</sup> [https://www.sec.gov/Archives/edgar/data/906553/000143774925004757/bgc20241008\\_10k.htm](https://www.sec.gov/Archives/edgar/data/906553/000143774925004757/bgc20241008_10k.htm)

The history of the Act also demonstrates that relocation off of the Illinois River under the Illinois River license can only be authorized by the General Assembly pursuant to a statutory amendment. No riverboat casino operating under the Six Specific Licenses was ever moved by the IGB without a statutory amendment granting the IGB the authority to do so:

- Of the original Six Specific Licenses, two remain permanently moored on their respective rivers; the Alton Belle (today the Argosy Casino Alton) and Par-A-Dice. The IGB approved the relocation of the other four of the Six Specific Licenses only after the Illinois General Assembly amended the Act to grant the IGB that authority. The Silver Eagle’s license was revoked in 1997. The 1999 amendment to the Act (P.A. 91-40) allowed its subsequent owner, Emerald Casino Inc. (“Emerald”), to file an application to move gambling operations from the Mississippi River to Rosemont, Illinois. In 2011, after more than a decade of litigation, the original Silver Eagle license was sold to Midwest Gaming and Entertainment Limited, which in turn opened Rivers Casino in Des Plaines, Illinois, atop an artificial moat. Rivers removed the moat and became fully land-based pursuant to the 2019 amendment to the Act (P.A. 101-31), which authorized licensees to conduct land-based gambling operations upon approval by the IGB and payment of a fee of \$250,000.
  - The Casino Rock Island became Bally’s Quad Cities and was authorized to move to its current location pursuant to the 2002 amendment to the Act (P.A. 92-600), permitting one of the three remaining Mississippi River licensees to conduct riverboat gambling in a municipality that bordered on the Mississippi River or was within five miles of a municipality bordering the Mississippi River.
  - The Casino Queen became DraftKings at Casino Queen and was authorized to move to its current location pursuant to the 2003 amendment to the Act (P.A. 93-28) permitting the remaining Mississippi River licensees to conduct riverboat gambling in a municipality that bordered on the Mississippi River or was within five miles of a municipality bordering the Mississippi River.
  - The Empress Casino became Hollywood Casino Joliet. Like Rivers, it became permanently land-based in 2025 pursuant to the 2019 amendment to the Act (P.A. 101-31).
- d. The Illinois General Assembly has not amended the Act to authorize the IGB to approve Boyd’s proposal to relocate off of the Illinois River. This is dispositive and no gimmickry can alter or subvert the requirements of the Act and the General Assembly’s mandate. Judicial and administrative interpretation of the Act further establishes that the Six Specific Licenses may only relocate pursuant to a statutory grant.**

In every instance in which a court or the Illinois Attorney General has interpreted Section 7(e) of the Act, the conclusion is that a relocation like the one Boyd seeks here must occur only by statutory grant. In *Lake County Riverboat L.P. v. Illinois Gaming Board*, 332 Ill. App. 3d 127 (1st Dist. 2002), the Illinois Appellate Court concluded that prior to the 1999 Amendment permitting Emerald to relocate to Rosemont under Section 11.2, the Silver Eagle License was geographically limited to the Mississippi River. Looking to legislative history to “ascertain and give effect to the true intent of the legislature” in enacting the Riverboat Gambling Act, the court “[did not] find any indication the legislature intended to give the Board authority to relocate any of the [Mississippi River riverboat licenses] from the Mississippi to some other waterway.” *Id.* at 138. Instead, the court saw in the legislative scheme “a consistent and persistent commitment to gambling boats on the Mississippi River, without any apparent concern for the financial viability of those enterprises.” *Id.* (emphasis added). The court further noted that the 1999 Amendment adding the relocation provision in Section 11.2 only applied to the Emerald license, *see id.* at 130 (“Everyone agrees section 11.2 applies only to Emerald.”), and left in place the geographic restrictions in the other licenses. As to the other licenses, “[t]here is no indication those licenses could be relocated by the Board should they be revoked or terminated. *No additional powers to relocate were granted to the Board.*” *Id.* at 140 (emphasis added).

Critically, the court wrote, “Based on all we have said, we conclude the Riverboat Gambling Act of 1990 *does not give the Board discretion to issue any of the first six licenses* [those granted for casinos on specified rivers] *away from their statutorily designated navigable streams . . . .*” *Id.* at 140 (emphasis added). *Lake County Riverboats* affirms that the IGB is limited by the statutory restrictions in Section 7(e). It may not license a casino that does not comply with those

restrictions, notwithstanding any concerns about the “financial viability of th[e] enterprise[.]” *Id.* at 138. Only the legislature may revise the geographic restrictions applicable to each license.

The Illinois Supreme Court adopted the reasoning of *Lake County Riverboat* in *Crusius v. Ill. Gaming Bd.*, 216 Ill. 2d 315 (2005), a subsequent constitutional challenge to the Act, this time brought by Illinois taxpayers and the state of Illinois, who argued that Section 11.2 allowing Emerald to move to Rosemont was impermissible “special legislation.” The court rejected this argument, concluding that the statute permitting Emerald to relocate was “rationally related to the Riverboat Gambling Act’s economic goals” of “assisting development, promoting tourism, and generating revenue for education.” *Id.* at 327. Moreover, it adopted the First District’s finding that clear geographic restrictions applied to the location of gaming under the Six Specific Licenses. *Id.* at 322 n.1.

The *Crusius* decision reaffirms the IGB’s lack of authority to override the Act’s geographic restrictions of the Six Specific Licenses. The Supreme Court noted the Act’s “regulatory provisions are ‘designed to *strictly regulate* the facilities, persons, associations and practices related to gambling operations,’” *id.* at 329 (quoting 230 ILCS 10/2(b)) (emphasis added), and that “strict regulation” is an *independent goal* of the Riverboat Gambling Act. *Id.* The Court further noted that “whether a statute is wise or whether it is the best means to achieve the desired result are matters left to the legislature, not the courts.” *Id.* at 332 (quoting *Arangold Corp. v. Zehnder*, 204 Ill. 2d 142, 147 (2003)). Thus, courts do not second-guess the wisdom of the Act’s various provisions, including its regulations on where casinos shall be located. Separately, *Crusius* affirms that where the Act and a decision of the Illinois Gaming Board conflict, *the Act controls*. *See id.* at 332–33 (discussing *Emerald Casino, Inc. v. Ill. Gaming Bd.*, 346 Ill. App. 3d 18 (1st Dist. 2003)).

These judicial decisions are consistent with prior opinions from the Illinois Attorney General, who has repeatedly held that the IGB has no authority to permit the relocation of a riverboat operating under one of the Six Specific Licenses absent express statutory authority. In 1995, the Silver Eagle first inquired whether the IGB had the authority to permit it to relocate from its location on the Mississippi River in East Dubuque, Illinois to the Vermillion River in Danville, Illinois. (Ill. Att’y Gen. Op. No. 95-011, issued Sept. 1, 1995, at 1.) Unsurprisingly, the Attorney General’s response was a resounding “no.” Because the IGB was a creature of statute, “any power which is claimed by it must find its source within the provisions of the statute by which it is created.” (*Id.* at 4.) Once the Six Specific Licenses were issued, the Attorney General opined, the IGB had no authority to change “the location of the permitted operations,” and the IGB’s powers were exhausted except as to renewal, suspension, or revocation. (*Id.* at 6.) The IGB “does not have the authority to permit the relocation of licensed gambling operations from one location to another” absent a specific statutory grant. (*Id.* at 6–7.)

In 2001, after the 1999 amendment to the Act expressly allowing the Silver Eagle to apply for relocation, the IGB inquired whether it had the authority to permit one of the three remaining riverboats on the Mississippi to move to a different location within the same community. (Ill. Att’y Gen. Op. No. 01-004, issued May 30, 2001, at 1.) The inquiry was prompted by the Casino Rock Island’s request to relocate its riverboat on the Mississippi River to an inland basin within the same community. (*Id.* at 2–3.) The Attorney General’s opinion was again a resounding “no.” The Attorney General explained that the 1999 amendment had not substantively changed the IGB’s powers, and that its construction of those powers in the 1995 opinion thus still controlled. (*Id.* at 7.) The Attorney General reiterated that the IGB has no authority “to permit any revision to the terms of a license specifying where a riverboat will dock, which, pursuant to statute, must be

described with specificity.” (*Id.* at 8–9.) The opinion retraced the legislative history of the Act to conclude that the 1999 amendment did not permit relocation except in the “very specific circumstances” set out in Section 11.2 and applying to the Silver Eagle. (*Id.* at 11–12.) Further, the opinion went on, even assuming that the IGB had the authority to permit an “intra-community relocation” (which it did not), Rock Island’s proposal to move the riverboat to an artificially created basin separate from the Mississippi River would be wholly inconsistent “with the statutory requirement that the boat operate ‘on the Mississippi River.’” (*Id.* at 12.) While the subsequent 2002 and 2003 amendments to the Act (P.A. 92-600 and P.A. 93-28, P.A. 93-453, and P.A. 94-667) would allow intra-community relocation for the remaining Mississippi River licensees, no such relocation was ever allowed for the Illinois River license.

**E. The balance of the equities and the public interest strongly favor granting the TRO.**

In general, before issuing a TRO, “the trial court must conclude that the benefits of granting the injunction outweigh the possible injury that the opposing party might suffer as a result thereof.” *Travelport, LP v. Am. Airlines, Inc.*, 2011 IL App (1st) 111761, ¶ 48. “Plaintiffs are also required to show in the trial court that they would suffer more harm without an injunction than defendants will suffer with it,” and the court, “should also consider the effect of the injunction on the public.” *Guns Save Life, Inc. v. Raoul*, 2019 IL App (4th) 190334, ¶ 63 (citations omitted); *JL Props. Grp. B, LLC v. Pritzker*, 2021 IL App (3d) 200305, ¶ 57 (before granting a preliminary injunction, the circuit court must consider “the effect that a preliminary injunction would have on the public”). Balancing the equities is not required, however, where a defendant’s violation is willful, where the violation of a private right is clear, or where the act complained of is tortious in itself. *Kalbfleisch ex rel. Kalbfleisch v. Columbia Cmty. Unit Sch. No. 4*, 396 Ill. App. 3d 1105, 1119, 920 N.E.2d 651, 664 (5th Dist. 2009).

Here, this Court need not engage in the balancing of the equities because Boyd’s and East Peoria’s attempt to violate Peoria’s clearly ascertainable contractual and statutory rights is both willful and clear. East Peoria is a participant in the IGA, and all Defendants are well aware of the 2019 amendment to the Act that “honored” and “codified” Peoria’s right to be the seat of land-based gambling in the region. (*See* 101st Ill. Gen. Assem., House Tr. dated June 1, 2019, Stmt. of Sen. Spain, at 117–118).<sup>5</sup> Peoria has repeatedly reiterated its position to Defendants. (*See, e.g.*, Urich Aff., Exs. 1-F, 1-G, 1-H, 1-K, 1-M, 1-N, 1-O.) Yet even though Boyd was invited to submit redevelopment plan for Par-A-Dice on or before March 14, 2026 unless further directed by future IGB request (*id.* ¶ 15), it unilaterally presented the proposal to the IGB a full three months early, blindsiding Peoria and the general public. Boyd and East Peoria’s actions in pushing through the Proposal are willful and knowing and their violation of Peoria’s rights is clear on the face of the IGA and the Act.<sup>6</sup>

The harm to the people of Peoria and the general public throughout the region cannot be understated. The irony here is Boyd’s Proposal makes the case for the substantial economic benefits a casino confers on a host community; from employment, to private investment in businesses that support the casino, and to the collection of much needed tax revenue to support government services and reduce the pressure on the remaining tax base. Further, denying Peoria’s request for a TRO will deprive the public of the 2019 amendment to the Act designating Peoria the site of land-based gaming in the region, undermining the rule of law in the process. Further, denying the TRO will signal to other municipalities and the public that intergovernmental

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<sup>5</sup> <https://www.ilga.gov/Documents/House/transcripts/Htrans101/10100063.pdf>.

<sup>6</sup> The Proposal sparked outrage among Peoria lawmakers. *See, e.g.*, Alex Berger, *Boyd Gaming reveals \$160M revamp for Par-A-Dice Casino*, CIProud.com (Dec. 31, 2025) (quoting local representative Alex Carmona as stating “They know it’s wrong. We know it’s wrong. They know they’re screwing us, and so do we.”).

agreements are meaningless and need not be honored, further undermining the Illinois Constitution and the Illinois Intergovernmental Cooperation Act.

In sum, while the harm to Defendants at this juncture—more than a month before Boyd’s proposal was even due to be presented to the IGB—is a nullity, the harm to Peoria and the general public is substantial. This Court accordingly should grant Peoria’s request for a TRO.

#### IV. CONCLUSION

Accordingly, Plaintiff the City of Peoria respectfully requests that this Court enter an order: (1) granting its motion for a TRO; (2) enjoining the IGB, Boyd, Par-A-Dice Gaming Corporation, and the City of East Peoria from voting on Boyd’s Proposal at the IGB meeting on February 5, 2026 or thereafter pending further order of court; (3) ordering expedited discovery in furtherance of a preliminary injunction hearing; and (4) granting such other and further relief as this Court deems equitable and just.

Dated: February 3, 2026

Respectfully submitted,

**CITY OF PEORIA**

By: /s/ John F. Kennedy  
One of its Attorneys

John F. Kennedy  
Elizabeth E. Babbitt  
Elizabeth A. Winkowski  
Spencer J. Parts  
TAFT STETTINIUS & HOLLISTER LLP  
111 E. Wacker Dr., Suite 2600  
Chicago, IL 60601-4208  
Telephone: (312) 527-4000  
[jkennedy@taftlaw.com](mailto:jkennedy@taftlaw.com)  
[ebabbitt@taftlaw.com](mailto:ebabbitt@taftlaw.com)  
[ewinkowski@taftlaw.com](mailto:ewinkowski@taftlaw.com)  
[sparts@taftlaw.com](mailto:sparts@taftlaw.com)  
Firm ID: 29143

*Attorneys for Plaintiff City of Peoria*

## INDEX OF EXHIBITS

<b>Exhibit No.</b>	<b>Description</b>
1	Declaration of Peoria City Manager, Patrick Urich
1-A	Intergovernmental Agreement (“IGA”)
1-B	1996 Amendment to IGA
1-C	February 28, 2020 – Peoria presentation slides to Boyd
1-D	April 10, 2024 – Letter from Urich to Boyd
1-E	July 9, 2024 – Letter from Urich to Boyd
1-F	February 4, 2025 – Letter from Peoria Mayor Rita Ali to IGB Administrator Marcus Fruchter
1-G	February 4, 2025 – Copy of Ali Letter to Boyd
1-H	February 4, 2025 – Copy of Ali Letter to East Peoria
1-I	February 12, 2025 – Letter from Boyd to Peoria Corporation Counsel, Patrick Hayes
1-J	February 14, 2025 – Letter from Fruchter to Ali
1-K	February 28, 2025 – Letter from Peoria outside counsel John Elias to Boyd
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1-N	July 24, 2025 – Letter from Elias to East Peoria
1-O	September 3, 2025 – Letter from Elias to Fruchter
1-P	December 11, 2025 – Boyd presentation slides to IGB
1-Q	January 20, 2026 – Letter from Peoria counsel to IGB

# EXHIBIT 1

**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.:

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**AFFIDAVIT OF PATRICK URICH PURSUANT TO  
ILLINOIS SUPREME COURT RULE 191**

I, Patrick Urich, state as follows:

1. I am over the age of eighteen (18). I submit this affidavit in support of Plaintiff the City of Peoria's ("Peoria" or the "City of Peoria") Emergency Motion for Temporary Restraining Order. I have personal knowledge of the facts stated herein, and if called at hearing or trial in this cause, I could and would competently testify to such facts.

2. I am the City Manager for the City of Peoria, and I have served in this role since April of 2011.

3. I hold a Bachelor's Degree in political science from Illinois Wesleyan University and a Master's Degree in public administration from the University of Illinois at Chicago.

4. As City Manager, I am responsible for overseeing the day-to-day activities of the City of Peoria, including its budget, its various departments, and its full-time and part-time employees. I manage matters relating to police and fire, public works, and building and code

inspections, among many others. I am the direct and sole employee of the Peoria City Council and the Mayor of the City of Peoria, to whom I report directly.

5. In the regular performance of my job functions, I have access to and am familiar with business records maintained by the City, including its agreements and correspondence to which it is a party. In connection with making this affidavit, I have personal knowledge of the matters stated herein by personally examining the City's business records relating to the Par-A-Dice Casino ("Par-A-Dice") in East Peoria, Illinois, and the City's right to host a land-based casino within its corporate limits.

6. On January 28, 1991, shortly after Illinois General Assembly's enactment of what was then titled the Illinois Riverboat Gambling Act (the "Act"), the City of Peoria and the City of East Peoria entered into an intergovernmental agreement ("IGA") regarding the future of gambling in the greater Peoria region. A true and accurate copy of the IGA is attached hereto as **Exhibit A**.

7. Under the IGA, Peoria and the City of East Peoria agreed to cooperate to share in the benefits of gambling in the region. To that end, they specifically agreed that: "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." (IGA ¶¶ 5-7.) Further, the IGA specified that gambling tax revenue would be shared equally with 45% to East Peoria and 45% to Peoria, and the remainder to a joint development fund. (*Id.* ¶ 1.)

8. The IGA, together with the Illinois Riverboat Gambling Act, paved the way for the opening of Par-A-Dice, which began operating as a riverboat casino on the Illinois River in 1993.

9. Pursuant to a 1996 amendment to the IGA, the joint development fund was terminated, and gambling tax revenues are now shared equally with 50% to East Peoria and 50%

to Peoria. A true and accurate copy of the 1996 amendment to the IGA is attached hereto as **Exhibit**

**B.**

10. In 2019, the Illinois General Assembly significantly amended the Act, renaming it the Illinois Gambling Act, as it is known today. Relevant here, and consistent with the IGA, Section 7(e) was amended to provide that:

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).

11. Over the past several years, the City of Peoria has demonstrated its serious interest in becoming the permanent home for land-based casino gambling in the greater Peoria region, and this initiative is strongly supported by Peoria's current mayor, Ms. Rita Ali. As explained below, the City has conducted site evaluations and formally engaged a consultant to evaluate land-based casino gambling within Peoria. It has also met with Boyd Gaming Corporation ("Boyd"), the company that owns Par-A-Dice, on several occasions regarding this topic.

12. Reflecting the City's intention and desire to move forward with land-based casino gambling operations in Peoria, on February 28, 2020, State and City leaders and I met with Boyd at Boyd's Las Vegas headquarters. In addition to myself, in attendance were: (1) Jim Ardis, former Mayor of the City of Peoria; (2) Jehan Gordon-Booth, Deputy Majority Leader of the Illinois House of Representatives; (3) Ryan Spain, Republican Conference Chairman, Illinois House of Representatives; and (4) John Elias, outside counsel for the City of Peoria.

13. The presentation to Boyd was titled "Land-Based Gaming." It discussed in detail the provisions of the IGA and the Act dictating that land-based gambling shall occur exclusively in the City of Peoria. It examined in detail two proposed locations for such land-based casino in

the City of Peoria: (1) in downtown Peoria; or (2) at the site of the Northwoods Mall. A true and accurate copy of the slide deck presented to Boyd is attached hereto as **Exhibit C**.

14. The meeting with Boyd was cordial and professional. Both parties were seriously engaged in a discussion regarding land-based gambling in Peoria and what the future of gambling would look like in the greater Peoria region. Shortly thereafter, the Covid-19 pandemic began.

15. A meeting of the IGB was held on March 14, 2024. I reviewed the videorecording of this meeting on the IGB website. (The videorecording of the March 14, 2024 meeting is available via the IGB's website, <https://igb.illinois.gov/media/videos/board-meetings/2024/20240314combinedvideo-mp4.html>.) At that meeting, the IGB renewed Boyd's license for the Par-A-Dice riverboat casino. 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.

16. Boyd's proposal sparked concern from Peoria that Par-A-Dice was converting to land-based gambling in violation of the IGA and the Act. On April 10, 2024, I wrote to Boyd to seek clarification concerning its redevelopment plan, and to ensure that such plan was consistent with the IGA and the Act. A true and accurate copy of my April 10, 2024 letter to Boyd is attached hereto as **Exhibit D**.

17. Shortly thereafter, City representatives and I again met with Boyd regarding land-based gambling in Peoria. As a follow-up to that meeting, in a letter to Boyd dated July 9, 2024, I

set out several options and opportunities for land-based gambling in Peoria, including Tax Increment Financing, a Peoria Urban Enterprise Zone, a Business Development District, and revenue sharing. A true and accurate copy of my July 9, 2024 letter to Boyd is attached hereto as **Exhibit E**. Unfortunately, Boyd was not receptive to the City's proposals and grew more demanding as to the conditions for land-based gambling in Peoria.

18. In December of 2024, City leaders engaged a consultant, Innovative Capital, to further evaluate the options and opportunities for land-based gambling in Peoria.

19. On February 4, 2025, Mayor Ali continued to articulate the City's concerns about Boyd's proposal to administrator Fruchter via a letter dated February 4, 2025. A true and accurate copy of Mayor Ali's February 4, 2025 letter to the IGB is attached hereto as **Exhibit F**.

20. Peoria also sent copies of the letter to Boyd and the Mayor of East Peoria. Copies of the February 4, 2025 transmittal letters to Boyd and East Peoria are attached hereto as **Exhibit G** and **Exhibit H**.

21. 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." A true and accurate copy of Boyd's February 12, 2025 letter is hereto as **Exhibit I**.

22. On February 14, 2025, administrator Fruchter responded to Mayor Ali's letter, reflecting the City's concern that Boyd was contemplating a land-based facility. According to Fruchter, the IGB expected Boyd "to present a good faith development plan for a refreshed, modern casino that complies with existing law, IGB Rules and any other applicable requirements." Further, Fruchter explained that Boyd was limited to only three options for where it could lawfully conduct its gambling operations: (1) on an excursion boat; (2) on a permanently moored (non-

operational) barge; or (3) in a land-based facility. A true and accurate copy of administrator Fruchter's February 14, 2025 letter is attached hereto as **Exhibit J**.

23. 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 were limited to: (1) an excursion boat; or (2) a permanently moored (non-operational) barge.

24. On February 28, 2025, Mr. Elias, outside counsel for Peoria, responded to Boyd's letter dated February 12, 2025, reiterating to Boyd that under the law, it could not site a land-based casino in East Peoria, among other things. A true and accurate copy of Mr. Elias's February 28, 2025 letter is attached hereto as **Exhibit K**.

25. On July 1, 2025, Administrator Fruchter wrote to Mayor Ali reiterating the IGB's expectation that Boyd's forthcoming redevelopment proposal would explain how it satisfied the Act's requirement under Section 7(e) that land-based gambling occur in the City of Peoria and riverboat gambling occur on the Illinois River in East Peoria. A true and accurate copy of administrator Fruchter's July 1, 2025 letter is attached hereto as **Exhibit L**.

26. On July 23, 2025, Mayor Ali responded to Administrator Fruchter, setting forth a clear five-step plan that would allow Peoria and other interested parties to fully consider and respond to Boyd's redevelopment plan. A true and accurate copy of Mayor Ali's July 23, 2025 letter is attached hereto as **Exhibit M**. Administrator Fruchter did not respond to Mayor Ali's letter, effectively shutting Peoria out of the discussion regarding the future of gambling in the region.

27. Mr. Elias, the City's outside counsel, sent a letter to the Mayor of East Peoria on July 24, 2025, seeking further details and assurances regarding the scope of East Peoria's

redevelopment plans. A true and accurate copy of Mr. Elias's July 24, 2025 letter is attached hereto as **Exhibit N**.

28. Mr. Elias also sent a follow-up letter to the IGB on September 3, 2025 reiterating the City's position. A true and accurate copy of the September 3, 2025 letter is attached hereto as **Exhibit O**.

29. Even at this point in time, Boyd did not share with Peoria specific versions of its proposal.

30. As demonstrated above, up to December 11, 2025, the City was deprived of the opportunity to review the terms of Boyd's redevelopment plan, or assess its legality under Illinois law.

31. On December 11, 2025, Boyd formally presented its "riverboat modernization" proposal to the IGB and the public. I observed the meeting in real time, remotely, via a videorecording stream on IGB's website. (The videorecording of the December 11, 2025 meeting is available via the IGB's website, <https://igb.illinois.gov/media/videos/board-meetings/2025/20251211-combined-meeting-recording-mp4.html>.) 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 plan. Boyd's hour-long presentation revealed, in Boyd's words, "a 29,000-square foot casino gastropub" relocated from Boyd's riverboat casino moored at its dock on the Illinois River, across a parking lot and Blackjack Boulevard, to a new brick-and-mortar, land-locked building interconnected with Boyd's preexisting hotel complex. Boyd's redevelopment plan eliminated Par-A-Dice's existing riverboat casino.

32. During the December 11, 2025 meeting, Boyd presented over 50 slides concerning its redevelopment proposal. Slides 20 and 22 are aerial views of Boyd's current riverboat casino

on the Illinois River. The rendering in Slide 28 is characterized by Boyd as a “contemporary . . . riverboat design,” however, the rendering is of a land-based facility constructed in a “contemporary architectural style.” Slide 25 is another Boyd slide depicting a rendering of the land-based casino operation including a 29,000 square-foot casino and a structure referred to as a “new porte cochere.” According to Merriam-Webster’s Dictionary, a “porte cochere” is a “roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.” (“Porte cochere,” Merriam-Webster.com Dictionary, [https://www.merriam-webster.com/dictionary/porte%20cochere.](https://www.merriam-webster.com/dictionary/porte%20cochere)) Boyd’s slide 25 also states that its land-based casino will be “designed to meet LEED standards,” a recognized framework for green building and development. Slide 26 of Boyd’s redevelopment plan depicts the 29,000 square-foot casino floor interconnected with a steakhouse, gastropub, quick service restaurant, bar, restrooms, and a land-locked ingress and egress (entrance/exit). True and accurate copies of the slides that Boyd presented to the public and the IGB at the December 11, 2025 meeting (*see* ¶ 31, *supra*), including Slide Nos. 20, 22, 25, 26, and 28, are attached hereto as **Group Exhibit P**.

33. Boyd’s casino structure bears no resemblance to the excursion boat or permanently moored (nonoperational) barge required by the Act, and as previously represented by IGB Administrator Fruchter in his letter to Mayor Ali. According to Boyd, the proposed land-based casino is actually a riverboat casino on the Illinois River because it will pump up to 1,000 gallons of Illinois River water hundreds of feet, presumably in a pipeline, and circulate such water beneath the floor of the casino operation. Boyd claims that this is all that is required to bring its proposal into compliance with the Act. Boyd’s presentation omitted any reference to the IGA between the City and East Peoria, or to the 2019 amendment to the Act, both of which dictate that all land-

based gambling operations in the region shall take place only in the City of Peoria, while permitting only riverboat gambling in East Peoria.

34. Given the City's assessment that Boyd's proposal does not comply with the Act and violates the IGA and Section 7(e) of the Act, the City requested, by letter, and in an in-person meeting, that the IGB defer its vote on Boyd's proposal at the next IGB meeting on February 5, 2026. A copy of the letter from outside counsel for the City to the IGB, dated January 20, 2026, is attached hereto as **Exhibit Q**. The IGB has refused to do so.

35. Should the IGB vote to approve Boyd's proposed redevelopment plan, Peoria will be irreparably harmed in numerous ways. First, under Section 7(e) of the Act and the IGA, the City is entitled to host a land-based casino within its corporate limits. Approval of Boyd's redevelopment plan violates Section 7(e) and the IGA because it sites a land-based casino in East Peoria, and not Peoria, as prescribed by the Illinois General Assembly and the IGA. Consequently, Peoria is irreparably harmed by suffering the incalculable losses in economic benefits attendant to hosting a land-based casino.

36. Peoria's losses include not only lost taxes and revenue that would flow from the casino (gambling taxes, as well as 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 these other diminished opportunities, to name a few. In addition, the proposal greatly undermines the rule of law by disregarding the IGA and the 2019 Amendment to the Act, enacted on behalf of the citizens of Illinois by their legislators.

**CERTIFICATION OF STATEMENT BY VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument 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



---

Patrick Ulrich  
City Manager, City of Peoria, Illinois

# EXHIBIT A

INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the Administrator of the Illinois Gaming Board recommended on November 27, 1990 preliminary approval of a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the City of Peoria and the City of East Peoria acting through their respective Councils do now desire to enter into an intergovernmental agreement setting forth the terms and conditions under which the two cities will share in the benefits of riverboat gambling in the Greater Peoria Area;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. After the City of East Peoria recovers its costs as set forth in paragraph 2 below and the City of Peoria recovers its investment in "The

Boatworks" as set forth in paragraph 3 below, gambling tax revenues as defined herein shall be shared as set forth here:

A. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used.

B. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used.

C. Ten percent (10%) of all gambling tax revenues shall be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River. Specific projects shall require mutual consent.

2. Before any gambling tax revenue shall be shared pursuant to the formula set forth in paragraph 1 above, the City of East Peoria shall first be allowed to recoup its costs described as follows:

A. Cost of infrastructure improvements, together with all necessary legal and engineering costs, assumed by the City of East Peoria under a development agreement with the Greater Peoria Riverboat Corporation and generally limited to:

i. Upgrading access from State Route 116 by extending and improving the access road into the interior of the property approximately 1,000 feet and across an existing drainage ditch. Said roadway shall consist of non-reinforced 8" PCC pavement with a joint spacing of 20', curb and gutter, type B-6.12, necessary grading and drainage struc-

tures, including storm sewers. The roadway shall be 54' FF.

ii. Providing improvement of and signalization at the intersection of State Route 116 and the access point which services the property.

iii. Providing 8" water main with fire hydrant(s) as appropriate 1,000 feet into the property.

iv. Providing sanitary sewer with lift station as appropriate 1,000 feet into the property.

B. Legal and other out-of-pocket costs, unrelated to infrastructure improvements, incurred by the City of East Peoria in efforts to accomplish the docking of a riverboat casino in East Peoria in an amount not to exceed \$75,000.

3. Before any gambling tax revenues shall be shared pursuant to the formula set forth in paragraph 1 above, the City of Peoria shall first be allowed to recoup an investment of Two Hundred Thousand Dollars (\$200,000) made in "The Boatworks". Therefore, the first Four Hundred Thousand Dollars (\$400,000) of gambling tax revenue shall be distributed equally between the cities, with the result that the City of Peoria shall recoup a \$200,000 investment made in "The Boatworks" and the City of East Peoria shall recoup \$200,000 of the cost described in paragraph 2 above. Thereafter, each dollar of gambling tax revenue shall be applied against the remaining City of East Peoria cost until all costs described in paragraph 2 above have been recouped. Once the City of East Peoria has recouped all such costs, additional gambling tax revenues shall thereafter be shared pursuant to the formula set forth in paragraph 1 above.

4. The municipality receiving gambling tax revenues as defined herein shall within thirty (30) days transfer to the other municipality or joint development fund such portion as the other municipality or joint development fund is entitled to hereunder. A receiving municipality shall maintain a record of receipts of gambling tax revenues and shall make such records reasonably available to the other municipality. Interest earned shall be distributed in the same proportion as the distribution of gambling tax revenues and in a timely manner.

5. All riverboat casino operations shall be docked in East Peoria, except as provided in paragraphs 9 and 11 below.

6. All land-based casino operations shall be in Peoria. However, any land-based casino operation in Peoria prior to January 1, 1997 shall require the formal approval of the Council of the City of East Peoria.

7. Should the statutes and the rules of the Illinois Gaming Board permit gambling aboard a riverboat casino which is moored, as opposed to being on an excursion, then such gambling aboard a riverboat casino which is moored and not on an excursion may occur in either Peoria or East Peoria.

8. Should the statutes and the rules of the Illinois Gaming Board permit, then at the discretion of the licensee, passengers may board and de-board a riverboat casino in the City of Peoria, but the City of East Peoria shall remain the docking site, except as provided for in paragraphs 9 and 11 below.

9. Assuming approval by the Illinois Gaming Board, at the discretion of the licensee, a second riverboat casino authorized under the license of Greater Peoria Riverboat Corporation may be docked in the City of Peoria, providing the original riverboat (or its replacement) has not been able to handle the passenger demand. In no event shall such a second riverboat be docked in the City

of Peoria have a larger capacity than or amenities superior to the original riverboat (or its replacement). The City of East Peoria shall remain the primary docking site and should there be such a second riverboat docking in Peoria, it must be to handle overflow, not to supplant the East Peoria docked riverboat.

10. "Gambling tax revenues" as used herein shall include all direct revenues from a gambling operation received by either municipality, whether the gambling occurs during a riverboat casino excursion, while a riverboat casino is moored or at a shore-based casino. Such gambling tax revenues shall not include any revenues from Peoria's off-track betting parlor or any revenues derived from municipal retailers' occupation tax or any HRA tax (hotel, restaurant, amusement tax) or such similar non-direct taxes not directly derived from gambling.

11. The City of Peoria shall not authorize or approve the docking of a riverboat casino in the City of Peoria prior to January 1, 1997, except under the license of Greater Peoria Riverboat Corporation and subject to the conditions found in paragraph 9.

12. The City of East Peoria shall through a development agreement require the Greater Peoria Riverboat Corporation to coordinate efforts to assure operation of convenient and safe shuttle service by land and/or water between the docking site and "The Boatworks" located in Peoria.

13. The City of East Peoria shall encourage the continuation of "The Boatworks" as a viable riverfront feature integral to Peoria's development.

14. The City of Peoria shall encourage the redevelopment of the Wallace Station as integral to the Greater Peoria Area long term economic goals.

15. Each City shall encourage the licensee to work with the local Private Industry Councils (PICs) to increase the availability of jobs to unemployed and underemployed persons. The City of East Peoria shall consistent with §7(b)(4) of the Riverboat Gambling Act and all other applicable statutes, through a development agreement, require the Greater Peoria Riverboat Corporation to establish a good faith affirmative action plan to recruit, train and upgrade minorities in all employment classifications.

16. Whenever reference is made in the numbered paragraphs of this Intergovernmental Agreement to the "Greater Peoria Riverboat Corporation", the term as used in any such numbered paragraph shall include all successors and assigns and any other owner licensed to operate a riverboat casino docked in the City of East Peoria.

17. In the interests of the entire Greater Peoria Area, the City of Peoria and the City of East Peoria pledge to cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of this Intergovernmental Agreement as soon as possible and to otherwise ensure compliance with all other provisions of this Intergovernmental Agreement.

18. In October of each year, commencing in October of 1992, officials of each municipality shall meet for the purpose of reviewing application of this Intergovernmental Agreement, including, but not limited to, the process of sharing gambling tax revenues hereunder, specific projects as referenced in paragraph 1C and other matters relevant to the Illinois River. It shall be consistent with the spirit of this Intergovernmental Agreement for such annual meetings to be utilized to discuss any other matter of mutual concern to the City of Peoria and the City of East Peoria.

19. If any provision of this Intergovernmental Agreement or any section, sentence, clause or word where the application thereof in any circumstance is held invalid, the validity of the remainder of this Intergovernmental Agreement and the application of such provision, section, sentence, clause or word in other circumstance shall not be affected thereby. Each city shall execute, acknowledge and deliver such additional documents, writings or assurances as the other city may periodically require so as to give full force and effect to the terms and provisions of this Intergovernmental Agreement. As appropriate, both cities shall extend all reasonable good faith efforts to assist the other city to achieve the goals and objectives generally defined herein.

20. In addition to incorporating into a development agreement with Greater Peoria Riverboat Corporation the specific requirements referenced in paragraphs 12 and 15 above, the City of East Peoria shall to the extent possible seek the licensee's cooperation with respect to all other provisions of this Intergovernmental Agreement and shall make this Intergovernmental Agreement an attachment to said development agreement.

21. The terms and conditions set forth in this Intergovernmental Agreement supercede all prior oral understandings and constitute the entire agreement between the cities.

22. This Intergovernmental Agreement shall be enforceable in any court of competent jurisdiction by either of the cities, by appropriate action at law or equity to secure the performance of the covenants herein contained, and the prevailing city shall be entitled to costs, including reasonable attorney's fees.

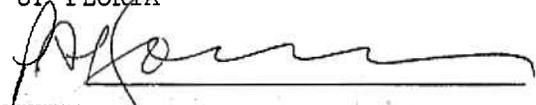
23. The laws of the State of Illinois shall govern the validity, interpretation and administration of this Intergovernmental Agreement.

24. This Intergovernmental Agreement shall be effective immediately upon execution and terminate upon occurrence of either of the following:

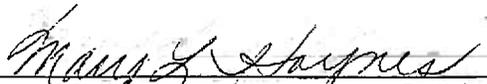
A. The failure of Greater Peoria Riverboat Corporation by December 31, 1991 to gain approval of a preliminary finding of suitability following financial review and review of alternate investors or the final denial by the Illinois Gaming Board of the Greater Peoria Riverboat Corporation license application.

B. The cessation of casino operations in both cities. "Cessation" shall mean a period of 24 consecutive months, commencing subsequent to January 1, 1992, without any regular gambling occurring at a casino, whether aboard a riverboat or shore-based.

CITY OF PEORIA

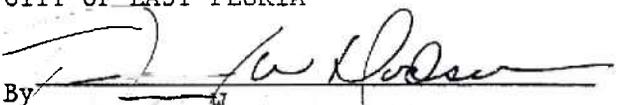
By   
Peter A. Korn, City Manager

ATTEST:

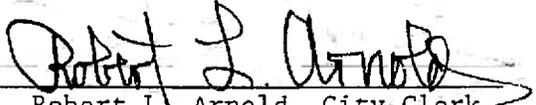
  
Mary L. Haynes, City Clerk

DATE: 1-15-91

CITY OF EAST PEORIA

By   
Richard W. Dodson Mayor

ATTEST:

  
Robert L. Arnold, City Clerk

DATE: 1-28-91

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

# EXHIBIT B

**AGREEMENT TO AMEND INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA**

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria executed an Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area (the "Original Agreement") effective January 28, 1991; and

WHEREAS, the Original Agreement provided that gambling tax revenues as defined therein have to be shared as follows:

A. Forty-five percent (45%) of all gambling tax revenues to be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used;

B. Forty-five percent (45%) of all gambling tax revenues to be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used;

C. Ten percent (10%) of all gambling tax revenues to be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River; and

WHEREAS, the City of Peoria and the City of East Peoria now desire to amend the provisions which dictate the method of sharing the gambling tax revenues; and

WHEREAS, the City of Peoria and the City of East Peoria further desire to liquidate and terminate the joint development fund.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The recitals hereinabove set forth are incorporated in this section as if fully set forth herein.

2. Paragraph 1 of the Original Agreement is hereby deleted with the following

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

provision added in its place and stead:

1. Gambling tax revenues, as defined herein, shall be shared as set forth here:

A. Fifty percent (50%) of all gambling tax revenues shall be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used; and

B. Fifty percent (50%) of all gambling tax revenues shall be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used.

3. The joint development fund shall be terminated and any remaining proceeds shall be distributed consistent with the respective interests of the City of Peoria and the City of East Peoria as set forth in the Original Agreement.

4. Paragraph 18 of the Original Agreement is hereby deleted with the following provision added in its place and stead:

18. In the event either party so desires, officials of each municipality shall meet for the purpose of reviewing application of this Intergovernmental Agreement or any other matter relating generally to riverboat gambling. It shall be consistent with the spirit of this Intergovernmental Agreement for such meetings to be utilized to discuss any other matter of mutual concern to the City of Peoria and the City of East Peoria.

5. The Peoria City Council and the East Peoria City Council have authorized the undersigned representatives to execute this agreement.

CITY OF PEORIA  
By James Maloof

CITY OF EAST PEORIA  
By Jeffrey D. Giebelhausen, Mayor

ATT EST :  
Mary Kay Hayes

ATTEST:  
Veona I. Dinkins  
Veona I. Dinkins, City Clerk

DATE: 5/10/96

DATE: May 14, 1996

APPROVED  
LEGA Randall  
BY.....

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

RESOLUTION NO. 9697-8

East Peoria, Illinois  
May 14 1996

RESOLUTION BY COMMISSIONER Harold Fogelmark

WHEREAS, the City of East Peoria executed an Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area (the "Original Agreement") on January 28, 1991 with the City of Peoria, Illinois; and

WHEREAS, such Original Agreement provides that 10% of all gambling revenues are to be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River; and

WHEREAS, the City of East Peoria and the City of Peoria now desire to terminate the joint development fund and revise the provisions of the Original Agreement which dictate the method of sharing gambling tax revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The above recitations are found to be true and correct.

Section 2. The Agreement to Amend Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area attached hereto and labelled as "Exhibit A" is hereby approved. The Mayor and City Clerk are authorized to execute and attest, respectively, the aforesaid agreement on behalf of the City of East Peoria together with such changes therein as the Mayor in his discretion may approve. Said agreement may not be deemed accepted by nor binding upon the City of East Peoria until executed by the Mayor and attested by the City Clerk as authorized herein.

APPROVED:

[Signature]  
Mayor  
JAN 23 1 26 PM '97  
CITY CLERK  
PEORIA, ILL.

ATTEST:

[Signature]  
City Clerk

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

# EXHIBIT C



# LAND-BASED GAMING

February 28, 2020





# INTRODUCTIONS



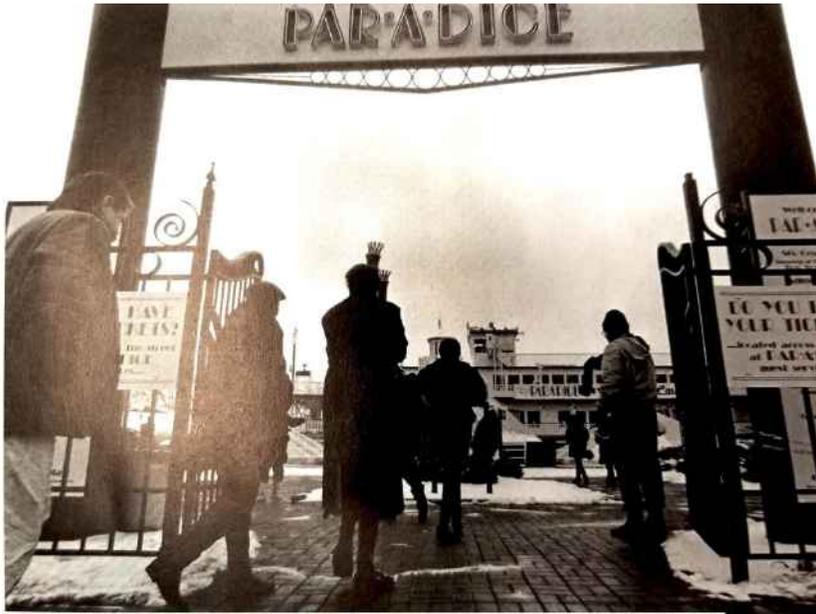
Jim Ardis, Peoria Mayor

Jehan Gordon-Booth, Deputy  
Majority Leader, Illinois House  
of Representatives

Ryan Spain, Republican  
Conference Chairman, Illinois  
House of Representatives

Patrick Urich, Peoria City  
Manager

John Elias, Attorney



A4 THE PANTAGRAPH, Wednesday, May 11, 1994

LOCAL

## New Par-A-Dice riverboat takes maiden cruise

By GARY MAYS  
Pantagraph staff

EAST PEORIA — Riverboat gambling in the Peoria area entered a new era Tuesday when the Par-A-Dice Gaming Corp. debuted its new \$22 million vessel.

The boat arrived in East Peoria at noon, having completed a 2,400-mile voyage from a shipyard in Jacksonville, Fla.

But while the new boat was taking investors and reporters out for a cruise, the old Par-A-Dice continued its routine gambling runs. Casino officials are awaiting final regulatory approval of the gleaming white, 33,000-square-foot boat.

Its modern facade and "art deco" interior contrasts sharply with the old riverboat's traditional look.

Mark Sterbens, president and chief operating officer for Par-A-Dice, said the original gambling boat will continue operating until officials from the U.S. Coast Guard, the Illinois Gaming Commission and other agencies finish scrutinizing the new facility.

That should take a matter of weeks, according to Sterbens, who was unsure of an exact opening date.

"Everybody has to put their stamp of approval on it," he said. "Until then, the new vessel, which can accommodate up to 1,000 passengers, will be moored at a dock in Creve Coeur."

Since the new boat is markedly bigger than the 12,500-square-foot stern-wheeler, the main attraction for patrons will be the increased number of gaming positions.

It has 791 slot machines on three decks compared with the current 488. The total number of gaming positions will jump from 800 to 1,100, Sterbens said. That figure includes 32 blackjack tables and 304 video poker machines.

"The No. 1 reason for the new boat is the comfort level," he said. "We'll be able to provide three times the casino space."

Aisles on the old boat were only 3 to 4 feet wide, a tight fit at times, he said. The new boat has 7-foot aisles and an improved ventilation system.

Also on board are three bars, one lounge and a deli. The fourth level serves as an open-air deck with seating. It is powered by Caterpillar engines, an attribute that is not likely to go unnoticed in the Peoria area.

Sterbens said the company is embarking on a new marketing plan that focuses on potential customers within a 75-mile radius of the Central Illinois gambling market, Sterbens said. Since its maiden voyage more than two years ago, Par-A-Dice has hosted 2.6 million guests.

Peoria, although Par-A-Dice is attracting regular patrons from as far away as Indianapolis. The firm already employs 8 people and expects to add another 100 to staff the new facility, company officials said.

Par-A-Dice has generated nearly \$30 million in tax revenue for

The No. 1 reason for the new boat is the comfort level. We'll be able to provide three times the casino space.

— Mark Sterbens, Par-A-Dice president/CEO

Bob and Sylvia Mentel of Dupu watched Tuesday evening as the new Par-A-Dice riverboat casino East Peoria.

# HISTORY

1991  
AGREEMENT

## 1991 Intergovernmental Agreement with East Peoria:

6. All land-based casino operations shall be in the City of Peoria. However, any land-based casino operation in Peoria prior to January 1, 1997 shall require the formal approval of the Council of the City of East Peoria.

2019  
LEGISLATION

Text of Public Act 101-031, p. 639:

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 south of Marshall County.





## PROPOSED LOCATIONS

DOWNTOWN /  
PEORIA CIVIC CENTER

NORTHWOODS MALL



# DOWNTOWN PEORIA

- Downtown Peoria is the heart of the region
  - Central Business District
  - Warehouse District
  - Riverfront
- From 2010 to 2017 downtown Peoria has seen more than a 34% increase in the number of jobs downtown

# DOWNTOWN INVESTMENTS

OSF Corporate Headquarters - \$130M+

OSF Digital Health Center - \$20M+

1,200 total new jobs in Downtown  
Peoria



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# WAREHOUSE DISTRICT

- \$27M infrastructure investment
- First in IL pilot for Historic Tax Credits yielding \$350M in PRIVATE investment
- \$150M in completed or planned residential development
- New breweries, escape rooms, rock climbing gyms, axe throwing, distilleries
- Warehouse District census tract is the fastest growing tract in Central Illinois

# PEORIA CIVIC CENTER

600,000 annual visitors

550+ annual events

- Bradley Braves Men's Basketball
- Peoria Rivermen Professional Hockey
- IHSA Boys Basketball State Finals
- Concerts, conventions, and events

Four Venues in One Facility:

- 12,000 Concert Seat Arena
- 2,200 Seat Theater
- 110,000 sq. ft. Convention Center
- 27,000 sq. ft. Ballroom

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# VIBRANT AND ACTIVE CIVIC CENTER



## SPORTS GAMING: A YOUNGER DRAW

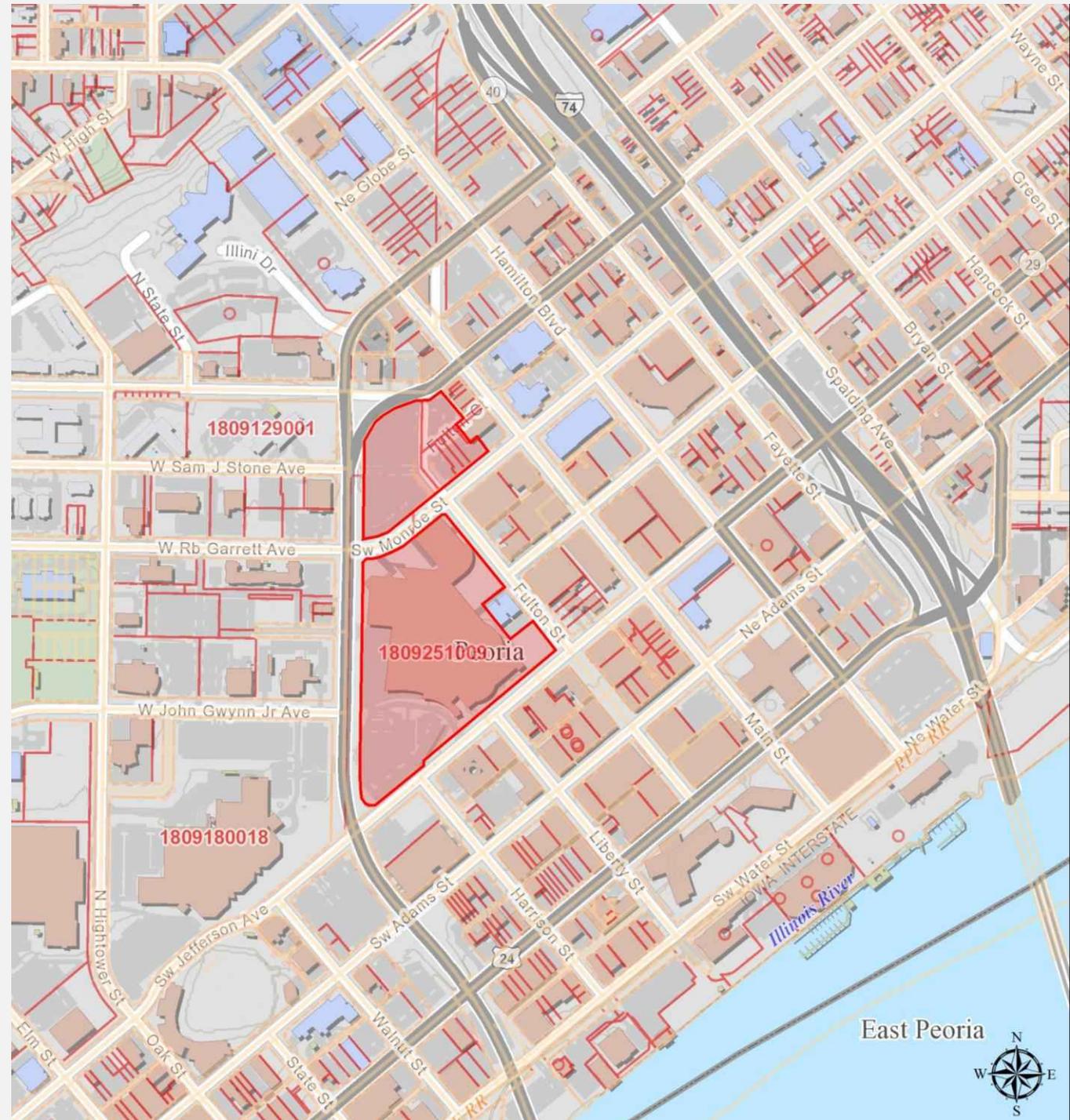
"Those seven sports books have all shown us the same thing. A lot of new faces. A lot of younger customers. People who weren't participating with us before." – Keith Smith, WCBU  
January 10, 2020

### Civic Center Patrons:

- 53% of the visitors to the Peoria Civic Center are between 18 and 44
- 34% hold a college degree
- 34% hold professional occupations
- Household Income \$85,000
- \$167 spent per event
- 48% Concerts, 29% Arts, 14% Sports

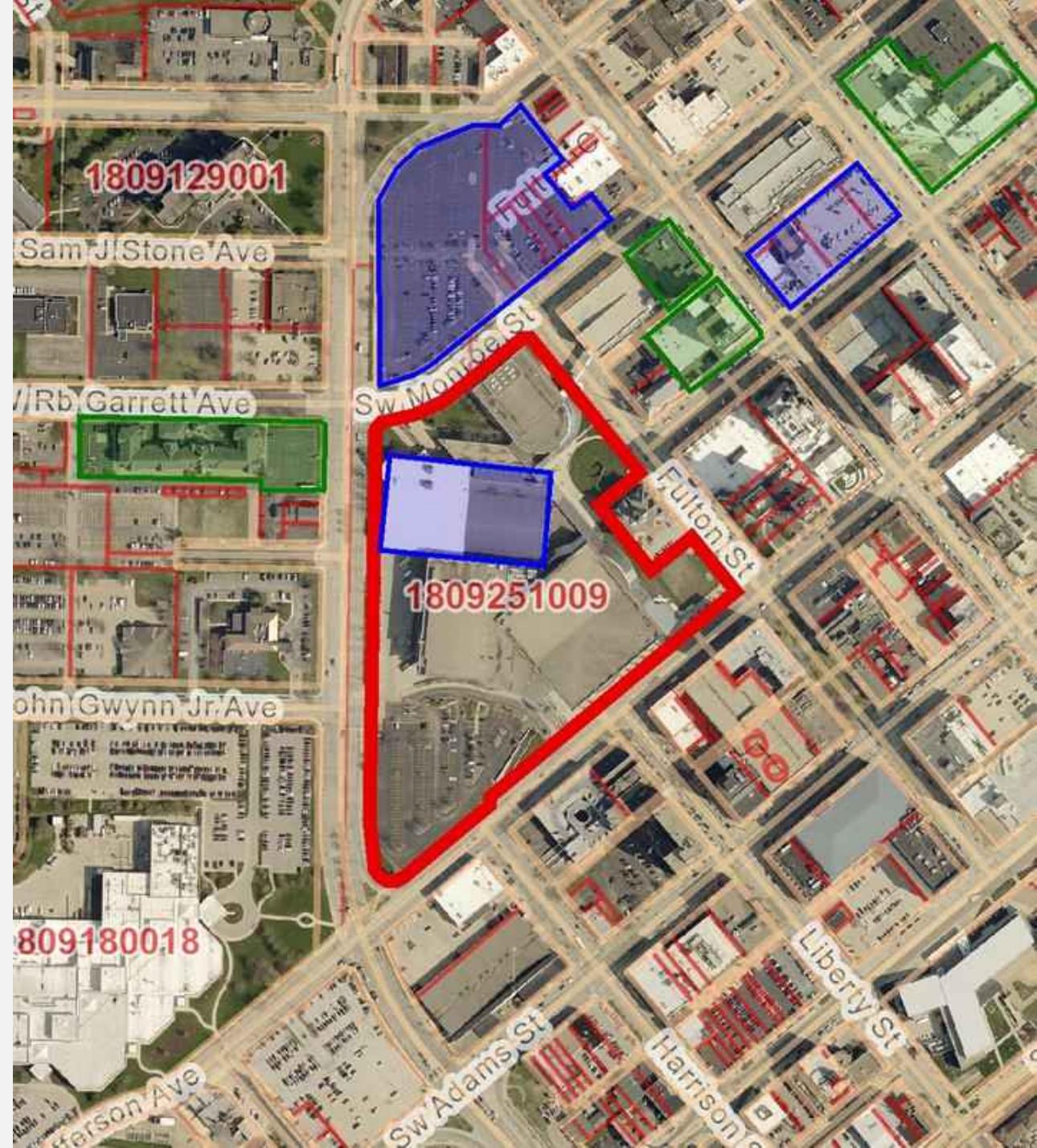
# DOWNTOWN/PEORIA CIVIC CENTER

- Located in the center of the Downtown
- Multiple Access Points:
  - State Route 40
  - Bob Michel Flyover Bridge from I-74
  - Main Street Downtown Peoria



# DOWNTOWN/PEORIA CIVIC CENTER

- 3 Potential Locations
  - Madison Block
  - Civic Center Parking Lot
  - Peoria Civic Center



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900+ HOTEL ROOMS DOWNTOWN



# NORTHWOODS MALL

- Multiple Access Points:
  - War Memorial Drive (US 150)
  - Interstate 74
  - Sterling Avenue
  - Highest vehicle activity per day of any Peoria regional retail market
- Parking
  - 3,000+ surface parking spaces





900+ HOTEL ROOMS NORTHWOODS

# NORTHWOODS MALL

- 2 Potential Locations
- Sears Store
- Along Interstate 74



# FUTURE LEGISLATION



Chicago Casino Trailer Bill



Opportunity for additional gaming positions



Future collaboration with the State Gaming Board



Rebuild Illinois:  
\$45 Billion State Capital Bill



THANK YOU

Jim Ardis,  
Mayor, City of Peoria  
(309) 494-8552  
[jardis@peoriagov.org](mailto:jardis@peoriagov.org)

Patrick Urich,  
Peoria City Manager  
(309) 494-8524  
[purich@peoriagov.org](mailto:purich@peoriagov.org)

# EXHIBIT D



Office of the City Manager

April 10, 2024

Mr. Keith Smith,  
President and Chief Executive Officer  
Boyd Gaming Corporation  
6465 S. Rainbow Blvd.  
Las Vegas, Nevada 89118

Dear Mr. Smith,

Congratulations to Boyd Gaming on the renewal of Par-A-Dice Gaming Corporation d/b/a Par-A-Dice Hotel Casino's renewal of its Owner's License for four years through March of 2028. As part of the discussion at the March 14 Gaming Board Meeting, Administrator Marcus Fruchter acknowledged Boyd's intention to present a New Casino Facility Project Plan sometime in 2025 or 2026. He also commented that as part of that potential development the Par-A-Dice, "Won't have that Coast Guard maximum cap" any longer. The implication is that Par-A-Dice will be shifting to land-based operations.

The City of Peoria would be delighted to revisit land-based opportunities for Par-A-Dice operations in Peoria. As indicated in the presentation to you in 2020, the Illinois Gaming Act provides for Riverboat operations in East Peoria, and land-based gaming operations in the City of Peoria. In addition, the long-standing 1991 intergovernmental agreement between the Cities of Peoria and East Peoria provide that any land-based gaming in either of those two communities shall be in Peoria.

As your Vice President and General Manager Cori Rutherford stated to the Gaming Board, your organization has an excellent relationship with local governments and prides itself on communication. We would invite a discussion at your earliest convenience to clarify your New Casino Facility Project Plan, which is apparently in the conceptual stage, and to make certain that expectations on that opportunity remain aligned among all stakeholders.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Ulrich".

Patrick Ulrich  
City Manager

cc: Dr. Rita Ali, Peoria Mayor  
Jehan Gordon Booth, Speaker Pro Tempore, Illinois House of Representatives

Peoria City Hall  
419 Fulton Street, Suite 207, Peoria, IL 61602  
**Phone:** (309) 494-8524 **Fax:** (309) 494-8559

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

Ryan Spain, Deputy Republican Leader, Illinois House of Representatives  
Ward Shaw, Boyd Gaming Corporation  
Cassie Stratford, Boyd Gaming Corporation  
Ryan Sultz, Boyd Gaming Corporation  
Cori Rutherford, Boyd Gaming Corporation  
Marcus D. Fruchter, Administrator Illinois Gaming Board  
Patrick Hayes, Peoria Corporation Counsel

# EXHIBIT E



Office of the City Manager

July 9, 2024

Mr. Ted Bogich,  
Chief Operating Officer  
Boyd Gaming Corporation  
6465 S. Rainbow Blvd.  
Las Vegas, Nevada 89118

Dear Mr. Bogich,

Thank you again for meeting with the City of Peoria about land-based gaming in Peoria. You requested an outline of what the City could do for Boyd and we wanted to provide options and opportunities within the City to establish gaming operations in Peoria.

- **Tax Increment Financing.** The City would be prepared to establish a Tax Increment Financing (TIF) District in the specific geographic location identified for the casino. The City would be willing to reimburse up to 100% of the property tax increment on the site back to Boyd Gaming. TIF incentives would include reimbursement for the following costs:
  - Property Acquisition;
  - Rehabilitation of any existing buildings;
  - Demolition and site preparation;
  - Any needed public infrastructure improvements;
  - Relocation expenses;
  - Financing costs, including interest assistance;
  - Professional services such as architectural, legal, engineering and financial planning; and
  - Marketing sites within the TIF.
- **Peoria Urban Enterprise Zone.** The site within the Peoria Urban Enterprise Zone would provide these additional incentives:
  - Enterprise Zone Building Materials Exemption Certificate (BMEC) – A 6.25% state sales tax exemption is permitted on building materials to be incorporated into real estate located within an Enterprise Zone that are purchased in Illinois.
- **Business Development District.** The City would establish a Business Development District (BDD) in the specific geographic location identified for the casino. The BDD would establish an additional 1% sales tax and hotel tax that could be utilized to offset the development costs of the new hotel and casino.
- **Revenue Sharing.** The City would be willing to share a portion of the hotel tax, restaurant tax, and amusement tax generated on the site. This would help to reimburse for the hotel construction costs on an annual basis.

All of the above items would require the City and Boyd Gaming to enter into an appropriate redevelopment agreement, and for the City Council to pass the TIF and BDD. These would have to be open and public discussions. However, the City understands that you are looking at options in East Peoria, and we understand the concerns you have about public discussions over this matter. We would be happy to establish an appropriate confidentiality agreement between the City and Boyd Gaming to continue these discussions in a more thorough manner. We look forward to talking with you.

Sincerely,



Patrick Urich  
City Manager

cc: Dr. Rita Ali, Peoria Mayor  
Patrick Hayes, Peoria Corporation Counsel  
Ryan Soultz, Boyd Gaming Corporation

# EXHIBIT F



## OFFICE OF MAYOR RITA ALI

February 4, 2025

**VIA U.S. FIRST CLASS MAIL AND**  
**VIA ELECTRONIC MAIL**

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
[marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)

Re: City of Peoria Position Regarding Par-A-Dice Casino License Operated by Boyd Gaming Corporation in East Peoria, Illinois.

Dear Administrator Fruchter:

This letter summarizes the City of Peoria's position with regard to the Par-A-Dice casino license operated by Boyd Gaming Corporation ("Boyd") in East Peoria, Illinois.

At the March 14, 2024, Illinois Gaming Board ("IGB") meeting, the IGB renewed Boyd's Par-A-Dice casino license for four years, "and further required that Par-A-Dice submit a new casino facility development project plan by March 14, 2026, unless otherwise directed by future IGB request." Indeed, Boyd's presentation to the IGB at this meeting assumed development of a new competitive gaming facility in replacement of the moored riverboat (which Boyd bought from the initial local casino owner in 1996). Boyd's presentation also discussed recent upgrades that Boyd had made to its East Peoria hotel (which Boyd had also purchased in 1996) and the development of adjacent amenities such as a steakhouse. It was also pointed out at the meeting that the contemplated new casino development would relieve Boyd from having to employ a ship captain and related riverboat staff. Taken as a whole, it is clear that Boyd's presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.

### **Land-Based Gaming Must Occur in Peoria**

As Boyd is aware (though Boyd did not mention this during the IGB meeting), any land-based casino operating under the Par-A-Dice gaming license must be located in the City of Peoria and not anywhere in East Peoria (including at existing Par-A-Dice location in East Peoria), for the following reasons:

- 2019 amendments to Sections 7(e) and (k) of the Illinois Gambling Act (the “Act”) made by P.A. 101-31 require that, (i) land-based gaming under this license must occur within the corporate limits of the City of Peoria, and (ii) riverboat gambling on the Illinois River under this license must occur in East Peoria. Thus, under the 2019 amendments to the Act, there is no authority under the Act to pursue land-based gaming in East Peoria.
- Consistent with the Act, Sections 5 and 6 and related provisions of the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, entered into by the City of Peoria and the City of East Peoria (the “Intergovernmental Agreement,” copy enclosed) provide that (i) all riverboat casino operations shall be docked in East Peoria and (ii) all land-based casino operations shall be in Peoria.

### **Background of Land-Based Provisions**

In addition to and to support the unambiguous above provisions of the Act and the Intergovernmental Agreement requiring land-based gaming under the Par-A-Dice license to occur in Peoria, it is important for the IGB to be aware of the background of these provisions.

- Then Governor Thompson announced the signing into law of the 1990 Illinois Riverboat Gambling legislation on the Spirit of Peoria riverboat, which was then docked on the City of Peoria Riverfront and operated as part of the “Peoria Boatworks” by the Jumer organization (“Jumer”).
- When the riverboat gaming license on the Illinois River in the Peoria area was made available in 1991, there were two applicants (and cities) vying for the license: Jumer, seeking to establish a riverboat on the City of Peoria side of the Illinois River, and a company owned by several well-regarded Peoria-area entrepreneurs, seeking to establish a riverboat on the East Peoria side of the Illinois River. When the parties concluded that the license (unexpectedly to some) was likely to be issued to the East Peoria applicant, in order to avoid further controversy (and perhaps litigation), the parties agreed that the gaming license would be issued by the IGB to the East Peoria applicant, with the losing Peoria applicant’s application being *combined* into the winning East Peoria application as part of a comprehensive global settlement.
- That settlement included the following key elements, among others: (a) the City of East Peoria and its East Peoria applicant were allocated the riverboat docking rights in East Peoria (and the spin-off local development); (b) the successful East Peoria applicant would (i) purchase from Jumer the “Peoria Boatworks” assets (including the Spirit of Peoria) which were all on the Peoria Riverfront, and (ii) allow Jumer to purchase up to 10% of the East Peoria applicant (which was then the percentage ownership limitation for Jumer under the Act, because Jumer was also awarded the Rock Island gaming license); (c) **as discussed earlier in this letter, the cities agreed in the Intergovernmental Agreement to designate the City of East Peoria as the home dock and the primary location for riverboat gaming and the City of Peoria as the sole location for land-based gaming (if the Act were amended in the future to authorize land-based gaming);** and (d) in the

Intergovernmental Agreement, the cities also agreed to share 50/50 the municipal percentage of gaming taxes under the Act in perpetuity, irrespective of the city in which the gaming operations were conducted. Notably, there is a requirement in the Intergovernmental Agreement that a copy of the Intergovernmental Agreement must be provided to any owner of the license to ensure that the Intergovernmental Agreement is observed.

- Thus, when the Par-A-Dice license was initially issued by the IGB in 1991, **the provisions in the Intergovernmental Agreement designating the City of Peoria as the sole location for future land-based gaming**, together with the requiring a 50/50 sharing of the municipal percentage of gaming taxes in perpetuity, irrespective of where the gaming operations were located, were by far the most important provisions to the City of Peoria in the global settlement among the cities of East Peoria and Peoria and their respective applicants.
- Prior to voting to issue the Par-A-Dice license, the IGB heard from representatives of Peoria and East Peoria and the two applicants regarding their understanding of and unanimous acceptance of the global settlement including the Intergovernmental Agreement among the cities of East Peoria and Peoria and their respective applicants. *See* the Minutes of Special Meeting of the IGB, on January 15, 1991, enclosed (in the incomplete form in which the Minutes are available on the IGB website).
- Representative Spain's remarks before the Illinois House in 2019 at the time of enactment of the 2019 amendments to the Act refers to the appropriateness of the amendments to the licensing provisions set forth in Section 7(e) and (k) of the Act to prevent East Peoria's representatives from attempting to revise the Act's licensing provisions to in effect veto Peoria's exclusive land-based gaming rights under the Intergovernmental Agreement. A transcript of Representative Spain's remarks is also enclosed (*see* in particular pgs. 117-118).
- Finally, it is important to note that it would be frivolous for Boyd or the City of East Peoria to attempt to manipulate the definition of "riverboat" and/or "land-based" for purposes of the above provisions of the Intergovernmental Agreement and the Act that are at issue. The literal words, history, and context of the Intergovernmental Agreement and the Act are all very clear. It is, and always has been, the intention of all concerned that if Par-A-Dice gaming operations were to move off of the existing moored vessel in East Peoria to a facility on land, those land-based operations must be located in Peoria.

### **City of Peoria Bottom Line and Conclusion**

The City of Peoria applauds the IGB's apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities. The IGB should not allow Boyd to continue to short-change Peoria area economic development by (indefinitely) operating its licensed gaming activities on a more than thirty (30) year old, first-generation moored riverboat in East Peoria. However, the City of Peoria is entitled to benefit of its bargain under the Intergovernmental Agreement and its statutory rights

under the Act. Per the Act and the Intergovernmental Agreement, the new land-based casino and related operations must be located within the corporate limits of the City of Peoria (and not East Peoria). If Boyd is not prepared to develop land-based gaming and related facilities in Peoria, we ask that the IGB require Boyd to sell the Par-A-Dice gaming license to another casino operator that is prepared to develop a land-based gaming facility in Peoria.

The City of Peoria thanks you for your attention to this matter.

Sincerely,



Rita Ali, Mayor

Enclosures:

- (1) Intergovernmental Agreement
- (2) Minutes of Special Meeting of the IGB, January 15, 1991
- (3) Transcript of Representative Spain's 2019 remarks to the Illinois Legislature

cc: Patrick Urich, City Manager  
Patrick Hayes, Corporation Counsel  
John S. Elias, Special Counsel to City of Peoria

825-0019.4

INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the Administrator of the Illinois Gaming Board recommended on November 27, 1990 preliminary approval of a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the City of Peoria and the City of East Peoria acting through their respective Councils do now desire to enter into an intergovernmental agreement setting forth the terms and conditions under which the two cities will share in the benefits of riverboat gambling in the Greater Peoria Area;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. After the City of East Peoria recovers its costs as set forth in paragraph 2 below and the City of Peoria recovers its investment in "The

Boatworks" as set forth in paragraph 3 below, gambling tax revenues as defined herein shall be shared as set forth here:

A. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used.

B. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used.

C. Ten percent (10%) of all gambling tax revenues shall be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River. Specific projects shall require mutual consent.

2. Before any gambling tax revenue shall be shared pursuant to the formula set forth in paragraph 1 above, the City of East Peoria shall first be allowed to recoup its costs described as follows:

A. Cost of infrastructure improvements, together with all necessary legal and engineering costs, assumed by the City of East Peoria under a development agreement with the Greater Peoria Riverboat Corporation and generally limited to:

i. Upgrading access from State Route 116 by extending and improving the access road into the interior of the property approximately 1,000 feet and across an existing drainage ditch. Said roadway shall consist of non-reinforced 8" PCC pavement with a joint spacing of 20', curb and gutter, type B-6.12, necessary grading and drainage struc-

tures, including storm sewers. The roadway shall be 54' FF.

ii. Providing improvement of and signalization at the intersection of State Route 116 and the access point which services the property.

iii. Providing 8" water main with fire hydrant(s) as appropriate 1,000 feet into the property.

iv. Providing sanitary sewer with lift station as appropriate 1,000 feet into the property.

B. Legal and other out-of-pocket costs, unrelated to infrastructure improvements, incurred by the City of East Peoria in efforts to accomplish the docking of a riverboat casino in East Peoria in an amount not to exceed \$75,000.

3. Before any gambling tax revenues shall be shared pursuant to the formula set forth in paragraph 1 above, the City of Peoria shall first be allowed to recoup an investment of Two Hundred Thousand Dollars (\$200,000) made in "The Boatworks". Therefore, the first Four Hundred Thousand Dollars (\$400,000) of gambling tax revenue shall be distributed equally between the cities, with the result that the City of Peoria shall recoup a \$200,000 investment made in "The Boatworks" and the City of East Peoria shall recoup \$200,000 of the cost described in paragraph 2 above. Thereafter, each dollar of gambling tax revenue shall be applied against the remaining City of East Peoria cost until all costs described in paragraph 2 above have been recouped. Once the City of East Peoria has recouped all such costs, additional gambling tax revenues shall thereafter be shared pursuant to the formula set forth in paragraph 1 above.

4. The municipality receiving gambling tax revenues as defined herein shall within thirty (30) days transfer to the other municipality or joint development fund such portion as the other municipality or joint development fund is entitled to hereunder. A receiving municipality shall maintain a record of receipts of gambling tax revenues and shall make such records reasonably available to the other municipality. Interest earned shall be distributed in the same proportion as the distribution of gambling tax revenues and in a timely manner.

5. All riverboat casino operations shall be docked in East Peoria, except as provided in paragraphs 9 and 11 below.

6. All land-based casino operations shall be in Peoria. However, any land-based casino operation in Peoria prior to January 1, 1997 shall require the formal approval of the Council of the City of East Peoria.

7. Should the statutes and the rules of the Illinois Gaming Board permit gambling aboard a riverboat casino which is moored, as opposed to being on an excursion, then such gambling aboard a riverboat casino which is moored and not on an excursion may occur in either Peoria or East Peoria.

8. Should the statutes and the rules of the Illinois Gaming Board permit, then at the discretion of the licensee, passengers may board and de-board a riverboat casino in the City of Peoria, but the City of East Peoria shall remain the docking site, except as provided for in paragraphs 9 and 11 below.

9. Assuming approval by the Illinois Gaming Board, at the discretion of the licensee, a second riverboat casino authorized under the license of Greater Peoria Riverboat Corporation may be docked in the City of Peoria, providing the original riverboat (or its replacement) has not been able to handle the passenger demand. In no event shall such a second riverboat docked in the City

of Peoria have a larger capacity than or amenities superior to the original riverboat (or its replacement). The City of East Peoria shall remain the primary docking site and should there be such a second riverboat docking in Peoria, it must be to handle overflow, not to supplant the East Peoria docked riverboat.

10. "Gambling tax revenues" as used herein shall include all direct revenues from a gambling operation received by either municipality, whether the gambling occurs during a riverboat casino excursion, while a riverboat casino is moored or at a shore-based casino. Such gambling tax revenues shall not include any revenues from Peoria's off-track betting parlor or any revenues derived from municipal retailers' occupation tax or any HRA tax (hotel, restaurant, amusement tax) or such similar non-direct taxes not directly derived from gambling.

11. The City of Peoria shall not authorize or approve the docking of a riverboat casino in the City of Peoria prior to January 1, 1997, except under the license of Greater Peoria Riverboat Corporation and subject to the conditions found in paragraph 9.

12. The City of East Peoria shall through a development agreement require the Greater Peoria Riverboat Corporation to coordinate efforts to assure operation of convenient and safe shuttle service by land and/or water between the docking site and "The Boatworks" located in Peoria.

13. The City of East Peoria shall encourage the continuation of "The Boatworks" as a viable riverfront feature integral to Peoria's development.

14. The City of Peoria shall encourage the redevelopment of the Wallace Station as integral to the Greater Peoria Area long term economic goals.

15. Each City shall encourage the licensee to work with the local Private Industry Councils (PICs) to increase the availability of jobs to unemployed and underemployed persons. The City of East Peoria shall consistent with §7(b)(4) of the Riverboat Gambling Act and all other applicable statutes, through a development agreement, require the Greater Peoria Riverboat Corporation to establish a good faith affirmative action plan to recruit, train and upgrade minorities in all employment classifications.

16. Whenever reference is made in the numbered paragraphs of this Intergovernmental Agreement to the "Greater Peoria Riverboat Corporation", the term as used in any such numbered paragraph shall include all successors and assigns and any other owner licensed to operate a riverboat casino docked in the City of East Peoria.

17. In the interests of the entire Greater Peoria Area, the City of Peoria and the City of East Peoria pledge to cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of this Intergovernmental Agreement as soon as possible and to otherwise ensure compliance with all other provisions of this Intergovernmental Agreement.

18. In October of each year, commencing in October of 1992, officials of each municipality shall meet for the purpose of reviewing application of this Intergovernmental Agreement, including, but not limited to, the process of sharing gambling tax revenues hereunder, specific projects as referenced in paragraph 1C and other matters relevant to the Illinois River. It shall be consistent with the spirit of this Intergovernmental Agreement for such annual meetings to be utilized to discuss any other matter of mutual concern to the City of Peoria and the City of East Peoria.

19. If any provision of this Intergovernmental Agreement or any section, sentence, clause or word where the application thereof in any circumstance is held invalid, the validity of the remainder of this Intergovernmental Agreement and the application of such provision, section, sentence, clause or word in other circumstance shall not be affected thereby. Each city shall execute, acknowledge and deliver such additional documents, writings or assurances as the other city may periodically require so as to give full force and effect to the terms and provisions of this Intergovernmental Agreement. As appropriate, both cities shall extend all reasonable good faith efforts to assist the other city to achieve the goals and objectives generally defined herein.

20. In addition to incorporating into a development agreement with Greater Peoria Riverboat Corporation the specific requirements referenced in paragraphs 12 and 15 above, the City of East Peoria shall to the extent possible seek the licensee's cooperation with respect to all other provisions of this Intergovernmental Agreement and shall make this Intergovernmental Agreement an attachment to said development agreement.

21. The terms and conditions set forth in this Intergovernmental Agreement supercede all prior oral understandings and constitute the entire agreement between the cities.

22. This Intergovernmental Agreement shall be enforceable in any court of competent jurisdiction by either of the cities, by appropriate action at law or equity to secure the performance of the covenants herein contained, and the prevailing city shall be entitled to costs, including reasonable attorney's fees.

23. The laws of the State of Illinois shall govern the validity, interpretation and administration of this Intergovernmental Agreement.

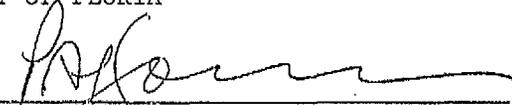
24. This Intergovernmental Agreement shall be effective immediately upon execution and terminate upon occurrence of either of the following:

A. The failure of Greater Peoria Riverboat Corporation by December 31, 1991 to gain approval of a preliminary finding of suitability following financial review and review of alternate investors or the final denial by the Illinois Gaming Board of the Greater Peoria Riverboat Corporation license application.

B. The cessation of casino operations in both cities. "Cessation" shall mean a period of 24 consecutive months, commencing subsequent to January 1, 1992, without any regular gambling occurring at a casino, whether aboard a riverboat or shore-based.

CITY OF PEORIA

CITY OF EAST PEORIA

By   
Peter A. Korn, City Manager

By   
Richard W. Dodson, Mayor

ATTEST:  
  
Mary L. Haynes, City Clerk

ATTEST:  
  
Robert L. Arnold, City Clerk

DATE: 1-15-91

DATE: 1-28-91

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

ORDINANCE NO. 2479

AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the Illinois Gaming Board on January 15, 1991 gave preliminary approval to a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, said preliminary approval is conditioned upon execution of an intergovernmental agreement between the City of Peoria and the City of East Peoria; and

WHEREAS, the City of Peoria at a special meeting of the Council of the City of Peoria on January 14, 1991 approved an intergovernmental agreement, a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Council of the City of East Peoria finds that entering into an intergovernmental agreement is in the best interests of the City and would further the general health, safety and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The City Council hereby finds and determines that all the recitals contained in the preambles to this Ordinance are full, true and correct and such recitals are incorporated into this Ordinance by this reference.

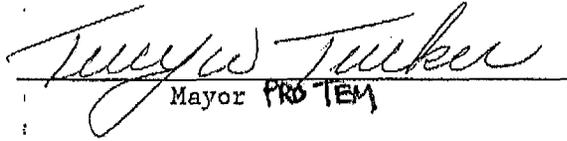
Section 2. That the intergovernmental agreement attached hereto and incorporated herein as "Exhibit A" is hereby approved. The Mayor and City Clerk are hereby authorized and directed, respectively, to execute and attest the said Intergovernmental Agreement To Share The Benefits Of Riverboat Casino Gambling

In The Greater Peoria Area on behalf of the City of East Peoria and to exchange executed copies with the City of Peoria.

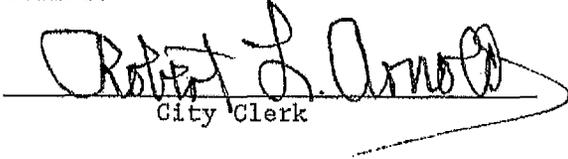
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 22ND DAY OF JANUARY, 1991.

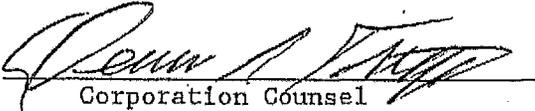
APPROVED:

  
Mayor PRO TEM

ATTEST:

  
City Clerk

EXAMINED AND APPROVED:

  
Corporation Counsel

Minutes of Special Meeting  
Illinois Gaming Board  
January 15, 1991

A Special Meeting of the Illinois Gaming Board was held at 10:00 a.m. on January 15, 1991, at 300 West Jefferson Street, Springfield, Illinois. the meeting was called by Chairman William J. Kunkle, Jr., and notice was duly and timely given to each Board member and to the general public in conformity with Section 2.02 of the Illinois Open Meetings Act.

The following Board members were present: William J. Kunkle, Jr., Chairman; and Members William Chamblin, Robert Gibson, J. Thomas Johnson, and Raymond Niepert.

Also present were Morton E. Friedman, Administrator; Donna More, Chief Legal Counsel; Joseph McQuaid, Deputy Administrator for Enforcement; J. Thomas Hutchison, Deputy Administrator for Finance; Gaming Officer Commanders Larry Doiron, Roger Shiels, Tom Biebel, William Eder; James Nelson, Assistant for Public Affairs and Acting Secretary of the Board; the media and the general public.

The meeting was called to order by Chairman Kunkle at 10:01 a.m. Mr. Nelson acted as Secretary of the meeting.

The first order of business was approval of the minutes of the Board meeting held on November 26 and 27, 1990. There were numerous typographical and stylistic corrections offered by the members and staff. Mr. Johnson moved and Mr. Chamblin seconded a motion to accept the minutes as amended. Chairman Kunkle called for the yeas and nays. The motion was approved by voice vote of all members.

The next order of business was to consider the postponed consideration of a license application for the Illinois River, South of Marshall County, Illinois. With leave of the body, the Administrator called upon Mr. Forest Miles, attorney for applicant Greater Peoria Riverboat Development Corporation to make the applicant's presentation to the Board.

Mr. Miles stated that the Greater Peoria Riverboat Corporation has reached an agreement with Boatworks Incorporated to combine their applications and that the Cities of Peoria and East Peoria have reached an intergovernmental agreement that will benefit both sides of the river. He also stated that Mr. Berglund of the applicant will be working with Alderman James Polk of Peoria on a specific Affirmative Action plan that will govern the employment requirements of the business. Mr. Miles then yielded to Mr. Dennis Triggs, City Attorney, City of East Peoria, who described the content and nature of the Intergovernmental Agreement.

Mr. Triggs first introduced city officials of the City of East Peoria who were present at the meeting. He also introduced Peoria city officials.

Mr. Triggs explained that the agreement which is designed to be acceptable to both local governments and will provide maximum benefits to both communities. He said that the City of Peoria has already ratified the agreement, but that because the City of East Peoria is a commission form of government, such agreements must "lay upon the table" for a period of one week. Mr. Triggs

stated that there are no problems anticipated with regard to East Peoria's ratification. In summary, the agreement calls for all revenues to be shared, 45% to each municipality, and 10% to a joint development fund of which 50% will be used by each entity for riverfront development with mutual consent of the parties.

The docking site as detailed in the original application will be located in East Peoria and permits passenger boarding and disembarkation in Peoria at the Boatworks. The agreement further recognizes that the Boatworks is an integral part of the area and will be continued as a viable project. The agreement contemplates legislative action that would allow gaming to occur while a boat is docked and allows that such docked gaming could occur at either side of the river. The agreement also requires an affirmative action plan which will reflect the statutory requirement which while not necessary for the agreement is present to establish the public policy in support of a plan. The group has also submitted a resolution adopted by the East Peoria Mass Transit Authority stating that, consistent with existing contractual obligations with the Peoria Mass Transit Authority, mass transit service will be provided in the area for employees and patrons. There will also be shuttle service between the two communities for patrons.

Mr. Friedman asked leave for counsel for Boatworks Incorporated to address the Board. Leave was granted.

Mr. Michael Ficaro, attorney for D. James Jumer, the Boatworks incorporated, addressed the Board. Mr. Ficaro stated that the agreement will serve both the area and statute. Mr. Ficaro said that as a result of the efforts of the Administrator and other interested parties in the area, the Boatworks will become part of the Greater Peoria Riverboat Development Corporation.

Mr. Friedman asked leave of the Board for the purpose of honoring the request of Mayor Richard W. Dotson to address the Board. Leave was granted.

Mayor Dotson stated the City of East Peoria was pleased and excited to play host to a gaming operation. The Mayor pledged to make the operation a model of efficiency.

Mr. Friedman asked leave of the Board to hear from Alderman James Polk of Peoria with respect to concerns that had been expressed about affirmative action. Leave was granted.

Alderman Polk stated that the new civil rights movement should be, and is, business development for minorities. He said that it is paramount, and that indeed the agreement states, that minority participation is necessary for all to benefit. Alderman Polk reported that Mr. Berglund has agreed to begin meetings to assure minority participation not only in employment, but also in supplier businesses. Alderman Polk asked for the Board's assistance in monitoring minority participation performance.

Mr. Friedman indicated there were no further requests to address the Board and suggested the Chair entertain questions.

Chairman Kunkle asked for questions and recognized Member Johnson.

Mr. Johnson asked whether officials from the City of Peoria were present to advise the Board of that municipality's support of the proposed agreement.

In response, Mr. David L. Thomas, Corporation Counsel for the City of Peoria responded that the City Council had adopted the agreement.

Mr. Johnson asked when the East Peoria dock would be ready and when could the Gaming Board expect to see a boat in operation? Mr. Triggs responded, on behalf of the applicant, that the docking facility in East Peoria will be completed at the same time as the construction of a vessel, so that the building of a dock will not delay startup of the operation next Spring, or perhaps sooner.

Mr. Johnson asked if the boat will pick up passengers in Peoria on every trip? Mr. Triggs responded that the language of the Intergovernmental Agreement is permissive and may board and de-board (sic) passengers in Peoria, but that the demand will drive the decision of how often the boat will load in Peoria.

Mr. Johnson observed that the Board will need rulemaking to define when an excursion begin. Such rulemaking would need to reflect that the gaming portion of the cruise would last the full four hours. Mr. Triggs stated that the agreement clearly calls for East Peoria to be the primary docking facility and that the question of when an excursion begins when the boat loads in Peoria was purposely left out of the agreement.

Mr. Gibson asked if there was consideration for the future docking of a second boat in Peoria since a license would allow the owner to operate two boats? Mr. Triggs responded that the agreement recognizes that a second boat would be docked in Peoria, but a second boat would be an overflow boat and would not replace the primary boat docked in Peoria.

Mr. Johnson asked what the ownership interest of D. James Jumer was under the agreement. Mr. Triggs responded that it was less than the statutory limit.

Chairman Kunkle observed that the Board has previously found three applicants on the Mississippi River suitable for licensing, and had decided that a fourth license for a suitable applicant docking in the City of East St. Louis, Illinois would be held open in compliance with statutory mandate. The Chairman recommended that the Board retire to Executive Session. Mr. Friedman asked the Chair for leave to make some observations and his recommendation concerning the application.

Mr. Johnson reminded the Board that the statute requirement for the awarding of licenses mandates one license for the Illinois River South of Marshall County and four on the Mississippi River. He observed that the Board has already found three applicants suitable for the Mississippi River and decided to hold one license open for a suitable applicant for docking in East St. Louis. He stated that due to these circumstances, that no additional licenses for the Mississippi River could be awarded for 1991.

Mr. Friedman stated that Mr. Johnson's observation was correct, especially in light of the Board's decision that the license for East St. Louis be held as open. He stated that the statute clearly identifies that one license be awarded to an applicant on the Illinois River, South of Marshall County.

Mr. Johnson asked the Chair whether the Board had the authority to award an additional license for the Mississippi if the application for the Illinois River was not found to be suitable.

Chairman Kunkle responded that the question was not yet before the Board and that he was unable to direct an answer until the question presented itself.

The Chairman asked Mr. Friedman to present his recommendation to the Board.

Mr. Friedman stated

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101st GENERAL ASSEMBLY  
HOUSE OF REPRESENTATIVES  
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6/1/2019

a five block radius. So I'm hoping you can clear things up about what the Bill does and what your legislative intent is. Would this Bill allow a licensee to open up multiple sports betting establishments within a five block radius of a sports facility?"

Rita: "No. A sports facility, or their designee, may apply for a single Master Sports Wagering License. The Masters Sports Wagering License allows them to conduct wagering at a single location, either in the sports facility or within that five block radius."

Cassidy: "Thank you. And in Chicago, for example, would that sports betting establishment be subject to all ordinances, rules, and regulations of the City of Chicago?"

Rita: "Yes, it would."

Cassidy: "Thank you. Congratulations on landing your plane."

Speaker Turner: "Chair recognizes Representative Spain."

Spain: "Thank you, Mr. Speaker. Will the Sponsor yield?"

Speaker Turner: "Sponsor indicates that he will yield."

Spain: "Representative Rita, thank you for your incredible work for so many years on bringing this package to fruition. Obviously there are a number of gaming provisions that are incorporated now. Not only representing your many years of work to increase the number of casinos throughout the State of Illinois, but incorporating new aspects for new revenue streams related to video gaming and sports betting. So thank you so much. Part of the Bill also includes a number of other provisions that are important to our ability to pass a capital Bill to fund vertical infrastructure projects. And I want to touch on two of them that I think deserve some emphasis.

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First, we have a change to the purchase... the sales tax cap on the trade-in of items. And can you respond to some discussions that we've had with both the Farm Bureau and organizations like Caterpillar to reflect that farm implements, farm vehicles, or large pieces of heavy construction equipment would not be negatively impacted by this provision."

Rita: "Yes. We were just in committee yesterday and in the Amendment we addressed the concerns. It goes for light trucks and vehicles, not the expansive that it was before. And do you want me to go into exactly..."

Spain: "No, thank you very much."

Rita: "And it sets the floor at 10 thousand."

Spain: "Thank you, Representative. And the other component that I think is important I think has to do with the notion of sales tax parity for remote sellers. Is this the provision related to IRMA and the Wayfair case?"

Rita: "Yes."

Spain: "And am I correct that in this provision we would be moving for remote sellers away from an online use tax model to a retailer's occupation tax or a traditional sale's tax model?"

Rita: "Yes."

Spain: "Ladies and Gentlemen, I think this is very important and I'll speak to the Bill. This is a major change that is important for the future of Illinois. Not only because it reflects an ability to raise more revenue for the capital Bill, but we are also voting on a mechanism to begin the process of restoring sales tax dollars to our local community for goods purchased online. As we all know, that there is a great disparity between sales tax charged for online

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purchases, and buying the same thing, and the local brick and mortar store. Moving the remote sellers now, to a retail occupation tax, allows us to collect not only the state share of traditional sales tax dollars, but the local shares as well. So if you represent a community that has a Home Rule sales tax, county wide facilities tax, or even a school facilities referendum, those taxing bodies will enjoy additional revenue that level the playing field that really doesn't make sense anymore. That distinguishes between where something is bought, whether it's in a brick and mortar store or online. Lastly, I must respond to the issue of the casino in the Central Illinois area. And while I have nothing but the highest respect for one of the earlier speakers, this reflects a difficult situation between two communities that really goes back close to 30 years now. Many people will often ask me in representing the City of Peoria, on the Peoria City Council, how was it that the riverboat gaming location, the Paradise, happened to be located in East Peoria but not Peoria? It's a long and complicated story, but the end result was as the boat was located in East Peoria, both communities agreed to share revenues for those gaming proceeds set at 50/50 split. And in 1991, there was recognition that if the General Assembly ever authorized the ability for casinos to move to land-based, that move would take place within the City of Peoria. In fact, I'll read to you, and as we've discussed language that's included in this Bill, there have been different versions of gaming packages that we've discussed in the General Assembly for many years now. And previous versions actually made modifications to the language

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to give the City of East Peoria veto power over the provision that was long ago agreed to in 1991. I'll read to you a memo from the City of Peoria's Chief Legal Counsel. 'In 1991, the two cities agreed, in writing, that should land-based casinos become legal and the license be granted to this area, that the casino would be located in the City of Peoria. Recently, language has been included... and this is in 2012. Recently, language has been included in General Assembly Bills that would essentially give the City of East Peoria a veto over the full conversion of its river based... riverboat based casino license into a land-based casino in the City of Peoria. The intention of the language that is included in this Bill is to honor the provisions of the 1991 agreement and to offer an opportunity to increase economic development throughout the Central Illinois region with both communities continuing to share revenues from this project, if and when, a decision to move to a land-based casino would take place. Representative, I want to thank you for your work on this issue. I want to thank the General Assembly for their willingness to make important investments in vertical infrastructure throughout our state. Thank you."

Speaker Turner: "Chair recognizes Representative Demmer."

Demmer: "Thank you, Mr. Speaker. To the Bill. I would just like to point out that in addition to many of the issues that have been discussed at length here, there also is an important provision here that I think will spur new investments in many communities across the State of Illinois. And that's a provision that gives incentives for the location of data centers in Illinois. Data centers are growing across the

# EXHIBIT G



Office of the Corporation Counsel

February 4, 2025

**VIA U.S. FIRST CLASS MAIL**

Keith E. Smith, President  
Boyd Gaming Corporation  
6465 S. Rainbow Blvd.  
Las Vegas, NV 89119

Re: Par-A-Dice Gaming License; Section 7(e) of the Illinois Gambling Act; Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, as amended.

Dear Mr. Smith:

Attached is a letter from the City of Peoria, Illinois to the Illinois Gaming Board, dated February 4, 2025, (the "Peoria Letter"), summarizing certain of the City of Peoria's positions with respect to the Par-A-Dice Illinois gaming license. Capitalized terms not defined herein have the meanings set forth in the Peoria Letter.

Since at least 2019, the City of Peoria has made it known to Boyd that the City welcomes the development by Boyd of a land-based casino within the corporate limits of the City of Peoria in accordance with Section 7(e) of the Act and Sections 5 and 6 of the Intergovernmental Agreement. The City of Peoria continues to encourage Boyd to develop a land-based casino in the City of Peoria.

Under the Act, Boyd cannot legally move its Par-A-Dice casino currently located on a moored riverboat to a land-based location in the City of East Peoria; and under the Intergovernmental Agreement, the City of East Peoria cannot provide Boyd any assistance in moving its casino operation from its moored riverboat to a land-based location in the City of East Peoria. The City of Peoria intends to enforce its rights under the Act and under the Intergovernmental Agreement to the full extent permitted by law. The City of Peoria hereby puts Boyd on notice that Boyd is barred by law from interfering with the City of Peoria's rights under the Intergovernmental Agreement, by working with the City of East Peoria to establish a land-based casino in the City of East Peoria.

City Hall  
Legal Department  
419 Fulton Street, Suite 403  
Peoria, IL 61602-1217  
Phone 309.494.8590  
E-mail [phayes@peoriagov.org](mailto:phayes@peoriagov.org)

Boyd Gaming  
Page 2

The City of Peoria continues to stand ready to assist Boyd in its efforts to develop a land-based casino in the City of Peoria, in accordance with the Act and the Intergovernmental Agreement.

City of Peoria  
  
Patrick Hayes  
Corporation Counsel

Enclosure

cc: Rita Ali, Mayor  
Patrick Urich, City Manager  
John S. Elias, Special Counsel to City of Peoria

825-0028.2



## OFFICE OF MAYOR RITA ALI

February 4, 2025

**VIA U.S. FIRST CLASS MAIL AND  
VIA ELECTRONIC MAIL**

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
[marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)

Re: City of Peoria Position Regarding Par-A-Dice Casino License Operated by Boyd Gaming Corporation in East Peoria, Illinois.

Dear Administrator Fruchter:

This letter summarizes the City of Peoria's position with regard to the Par-A-Dice casino license operated by Boyd Gaming Corporation ("Boyd") in East Peoria, Illinois.

At the March 14, 2024, Illinois Gaming Board ("IGB") meeting, the IGB renewed Boyd's Par-A-Dice casino license for four years, "and further required that Par-A-Dice submit a new casino facility development project plan by March 14, 2026, unless otherwise directed by future IGB request." Indeed, Boyd's presentation to the IGB at this meeting assumed development of a new competitive gaming facility in replacement of the moored riverboat (which Boyd bought from the initial local casino owner in 1996). Boyd's presentation also discussed recent upgrades that Boyd had made to its East Peoria hotel (which Boyd had also purchased in 1996) and the development of adjacent amenities such as a steakhouse. It was also pointed out at the meeting that the contemplated new casino development would relieve Boyd from having to employ a ship captain and related riverboat staff. Taken as a whole, it is clear that Boyd's presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.

### **Land-Based Gaming Must Occur in Peoria**

As Boyd is aware (though Boyd did not mention this during the IGB meeting), any land-based casino operating under the Par-A-Dice gaming license must be located in the City of Peoria and not anywhere in East Peoria (including at existing Par-A-Dice location in East Peoria), for the following reasons:

- 2019 amendments to Sections 7(e) and (k) of the Illinois Gambling Act (the “Act”) made by P.A. 101-31 require that, (i) land-based gaming under this license must occur within the corporate limits of the City of Peoria, and (ii) riverboat gambling on the Illinois River under this license must occur in East Peoria. Thus, under the 2019 amendments to the Act, there is no authority under the Act to pursue land-based gaming in East Peoria.
- Consistent with the Act, Sections 5 and 6 and related provisions of the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, entered into by the City of Peoria and the City of East Peoria (the “Intergovernmental Agreement,” copy enclosed) provide that (i) all riverboat casino operations shall be docked in East Peoria and (ii) all land-based casino operations shall be in Peoria.

### **Background of Land-Based Provisions**

In addition to and to support the unambiguous above provisions of the Act and the Intergovernmental Agreement requiring land-based gaming under the Par-A-Dice license to occur in Peoria, it is important for the IGB to be aware of the background of these provisions.

- Then Governor Thompson announced the signing into law of the 1990 Illinois Riverboat Gambling legislation on the Spirit of Peoria riverboat, which was then docked on the City of Peoria Riverfront and operated as part of the “Peoria Boatworks” by the Jumer organization (“Jumer”).
- When the riverboat gaming license on the Illinois River in the Peoria area was made available in 1991, there were two applicants (and cities) vying for the license: Jumer, seeking to establish a riverboat on the City of Peoria side of the Illinois River, and a company owned by several well-regarded Peoria-area entrepreneurs, seeking to establish a riverboat on the East Peoria side of the Illinois River. When the parties concluded that the license (unexpectedly to some) was likely to be issued to the East Peoria applicant, in order to avoid further controversy (and perhaps litigation), the parties agreed that the gaming license would be issued by the IGB to the East Peoria applicant, with the losing Peoria applicant’s application being *combined* into the winning East Peoria application as part of a comprehensive global settlement.
- That settlement included the following key elements, among others: (a) the City of East Peoria and its East Peoria applicant were allocated the riverboat docking rights in East Peoria (and the spin-off local development); (b) the successful East Peoria applicant would (i) purchase from Jumer the “Peoria Boatworks” assets (including the Spirit of Peoria) which were all on the Peoria Riverfront, and (ii) allow Jumer to purchase up to 10% of the East Peoria applicant (which was then the percentage ownership limitation for Jumer under the Act, because Jumer was also awarded the Rock Island gaming license); (c) **as discussed earlier in this letter, the cities agreed in the Intergovernmental Agreement to designate the City of East Peoria as the home dock and the primary location for riverboat gaming and the City of Peoria as the sole location for land-based gaming (if the Act were amended in the future to authorize land-based gaming);** and (d) in the

Intergovernmental Agreement, the cities also agreed to share 50/50 the municipal percentage of gaming taxes under the Act in perpetuity, irrespective of the city in which the gaming operations were conducted. Notably, there is a requirement in the Intergovernmental Agreement that a copy of the Intergovernmental Agreement must be provided to any owner of the license to ensure that the Intergovernmental Agreement is observed.

- Thus, when the Par-A-Dice license was initially issued by the IGB in 1991, **the provisions in the Intergovernmental Agreement designating the City of Peoria as the sole location for future land-based gaming**, together with the requiring a 50/50 sharing of the municipal percentage of gaming taxes in perpetuity, irrespective of where the gaming operations were located, were by far the most important provisions to the City of Peoria in the global settlement among the cities of East Peoria and Peoria and their respective applicants.
- Prior to voting to issue the Par-A-Dice license, the IGB heard from representatives of Peoria and East Peoria and the two applicants regarding their understanding of and unanimous acceptance of the global settlement including the Intergovernmental Agreement among the cities of East Peoria and Peoria and their respective applicants. *See* the Minutes of Special Meeting of the IGB, on January 15, 1991, enclosed (in the incomplete form in which the Minutes are available on the IGB website).
- Representative Spain's remarks before the Illinois House in 2019 at the time of enactment of the 2019 amendments to the Act refers to the appropriateness of the amendments to the licensing provisions set forth in Section 7(e) and (k) of the Act to prevent East Peoria's representatives from attempting to revise the Act's licensing provisions to in effect veto Peoria's exclusive land-based gaming rights under the Intergovernmental Agreement. A transcript of Representative Spain's remarks is also enclosed (*see* in particular pgs. 117-118).
- Finally, it is important to note that it would be frivolous for Boyd or the City of East Peoria to attempt to manipulate the definition of "riverboat" and/or "land-based" for purposes of the above provisions of the Intergovernmental Agreement and the Act that are at issue. The literal words, history, and context of the Intergovernmental Agreement and the Act are all very clear. It is, and always has been, the intention of all concerned that if Par-A-Dice gaming operations were to move off of the existing moored vessel in East Peoria to a facility on land, those land-based operations must be located in Peoria.

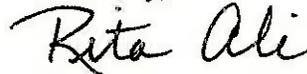
### **City of Peoria Bottom Line and Conclusion**

The City of Peoria applauds the IGB's apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities. The IGB should not allow Boyd to continue to short-change Peoria area economic development by (indefinitely) operating its licensed gaming activities on a more than thirty (30) year old, first-generation moored riverboat in East Peoria. However, the City of Peoria is entitled to benefit of its bargain under the Intergovernmental Agreement and its statutory rights

under the Act. Per the Act and the Intergovernmental Agreement, the new land-based casino and related operations must be located within the corporate limits of the City of Peoria (and not East Peoria). If Boyd is not prepared to develop land-based gaming and related facilities in Peoria, we ask that the IGB require Boyd to sell the Par-A-Dice gaming license to another casino operator that is prepared to develop a land-based gaming facility in Peoria.

The City of Peoria thanks you for your attention to this matter.

Sincerely,



Rita Ali, Mayor

Enclosures:

- (1) Intergovernmental Agreement
- (2) Minutes of Special Meeting of the IGB, January 15, 1991
- (3) Transcript of Representative Spain's 2019 remarks to the Illinois Legislature

cc: Patrick Urich, City Manager  
Patrick Hayes, Corporation Counsel  
John S. Elias, Special Counsel to City of Peoria

825-0019.4

INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the Administrator of the Illinois Gaming Board recommended on November 27, 1990 preliminary approval of a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the City of Peoria and the City of East Peoria acting through their respective Councils do now desire to enter into an intergovernmental agreement setting forth the terms and conditions under which the two cities will share in the benefits of riverboat gambling in the Greater Peoria Area;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. After the City of East Peoria recovers its costs as set forth in paragraph 2 below and the City of Peoria recovers its investment in "The

Boatworks" as set forth in paragraph 3 below, gambling tax revenues as defined herein shall be shared as set forth here:

A. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used.

B. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used.

C. Ten percent (10%) of all gambling tax revenues shall be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River. Specific projects shall require mutual consent.

2. Before any gambling tax revenue shall be shared pursuant to the formula set forth in paragraph 1 above, the City of East Peoria shall first be allowed to recoup its costs described as follows:

A. Cost of infrastructure improvements, together with all necessary legal and engineering costs, assumed by the City of East Peoria under a development agreement with the Greater Peoria Riverboat Corporation and generally limited to:

i. Upgrading access from State Route 116 by extending and improving the access road into the interior of the property approximately 1,000 feet and across an existing drainage ditch. Said roadway shall consist of non-reinforced 8" PCC pavement with a joint spacing of 20', curb and gutter, type B-6.12, necessary grading and drainage struc-

tures, including storm sewers. The roadway shall be 54' FF.

ii. Providing improvement of and signalization at the intersection of State Route 116 and the access point which services the property.

iii. Providing 8" water main with fire hydrant(s) as appropriate 1,000 feet into the property.

iv. Providing sanitary sewer with lift station as appropriate 1,000 feet into the property.

B. Legal and other out-of-pocket costs, unrelated to infrastructure improvements, incurred by the City of East Peoria in efforts to accomplish the docking of a riverboat casino in East Peoria in an amount not to exceed \$75,000.

3. Before any gambling tax revenues shall be shared pursuant to the formula set forth in paragraph 1 above, the City of Peoria shall first be allowed to recoup an investment of Two Hundred Thousand Dollars (\$200,000) made in "The Boatworks". Therefore, the first Four Hundred Thousand Dollars (\$400,000) of gambling tax revenue shall be distributed equally between the cities, with the result that the City of Peoria shall recoup a \$200,000 investment made in "The Boatworks" and the City of East Peoria shall recoup \$200,000 of the cost described in paragraph 2 above. Thereafter, each dollar of gambling tax revenue shall be applied against the remaining City of East Peoria cost until all costs described in paragraph 2 above have been recouped. Once the City of East Peoria has recouped all such costs, additional gambling tax revenues shall thereafter be shared pursuant to the formula set forth in paragraph 1 above.

4. The municipality receiving gambling tax revenues as defined herein shall within thirty (30) days transfer to the other municipality or joint development fund such portion as the other municipality or joint development fund is entitled to hereunder. A receiving municipality shall maintain a record of receipts of gambling tax revenues and shall make such records reasonably available to the other municipality. Interest earned shall be distributed in the same proportion as the distribution of gambling tax revenues and in a timely manner.

5. All riverboat casino operations shall be docked in East Peoria, except as provided in paragraphs 9 and 11 below.

6. All land-based casino operations shall be in Peoria. However, any land-based casino operation in Peoria prior to January 1, 1997 shall require the formal approval of the Council of the City of East Peoria.

7. Should the statutes and the rules of the Illinois Gaming Board permit gambling aboard a riverboat casino which is moored, as opposed to being on an excursion, then such gambling aboard a riverboat casino which is moored and not on an excursion may occur in either Peoria or East Peoria.

8. Should the statutes and the rules of the Illinois Gaming Board permit, then at the discretion of the licensee, passengers may board and de-board a riverboat casino in the City of Peoria, but the City of East Peoria shall remain the docking site, except as provided for in paragraphs 9 and 11 below.

9. Assuming approval by the Illinois Gaming Board, at the discretion of the licensee, a second riverboat casino authorized under the license of Greater Peoria Riverboat Corporation may be docked in the City of Peoria, providing the original riverboat (or its replacement) has not been able to handle the passenger demand. In no event shall such a second riverboat docked in the City

of Peoria have a larger capacity than or amenities superior to the original riverboat (or its replacement). The City of East Peoria shall remain the primary docking site and should there be such a second riverboat docking in Peoria, it must be to handle overflow, not to supplant the East Peoria docked riverboat.

10. "Gambling tax revenues" as used herein shall include all direct revenues from a gambling operation received by either municipality, whether the gambling occurs during a riverboat casino excursion, while a riverboat casino is moored or at a shore-based casino. Such gambling tax revenues shall not include any revenues from Peoria's off-track betting parlor or any revenues derived from municipal retailers' occupation tax or any HRA tax (hotel, restaurant, amusement tax) or such similar non-direct taxes not directly derived from gambling.

11. The City of Peoria shall not authorize or approve the docking of a riverboat casino in the City of Peoria prior to January 1, 1997, except under the license of Greater Peoria Riverboat Corporation and subject to the conditions found in paragraph 9.

12. The City of East Peoria shall through a development agreement require the Greater Peoria Riverboat Corporation to coordinate efforts to assure operation of convenient and safe shuttle service by land and/or water between the docking site and "The Boatworks" located in Peoria.

13. The City of East Peoria shall encourage the continuation of "The Boatworks" as a viable riverfront feature integral to Peoria's development.

14. The City of Peoria shall encourage the redevelopment of the Wallace Station as integral to the Greater Peoria Area long term economic goals.

15. Each City shall encourage the licensee to work with the local Private Industry Councils (PICs) to increase the availability of jobs to unemployed and underemployed persons. The City of East Peoria shall consistent with §7(b)(4) of the Riverboat Gambling Act and all other applicable statutes, through a development agreement, require the Greater Peoria Riverboat Corporation to establish a good faith affirmative action plan to recruit, train and upgrade minorities in all employment classifications.

16. Whenever reference is made in the numbered paragraphs of this Intergovernmental Agreement to the "Greater Peoria Riverboat Corporation", the term as used in any such numbered paragraph shall include all successors and assigns and any other owner licensed to operate a riverboat casino docked in the City of East Peoria.

17. In the interests of the entire Greater Peoria Area, the City of Peoria and the City of East Peoria pledge to cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of this Intergovernmental Agreement as soon as possible and to otherwise ensure compliance with all other provisions of this Intergovernmental Agreement.

18. In October of each year, commencing in October of 1992, officials of each municipality shall meet for the purpose of reviewing application of this Intergovernmental Agreement, including, but not limited to, the process of sharing gambling tax revenues hereunder, specific projects as referenced in paragraph 10 and other matters relevant to the Illinois River. It shall be consistent with the spirit of this Intergovernmental Agreement for such annual meetings to be utilized to discuss any other matter of mutual concern to the City of Peoria and the City of East Peoria.

19. If any provision of this Intergovernmental Agreement or any section, sentence, clause or word where the application thereof in any circumstance is held invalid, the validity of the remainder of this Intergovernmental Agreement and the application of such provision, section, sentence, clause or word in other circumstance shall not be affected thereby. Each city shall execute, acknowledge and deliver such additional documents, writings or assurances as the other city may periodically require so as to give full force and effect to the terms and provisions of this Intergovernmental Agreement. As appropriate, both cities shall extend all reasonable good faith efforts to assist the other city to achieve the goals and objectives generally defined herein.

20. In addition to incorporating into a development agreement with Greater Peoria Riverboat Corporation the specific requirements referenced in paragraphs 12 and 15 above, the City of East Peoria shall to the extent possible seek the licensee's cooperation with respect to all other provisions of this Intergovernmental Agreement and shall make this Intergovernmental Agreement an attachment to said development agreement.

21. The terms and conditions set forth in this Intergovernmental Agreement supercede all prior oral understandings and constitute the entire agreement between the cities.

22. This Intergovernmental Agreement shall be enforceable in any court of competent jurisdiction by either of the cities, by appropriate action at law or equity to secure the performance of the covenants herein contained, and the prevailing city shall be entitled to costs, including reasonable attorney's fees.

23. The laws of the State of Illinois shall govern the validity, interpretation and administration of this Intergovernmental Agreement.

24. This Intergovernmental Agreement shall be effective immediately upon execution and terminate upon occurrence of either of the following:

A. The failure of Greater Peoria Riverboat Corporation by December 31, 1991 to gain approval of a preliminary finding of suitability following financial review and review of alternate investors or the final denial by the Illinois Gaming Board of the Greater Peoria Riverboat Corporation license application.

B. The cessation of casino operations in both cities. "Cessation" shall mean a period of 24 consecutive months, commencing subsequent to January 1, 1992, without any regular gambling occurring at a casino, whether aboard a riverboat or shore-based.

CITY OF PEORIA

CITY OF EAST PEORIA

By

*Pezer A. Korn*  
Pezer A. Korn, City Manager

By

*Richard W. Dodson*  
Richard W. Dodson, Mayor

ATTEST:

ATTEST:

*Mary L. Haynes*  
Mary L. Haynes, City Clerk

*Robert L. Arnold*  
Robert L. Arnold, City Clerk

DATE:

1-15-91

DATE:

1-28-91

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

ORDINANCE NO. 2479

AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the Illinois Gaming Board on January 15, 1991 gave preliminary approval to a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, said preliminary approval is conditioned upon execution of an intergovernmental agreement between the City of Peoria and the City of East Peoria; and

WHEREAS, the City of Peoria at a special meeting of the Council of the City of Peoria on January 14, 1991 approved an intergovernmental agreement, a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Council of the City of East Peoria finds that entering into an intergovernmental agreement is in the best interests of the City and would further the general health, safety and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The City Council hereby finds and determines that all the recitals contained in the preambles to this Ordinance are full, true and correct and such recitals are incorporated into this Ordinance by this reference.

Section 2. That the intergovernmental agreement attached hereto and incorporated herein as "Exhibit A" is hereby approved. The Mayor and City Clerk are hereby authorized and directed, respectively, to execute and attest the said Intergovernmental Agreement To Share The Benefits Of Riverboat Casino Gambling

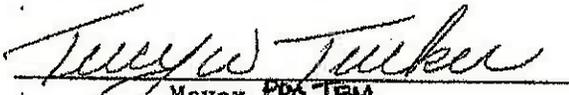
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In The Greater Peoria Area on behalf of the City of East Peoria and to exchange executed copies with the City of Peoria.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 22ND DAY OF JANUARY, 1991.

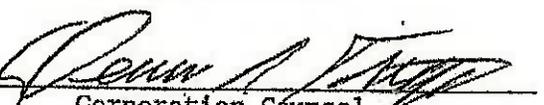
APPROVED:

  
Mayor PRO TEM

ATTEST:

  
City Clerk

EXAMINED AND APPROVED:

  
Corporation Counsel

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

Minutes of Special Meeting  
Illinois Gaming Board  
January 15, 1991

A Special Meeting of the Illinois Gaming Board was held at 10:00 a.m. on January 15, 1991, at 300 West Jefferson Street, Springfield, Illinois. The meeting was called by Chairman William J. Kunkle, Jr., and notice was duly and timely given to each Board member and to the general public in conformity with Section 2.02 of the Illinois Open Meetings Act.

The following Board members were present: William J. Kunkle, Jr., Chairman; and Members William Chamblin, Robert Gibson, J. Thomas Johnson, and Raymond Niepert.

Also present were Morton E. Friedman, Administrator; Donna More, Chief Legal Counsel; Joseph McQuaid, Deputy Administrator for Enforcement; J. Thomas Hutchison, Deputy Administrator for Finance; Gaming Officer Commanders Larry Doiron, Roger Shiels, Tom Biebel, William Eder; James Nelson, Assistant for Public Affairs and Acting Secretary of the Board; the media and the general public.

The meeting was called to order by Chairman Kunkle at 10:01 a.m. Mr. Nelson acted as Secretary of the meeting.

The first order of business was approval of the minutes of the Board meeting held on November 26 and 27, 1990. There were numerous typographical and stylistic corrections offered by the members and staff. Mr. Johnson moved and Mr. Chamblin seconded a motion to accept the minutes as amended. Chairman Kunkle called for the yeas and nays. The motion was approved by voice vote of all members.

The next order of business was to consider the postponed consideration of a license application for the Illinois River, South of Marshall County, Illinois. With leave of the body, the Administrator called upon Mr. Forest Miles, attorney for applicant Greater Peoria Riverboat Development Corporation to make the applicant's presentation to the Board.

Mr. Miles stated that the Greater Peoria Riverboat Corporation has reached an agreement with Boatworks Incorporated to combine their applications and that the Cities of Peoria and East Peoria have reached an intergovernmental agreement that will benefit both sides of the river. He also stated that Mr. Berglund of the applicant will be working with Alderman James Polk of Peoria on a specific Affirmative Action plan that will govern the employment requirements of the business. Mr. Miles then yielded to Mr. Dennis Triggs, City Attorney, City of East Peoria, who described the content and nature of the Intergovernmental Agreement.

Mr. Triggs first introduced city officials of the City of East Peoria who were present at the meeting. He also introduced Peoria city officials.

Mr. Triggs explained that the agreement which is designed to be acceptable to both local governments and will provide maximum benefits to both communities. He said that the City of Peoria has already ratified the agreement, but that because the City of East Peoria is a commission form of government, such agreements must "lay upon the table" for a period of one week. Mr. Triggs

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stated that there are no problems anticipated with regard to East Peoria's ratification. In summary, the agreement calls for all revenues to be shared, 45% to each municipality, and 10% to a joint development fund of which 50% will be used by each entity for riverfront development with mutual consent of the parties.

The docking site as detailed in the original application will be located in East Peoria and permits passenger boarding and disembarkation in Peoria at the Boatworks. The agreement further recognizes that the Boatworks is an integral part of the area and will be continued as a viable project. The agreement contemplates legislative action that would allow gaming to occur while a boat is docked and allows that such docked gaming could occur at either side of the river. The agreement also requires an affirmative action plan which will reflect the statutory requirement which while not necessary for the agreement is present to establish the public policy in support of a plan. The group has also submitted a resolution adopted by the East Peoria Mass Transit Authority stating that, consistent with existing contractual obligations with the Peoria Mass Transit Authority, mass transit service will be provided in the area for employees and patrons. There will also be shuttle service between the two communities for patrons.

Mr. Friedman asked leave for counsel for Boatworks Incorporated to address the Board. Leave was granted.

Mr. Michael Ficaro, attorney for D. James Jumer, the Boatworks incorporated, addressed the Board. Mr. Ficaro stated that the agreement will serve both the area and statute. Mr. Ficaro said that as a result of the efforts of the Administrator and other interested parties in the area, the Boatworks will become part of the Greater Peoria Riverboat Development Corporation.

Mr. Friedman asked leave of the Board for the purpose of honoring the request of Mayor Richard W. Dotson to address the Board. Leave was granted.

Mayor Dotson stated the City of East Peoria was pleased and excited to play host to a gaming operation. The Mayor pledged to make the operation a model of efficiency.

Mr. Friedman asked leave of the Board to hear from Alderman James Polk of Peoria with respect to concerns that had been expressed about affirmative action. Leave was granted.

Alderman Polk stated that the new civil rights movement should be, and is, business development for minorities. He said that it is paramount, and that indeed the agreement states, that minority participation is necessary for all to benefit. Alderman Polk reported that Mr. Berglund has agreed to begin meetings to assure minority participation not only in employment, but also in supplier businesses. Alderman Polk asked for the Board's assistance in monitoring minority participation performance.

Mr. Friedman indicated there were no further requests to address the Board and suggested the Chair entertain questions.

Chairman Kunkle asked for questions and recognized Member Johnson.

Mr. Johnson asked whether officials from the City of Peoria were present to advise the Board of that municipality's support of the proposed agreement.

In response, Mr. David L. Thomas, Corporation Counsel for the City of Peoria responded that the City Council had adopted the agreement.

Mr. Johnson asked when the East Peoria dock would be ready and when could the Gaming Board expect to see a boat in operation? Mr. Triggs responded, on behalf of the applicant, that the docking facility in East Peoria will be completed at the same time as the construction of a vessel, so that the building of a dock will not delay startup of the operation nex Spring, or perhaps sooner.

Mr. Johnson asked if the boat will pick up passengers in Peoria on every trip? Mr. Triggs responded that the language of the Intergovernmental Agreement is permissive and may board and de-board (sic) passengers in Peoria, but that the demand will drive the decision of how often the boat will load in Peoria.

Mr. Johnson observed that the Board will need rulemaking to define when an excursion begin. Such rulemaking would need to reflect that the gaming portion of the cruise would last the full four hours. Mr. Triggs stated that the agreement clearly calls for East Peoria to be the primary docking facility and that the question of when an excursion begins when the boat loads in Peoria was purposely left out of the agreement.

Mr. Gibson asked if there was consideration for the future docking of a second boat in Peoria since a license would allow the owner to operate two boats? Mr. Triggs responded that the agreement recognizes that a second boat would be docked in Peoria, but a second boat would be an overflow boat and would not replace the primary boat docked in Peoria.

Mr. Johnson asked what the ownership interest of D. James Jumer was under the agreement. Mr. Triggs responded that it was less that the statutory limit.

Chairman Kunkle observed that the Board has previously found three applicants on the Mississippi River suitable for licensing, and had decided that a forth license for a suitable applicant docking in the City of East St. Louis, Illinois would be held open in compliance with statutory mandate. The Chairman recommended that the Board retire to Executive Session. Mr. Friedman asked the Chair for leave to make some observations and his recommendation concerning the application.

Mr. Johnson reminded the Board that the statute requirement for the awarding of licenses mandates one license for the Illinois River South of Marshall County and four on the Mississippi River. He observed that the Board has already found three applicants suitable for the Mississippi River and decided to hold one license open for a suitable applicant for docking in East St. Louis. He stated that due to these circumstances, that no additional licenses for the Mississippi River could be awarded for 1991.

Mr. Friedman stated that Mr. Johnson's observation was correct, especially in light of the Board's decision that the license for East St. Louis be held as open. He stated that the statute clearly identifies that one license be awarded to an applicant on the Illinois River, South of Marshall County.

Mr. Johnson asked the Chair whether the Board had the authority to award an additional license for the Mississippi if the application for the Illinois River was not found to be suitable.

Chairman Kunkle responded that the question was not yet before the Board and that he was unable to direct an answer until the question presented itself.

The Chairman asked Mr. Friedman to present his recommendation to the Board.

Mr. Friedman stated

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a five block radius. So I'm hoping you can clear things up about what the Bill does and what your legislative intent is. Would this Bill allow a licensee to open up multiple sports betting establishments within a five block radius of a sports facility?"

Rita: "No. A sports facility, or their designee, may apply for a single Master Sports Wagering License. The Masters Sports Wagering License allows them to conduct wagering at a single location, either in the sports facility or within that five block radius."

Cassidy: "Thank you. And in Chicago, for example, would that sports betting establishment be subject to all ordinances, rules, and regulations of the City of Chicago?"

Rita: "Yes, it would."

Cassidy: "Thank you. Congratulations on landing your plane."

Speaker Turner: "Chair recognizes Representative Spain."

Spain: "Thank you, Mr. Speaker. Will the Sponsor yield?"

Speaker Turner: "Sponsor indicates that he will yield."

Spain: "Representative Rita, thank you for your incredible work for so many years on bringing this package to fruition. Obviously there are a number of gaming provisions that are incorporated now. Not only representing your many years of work to increase the number of casinos throughout the State of Illinois, but incorporating new aspects for new revenue streams related to video gaming and sports betting. So thank you so much. Part of the Bill also includes a number of other provisions that are important to our ability to pass a capital Bill to fund vertical infrastructure projects. And I want to touch on two of them that I think deserve some emphasis.

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First, we have a change to the purchase... the sales tax cap on the trade-in of items. And can you respond to some discussions that we've had with both the Farm Bureau and organizations like Caterpillar to reflect that farm implements, farm vehicles, or large pieces of heavy construction equipment would not be negatively impacted by this provision."

Rita: "Yes. We were just in committee yesterday and in the Amendment we addressed the concerns. It goes for light trucks and vehicles, not the expansive that it was before. And do you want me to go into exactly..."

Spain: "No, thank you very much."

Rita: "And it sets the floor at 10 thousand."

Spain: "Thank you, Representative. And the other component that I think is important I think has to do with the notion of sales tax parity for remote sellers. Is this the provision related to IRMA and the Wayfair case?"

Rita: "Yes."

Spain: "And am I correct that in this provision we would be moving for remote sellers away from an online use tax model to a retailer's occupation tax or a traditional sale's tax model?"

Rita: "Yes."

Spain: "Ladies and Gentlemen, I think this is very important and I'll speak to the Bill. This is a major change that is important for the future of Illinois. Not only because it reflects an ability to raise more revenue for the capital Bill, but we are also voting on a mechanism to begin the process of restoring sales tax dollars to our local community for goods purchased online. As we all know, that there is a great disparity between sales tax charged for online

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purchases, and buying the same thing, and the local brick and mortar store. Moving the remote sellers now, to a retail occupation tax, allows us to collect not only the state share of traditional sales tax dollars, but the local shares as well. So if you represent a community that has a Home Rule sales tax, county wide facilities tax, or even a school facilities referendum, those taxing bodies will enjoy additional revenue that level the playing field that really doesn't make sense anymore. That distinguishes between where something is bought, whether it's in a brick and mortar store or online. Lastly, I must respond to the issue of the casino in the Central Illinois area. And while I have nothing but the highest respect for one of the earlier speakers, this reflects a difficult situation between two communities that really goes back close to 30 years now. Many people will often ask me in representing the City of Peoria, on the Peoria City Council, how was it that the riverboat gaming location, the Paradise, happened to be located in East Peoria but not Peoria? It's a long and complicated story, but the end result was as the boat was located in East Peoria, both communities agreed to share revenues for those gaming proceeds set at 50/50 split. And in 1991, there was recognition that if the General Assembly ever authorized the ability for casinos to move to land-based, that move would take place within the City of Peoria. In fact, I'll read to you, and as we've discussed language that's included in this Bill, there have been different versions of gaming packages that we've discussed in the General Assembly for many years now. And previous versions actually made modifications to the language

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to give the City of East Peoria veto power over the provision that was long ago agreed to in 1991. I'll read to you a memo from the City of Peoria's Chief Legal Counsel. 'In 1991, the two cities agreed, in writing, that should land-based casinos become legal and the license be granted to this area, that the casino would be located in the City of Peoria. Recently, language has been included.. and this is in 2012. Recently, language has been included in General Assembly Bills that would essentially give the City of East Peoria a veto over the full conversion of its river based.. riverboat based casino license into a land-based casino in the City of Peoria. The intention of the language that is included in this Bill is to honor the provisions of the 1991 agreement and to offer an opportunity to increase economic development throughout the Central Illinois region with both communities continuing to share revenues from this project, if and when, a decision to move to a land-based casino would take place. Representative, I want to thank you for your work on this issue. I want to thank the General Assembly for their willingness to make important investments in vertical infrastructure throughout our state. Thank you."

Speaker Turner: "Chair recognizes Representative Demmer."

Demmer: "Thank you, Mr. Speaker. To the Bill. I would just like to point out that in addition to many of the issues that have been discussed at length here, there also is an important provision here that I think will spur new investments in many communities across the State of Illinois. And that's a provision that gives incentives for the location of data centers in Illinois. Data centers are growing across the

# EXHIBIT H



Office of the Corporation Counsel

February 4, 2025

**VIA U.S. FIRST CLASS MAIL**

City of East Peoria, Illinois  
Attn: John Kahl, Mayor  
701 Mariners Way  
East Peoria, IL 61611

Re: Par-A-Dice Gaming License; Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, as amended.

Dear Mayor Kahl:

Please find enclosed a letter from the City of Peoria, Illinois, to the Illinois Gaming Board, dated February 4, 2025, regarding the City of Peoria's rights with respect to the Par-A-Dice gaming license, including those rights set forth in the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, as amended, between the City of Peoria and the City of East Peoria (the "Intergovernmental Agreement").

Please be advised that the City of Peoria intends to enforce its rights under the Intergovernmental Agreement to the full extent permitted by law. In that regard, the City of Peoria demands that the City of East Peoria cease all efforts to assist Boyd Gaming Corporation in relocating the Par-A-Dice casino currently operating on its moored riverboat to a land-based location (in whole or in part) in the City of East Peoria. The City of Peoria has every right to receive the benefit of its bargain with the City of East Peoria pursuant to the long-standing and unassailable terms of the Intergovernmental Agreement.

Thank you for your anticipated compliance with this letter.

City of Peoria

  
Patrick Hayes  
Corporation Counsel

Enclosure

cc: Rita Ali, Mayor  
Patrick Urich, City Manager  
John S. Elias, Special Counsel to City of Peoria

825-0027.2

City Hall  
Legal Department  
419 Fulton Street, Suite 403  
Peoria, IL 61602-1217  
Phone 309.494.8590  
E-mail phayes@peoriagov.org

FILED DATE: 2/3/2026 11:39 AM 2026CH01032



## OFFICE OF MAYOR RITA ALI

February 4, 2025

**VIA U.S. FIRST CLASS MAIL AND**  
**VIA ELECTRONIC MAIL**

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
[marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)

Re: City of Peoria Position Regarding Par-A-Dice Casino License Operated by Boyd Gaming Corporation in East Peoria, Illinois.

Dear Administrator Fruchter:

This letter summarizes the City of Peoria's position with regard to the Par-A-Dice casino license operated by Boyd Gaming Corporation ("Boyd") in East Peoria, Illinois.

At the March 14, 2024, Illinois Gaming Board ("IGB") meeting, the IGB renewed Boyd's Par-A-Dice casino license for four years, "and further required that Par-A-Dice submit a new casino facility development project plan by March 14, 2026, unless otherwise directed by future IGB request." Indeed, Boyd's presentation to the IGB at this meeting assumed development of a new competitive gaming facility in replacement of the moored riverboat (which Boyd bought from the initial local casino owner in 1996). Boyd's presentation also discussed recent upgrades that Boyd had made to its East Peoria hotel (which Boyd had also purchased in 1996) and the development of adjacent amenities such as a steakhouse. It was also pointed out at the meeting that the contemplated new casino development would relieve Boyd from having to employ a ship captain and related riverboat staff. Taken as a whole, it is clear that Boyd's presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.

### **Land-Based Gaming Must Occur in Peoria**

As Boyd is aware (though Boyd did not mention this during the IGB meeting), any land-based casino operating under the Par-A-Dice gaming license must be located in the City of Peoria and not anywhere in East Peoria (including at existing Par-A-Dice location in East Peoria), for the following reasons:

- 2019 amendments to Sections 7(e) and (k) of the Illinois Gambling Act (the “Act”) made by P.A. 101-31 require that, (i) land-based gaming under this license must occur within the corporate limits of the City of Peoria, and (ii) riverboat gambling on the Illinois River under this license must occur in East Peoria. Thus, under the 2019 amendments to the Act, there is no authority under the Act to pursue land-based gaming in East Peoria.
- Consistent with the Act, Sections 5 and 6 and related provisions of the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, entered into by the City of Peoria and the City of East Peoria (the “Intergovernmental Agreement,” copy enclosed) provide that (i) all riverboat casino operations shall be docked in East Peoria and (ii) all land-based casino operations shall be in Peoria.

### **Background of Land-Based Provisions**

In addition to and to support the unambiguous above provisions of the Act and the Intergovernmental Agreement requiring land-based gaming under the Par-A-Dice license to occur in Peoria, it is important for the IGB to be aware of the background of these provisions.

- Then Governor Thompson announced the signing into law of the 1990 Illinois Riverboat Gambling legislation on the Spirit of Peoria riverboat, which was then docked on the City of Peoria Riverfront and operated as part of the “Peoria Boatworks” by the Jumer organization (“Jumer”).
- When the riverboat gaming license on the Illinois River in the Peoria area was made available in 1991, there were two applicants (and cities) vying for the license: Jumer, seeking to establish a riverboat on the City of Peoria side of the Illinois River, and a company owned by several well-regarded Peoria-area entrepreneurs, seeking to establish a riverboat on the East Peoria side of the Illinois River. When the parties concluded that the license (unexpectedly to some) was likely to be issued to the East Peoria applicant, in order to avoid further controversy (and perhaps litigation), the parties agreed that the gaming license would be issued by the IGB to the East Peoria applicant, with the losing Peoria applicant’s application being *combined* into the winning East Peoria application as part of a comprehensive global settlement.
- That settlement included the following key elements, among others: (a) the City of East Peoria and its East Peoria applicant were allocated the riverboat docking rights in East Peoria (and the spin-off local development); (b) the successful East Peoria applicant would (i) purchase from Jumer the “Peoria Boatworks” assets (including the Spirit of Peoria) which were all on the Peoria Riverfront, and (ii) allow Jumer to purchase up to 10% of the East Peoria applicant (which was then the percentage ownership limitation for Jumer under the Act, because Jumer was also awarded the Rock Island gaming license); (c) **as discussed earlier in this letter, the cities agreed in the Intergovernmental Agreement to designate the City of East Peoria as the home dock and the primary location for riverboat gaming and the City of Peoria as the sole location for land-based gaming (if the Act were amended in the future to authorize land-based gaming);** and (d) in the

Intergovernmental Agreement, the cities also agreed to share 50/50 the municipal percentage of gaming taxes under the Act in perpetuity, irrespective of the city in which the gaming operations were conducted. Notably, there is a requirement in the Intergovernmental Agreement that a copy of the Intergovernmental Agreement must be provided to any owner of the license to ensure that the Intergovernmental Agreement is observed.

- Thus, when the Par-A-Dice license was initially issued by the IGB in 1991, **the provisions in the Intergovernmental Agreement designating the City of Peoria as the sole location for future land-based gaming**, together with the requiring a 50/50 sharing of the municipal percentage of gaming taxes in perpetuity, irrespective of where the gaming operations were located, were by far the most important provisions to the City of Peoria in the global settlement among the cities of East Peoria and Peoria and their respective applicants.
- Prior to voting to issue the Par-A-Dice license, the IGB heard from representatives of Peoria and East Peoria and the two applicants regarding their understanding of and unanimous acceptance of the global settlement including the Intergovernmental Agreement among the cities of East Peoria and Peoria and their respective applicants. *See* the Minutes of Special Meeting of the IGB, on January 15, 1991, enclosed (in the incomplete form in which the Minutes are available on the IGB website).
- Representative Spain's remarks before the Illinois House in 2019 at the time of enactment of the 2019 amendments to the Act refers to the appropriateness of the amendments to the licensing provisions set forth in Section 7(e) and (k) of the Act to prevent East Peoria's representatives from attempting to revise the Act's licensing provisions to in effect veto Peoria's exclusive land-based gaming rights under the Intergovernmental Agreement. A transcript of Representative Spain's remarks is also enclosed (*see* in particular pgs. 117-118).
- Finally, it is important to note that it would be frivolous for Boyd or the City of East Peoria to attempt to manipulate the definition of "riverboat" and/or "land-based" for purposes of the above provisions of the Intergovernmental Agreement and the Act that are at issue. The literal words, history, and context of the Intergovernmental Agreement and the Act are all very clear. It is, and always has been, the intention of all concerned that if Par-A-Dice gaming operations were to move off of the existing moored vessel in East Peoria to a facility on land, those land-based operations must be located in Peoria.

### **City of Peoria Bottom Line and Conclusion**

The City of Peoria applauds the IGB's apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities. The IGB should not allow Boyd to continue to short-change Peoria area economic development by (indefinitely) operating its licensed gaming activities on a more than thirty (30) year old, first-generation moored riverboat in East Peoria. However, the City of Peoria is entitled to benefit of its bargain under the Intergovernmental Agreement and its statutory rights

under the Act. Per the Act and the Intergovernmental Agreement, the new land-based casino and related operations must be located within the corporate limits of the City of Peoria (and not East Peoria). If Boyd is not prepared to develop land-based gaming and related facilities in Peoria, we ask that the IGB require Boyd to sell the Par-A-Dice gaming license to another casino operator that is prepared to develop a land-based gaming facility in Peoria.

The City of Peoria thanks you for your attention to this matter.

Sincerely,



Rita Ali, Mayor

Enclosures:

- (1) Intergovernmental Agreement
- (2) Minutes of Special Meeting of the IGB, January 15, 1991
- (3) Transcript of Representative Spain's 2019 remarks to the Illinois Legislature

cc: Patrick Urich, City Manager  
Patrick Hayes, Corporation Counsel  
John S. Elias, Special Counsel to City of Peoria

825-0019.4

INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the Administrator of the Illinois Gaming Board recommended on November 27, 1990 preliminary approval of a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the City of Peoria and the City of East Peoria acting through their respective Councils do now desire to enter into an intergovernmental agreement setting forth the terms and conditions under which the two cities will share in the benefits of riverboat gambling in the Greater Peoria Area;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. After the City of East Peoria recovers its costs as set forth in paragraph 2 below and the City of Peoria recovers its investment in "The

Boatworks" as set forth in paragraph 3 below, gambling tax revenues as defined herein shall be shared as set forth here:

A. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used.

B. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used.

C. Ten percent (10%) of all gambling tax revenues shall be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River. Specific projects shall require mutual consent.

2. Before any gambling tax revenue shall be shared pursuant to the formula set forth in paragraph 1 above, the City of East Peoria shall first be allowed to recoup its costs described as follows:

A. Cost of infrastructure improvements, together with all necessary legal and engineering costs, assumed by the City of East Peoria under a development agreement with the Greater Peoria Riverboat Corporation and generally limited to:

i. Upgrading access from State Route 116 by extending and improving the access road into the interior of the property approximately 1,000 feet and across an existing drainage ditch. Said roadway shall consist of non-reinforced 8" PCC pavement with a joint spacing of 20', curb and gutter, type B-6.12, necessary grading and drainage struc-

tures, including storm sewers. The roadway shall be 54' FF.

ii. Providing improvement of and signalization at the intersection of State Route 116 and the access point which services the property.

iii. Providing 8" water main with fire hydrant(s) as appropriate 1,000 feet into the property.

iv. Providing sanitary sewer with lift station as appropriate 1,000 feet into the property.

B. Legal and other out-of-pocket costs, unrelated to infrastructure improvements, incurred by the City of East Peoria in efforts to accomplish the docking of a riverboat casino in East Peoria in an amount not to exceed \$75,000.

3. Before any gambling tax revenues shall be shared pursuant to the formula set forth in paragraph 1 above, the City of Peoria shall first be allowed to recoup an investment of Two Hundred Thousand Dollars (\$200,000) made in "The Boatworks". Therefore, the first Four Hundred Thousand Dollars (\$400,000) of gambling tax revenue shall be distributed equally between the cities, with the result that the City of Peoria shall recoup a \$200,000 investment made in "The Boatworks" and the City of East Peoria shall recoup \$200,000 of the cost described in paragraph 2 above. Thereafter, each dollar of gambling tax revenue shall be applied against the remaining City of East Peoria cost until all costs described in paragraph 2 above have been recouped. Once the City of East Peoria has recouped all such costs, additional gambling tax revenues shall thereafter be shared pursuant to the formula set forth in paragraph 1 above.

4. The municipality receiving gambling tax revenues as defined herein shall within thirty (30) days transfer to the other municipality or joint development fund such portion as the other municipality or joint development fund is entitled to hereunder. A receiving municipality shall maintain a record of receipts of gambling tax revenues and shall make such records reasonably available to the other municipality. Interest earned shall be distributed in the same proportion as the distribution of gambling tax revenues and in a timely manner.

5. All riverboat casino operations shall be docked in East Peoria, except as provided in paragraphs 9 and 11 below.

6. All land-based casino operations shall be in Peoria. However, any land-based casino operation in Peoria prior to January 1, 1997 shall require the formal approval of the Council of the City of East Peoria.

7. Should the statutes and the rules of the Illinois Gaming Board permit gambling aboard a riverboat casino which is moored, as opposed to being on an excursion, then such gambling aboard a riverboat casino which is moored and not on an excursion may occur in either Peoria or East Peoria.

8. Should the statutes and the rules of the Illinois Gaming Board permit, then at the discretion of the licensee, passengers may board and de-board a riverboat casino in the City of Peoria, but the City of East Peoria shall remain the docking site, except as provided for in paragraphs 9 and 11 below.

9. Assuming approval by the Illinois Gaming Board, at the discretion of the licensee, a second riverboat casino authorized under the license of Greater Peoria Riverboat Corporation may be docked in the City of Peoria, providing the original riverboat (or its replacement) has not been able to handle the passenger demand. In no event shall such a second riverboat docked in the City

of Peoria have a larger capacity than or amenities superior to the original riverboat (or its replacement). The City of East Peoria shall remain the primary docking site and should there be such a second riverboat docking in Peoria, it must be to handle overflow, not to supplant the East Peoria docked riverboat.

10. "Gambling tax revenues" as used herein shall include all direct revenues from a gambling operation received by either municipality, whether the gambling occurs during a riverboat casino excursion, while a riverboat casino is moored or at a shore-based casino. Such gambling tax revenues shall not include any revenues from Peoria's off-track betting parlor or any revenues derived from municipal retailers' occupation tax or any HRA tax (hotel, restaurant, amusement tax) or such similar non-direct taxes not directly derived from gambling.

11. The City of Peoria shall not authorize or approve the docking of a riverboat casino in the City of Peoria prior to January 1, 1997, except under the license of Greater Peoria Riverboat Corporation and subject to the conditions found in paragraph 9.

12. The City of East Peoria shall through a development agreement require the Greater Peoria Riverboat Corporation to coordinate efforts to assure operation of convenient and safe shuttle service by land and/or water between the docking site and "The Boatworks" located in Peoria.

13. The City of East Peoria shall encourage the continuation of "The Boatworks" as a viable riverfront feature integral to Peoria's development.

14. The City of Peoria shall encourage the redevelopment of the Wallace Station as integral to the Greater Peoria Area long term economic goals.

15. Each City shall encourage the licensee to work with the local Private Industry Councils (PICs) to increase the availability of jobs to unemployed and underemployed persons. The City of East Peoria shall consistent with §7(b)(4) of the Riverboat Gambling Act and all other applicable statutes, through a development agreement, require the Greater Peoria Riverboat Corporation to establish a good faith affirmative action plan to recruit, train and upgrade minorities in all employment classifications.

16. Whenever reference is made in the numbered paragraphs of this Intergovernmental Agreement to the "Greater Peoria Riverboat Corporation", the term as used in any such numbered paragraph shall include all successors and assigns and any other owner licensed to operate a riverboat casino docked in the City of East Peoria.

17. In the interests of the entire Greater Peoria Area, the City of Peoria and the City of East Peoria pledge to cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of this Intergovernmental Agreement as soon as possible and to otherwise ensure compliance with all other provisions of this Intergovernmental Agreement.

18. In October of each year, commencing in October of 1992, officials of each municipality shall meet for the purpose of reviewing application of this Intergovernmental Agreement, including, but not limited to, the process of sharing gambling tax revenues hereunder, specific projects as referenced in paragraph 1C and other matters relevant to the Illinois River. It shall be consistent with the spirit of this Intergovernmental Agreement for such annual meetings to be utilized to discuss any other matter of mutual concern to the City of Peoria and the City of East Peoria.

19. If any provision of this Intergovernmental Agreement or any section, sentence, clause or word where the application thereof in any circumstance is held invalid, the validity of the remainder of this Intergovernmental Agreement and the application of such provision, section, sentence, clause or word in other circumstance shall not be affected thereby. Each city shall execute, acknowledge and deliver such additional documents, writings or assurances as the other city may periodically require so as to give full force and effect to the terms and provisions of this Intergovernmental Agreement. As appropriate, both cities shall extend all reasonable good faith efforts to assist the other city to achieve the goals and objectives generally defined herein.

20. In addition to incorporating into a development agreement with Greater Peoria Riverboat Corporation the specific requirements referenced in paragraphs 12 and 15 above, the City of East Peoria shall to the extent possible seek the licensee's cooperation with respect to all other provisions of this Intergovernmental Agreement and shall make this Intergovernmental Agreement an attachment to said development agreement.

21. The terms and conditions set forth in this Intergovernmental Agreement supercede all prior oral understandings and constitute the entire agreement between the cities.

22. This Intergovernmental Agreement shall be enforceable in any court of competent jurisdiction by either of the cities, by appropriate action at law or equity to secure the performance of the covenants herein contained, and the prevailing city shall be entitled to costs, including reasonable attorney's fees.

23. The laws of the State of Illinois shall govern the validity, interpretation and administration of this Intergovernmental Agreement.

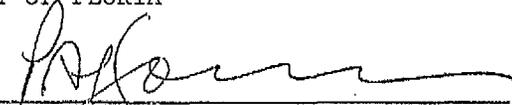
24. This Intergovernmental Agreement shall be effective immediately upon execution and terminate upon occurrence of either of the following:

A. The failure of Greater Peoria Riverboat Corporation by December 31, 1991 to gain approval of a preliminary finding of suitability following financial review and review of alternate investors or the final denial by the Illinois Gaming Board of the Greater Peoria Riverboat Corporation license application.

B. The cessation of casino operations in both cities. "Cessation" shall mean a period of 24 consecutive months, commencing subsequent to January 1, 1992, without any regular gambling occurring at a casino, whether aboard a riverboat or shore-based.

CITY OF PEORIA

CITY OF EAST PEORIA

By   
Peter A. Korn, City Manager

By   
Richard W. Dodson, Mayor

ATTEST:  
  
Mary L. Haynes, City Clerk

ATTEST:  
  
Robert L. Arnold, City Clerk

DATE: 1-15-91

DATE: 1-28-91

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

ORDINANCE NO. 2479

AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the Illinois Gaming Board on January 15, 1991 gave preliminary approval to a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, said preliminary approval is conditioned upon execution of an intergovernmental agreement between the City of Peoria and the City of East Peoria; and

WHEREAS, the City of Peoria at a special meeting of the Council of the City of Peoria on January 14, 1991 approved an intergovernmental agreement, a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Council of the City of East Peoria finds that entering into an intergovernmental agreement is in the best interests of the City and would further the general health, safety and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The City Council hereby finds and determines that all the recitals contained in the preambles to this Ordinance are full, true and correct and such recitals are incorporated into this Ordinance by this reference.

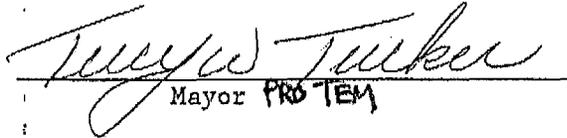
Section 2. That the intergovernmental agreement attached hereto and incorporated herein as "Exhibit A" is hereby approved. The Mayor and City Clerk are hereby authorized and directed, respectively, to execute and attest the said Intergovernmental Agreement To Share The Benefits Of Riverboat Casino Gambling

In The Greater Peoria Area on behalf of the City of East Peoria and to exchange executed copies with the City of Peoria.

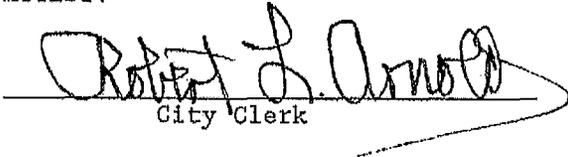
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 22ND DAY OF JANUARY, 1991.

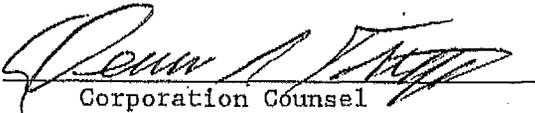
APPROVED:

  
Mayor PRO TEM

ATTEST:

  
City Clerk

EXAMINED AND APPROVED:

  
Corporation Counsel

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

Minutes of Special Meeting  
Illinois Gaming Board  
January 15, 1991

A Special Meeting of the Illinois Gaming Board was held at 10:00 a.m. on January 15, 1991, at 300 West Jefferson Street, Springfield, Illinois. the meeting was called by Chairman William J. Kunkle, Jr., and notice was duly and timely given to each Board member and to the general public in conformity with Section 2.02 of the Illinois Open Meetings Act.

The following Board members were present: William J. Kunkle, Jr., Chairman; and Members William Chamblin, Robert Gibson, J. Thomas Johnson, and Raymond Niepert.

Also present were Morton E. Friedman, Administrator; Donna More, Chief Legal Counsel; Joseph McQuaid, Deputy Administrator for Enforcement; J. Thomas Hutchison, Deputy Administrator for Finance; Gaming Officer Commanders Larry Doiron, Roger Shiels, Tom Biebel, William Eder; James Nelson, Assistant for Public Affairs and Acting Secretary of the Board; the media and the general public.

The meeting was called to order by Chairman Kunkle at 10:01 a.m. Mr. Nelson acted as Secretary of the meeting.

The first order of business was approval of the minutes of the Board meeting held on November 26 and 27, 1990. There were numerous typographical and stylistic corrections offered by the members and staff. Mr. Johnson moved and Mr. Chamblin seconded a motion to accept the minutes as amended. Chairman Kunkle called for the yeas and nays. The motion was approved by voice vote of all members.

The next order of business was to consider the postponed consideration of a license application for the Illinois River, South of Marshall County, Illinois. With leave of the body, the Administrator called upon Mr. Forest Miles, attorney for applicant Greater Peoria Riverboat Development Corporation to make the applicant's presentation to the Board.

Mr. Miles stated that the Greater Peoria Riverboat Corporation has reached an agreement with Boatworks Incorporated to combine their applications and that the Cities of Peoria and East Peoria have reached an intergovernmental agreement that will benefit both sides of the river. He also stated that Mr. Berglund of the applicant will be working with Alderman James Polk of Peoria on a specific Affirmative Action plan that will govern the employment requirements of the business. Mr. Miles then yielded to Mr. Dennis Triggs, City Attorney, City of East Peoria, who described the content and nature of the Intergovernmental Agreement.

Mr. Triggs first introduced city officials of the City of East Peoria who were present at the meeting. He also introduced Peoria city officials.

Mr. Triggs explained that the agreement which is designed to be acceptable to both local governments and will provide maximum benefits to both communities. He said that the City of Peoria has already ratified the agreement, but that because the City of East Peoria is a commission form of government, such agreements must "lay upon the table" for a period of one week. Mr. Triggs

stated that there are no problems anticipated with regard to East Peoria's ratification. In summary, the agreement calls for all revenues to be shared, 45% to each municipality, and 10% to a joint development fund of which 50% will be used by each entity for riverfront development with mutual consent of the parties.

The docking site as detailed in the original application will be located in East Peoria and permits passenger boarding and disembarkation in Peoria at the Boatworks. The agreement further recognizes that the Boatworks is an integral part of the area and will be continued as a viable project. The agreement contemplates legislative action that would allow gaming to occur while a boat is docked and allows that such docked gaming could occur at either side of the river. The agreement also requires an affirmative action plan which will reflect the statutory requirement which while not necessary for the agreement is present to establish the public policy in support of a plan. The group has also submitted a resolution adopted by the East Peoria Mass Transit Authority stating that, consistent with existing contractual obligations with the Peoria Mass Transit Authority, mass transit service will be provided in the area for employees and patrons. There will also be shuttle service between the two communities for patrons.

Mr. Friedman asked leave for counsel for Boatworks Incorporated to address the Board. Leave was granted.

Mr. Michael Ficaró, attorney for D. James Jumer, the Boatworks incorporated, addressed the Board. Mr. Ficaró stated that the agreement will serve both the area and statute. Mr. Ficaró said that as a result of the efforts of the Administrator and other interested parties in the area, the Boatworks will become part of the Greater Peoria Riverboat Development Corporation.

Mr. Friedman asked leave of the Board for the purpose of honoring the request of Mayor Richard W. Dotson to address the Board. Leave was granted.

Mayor Dotson stated the City of East Peoria was pleased and excited to play host to a gaming operation. The Mayor pledged to make the operation a model of efficiency.

Mr. Friedman asked leave of the Board to hear from Alderman James Polk of Peoria with respect to concerns that had been expressed about affirmative action. Leave was granted.

Alderman Polk stated that the new civil rights movement should be, and is, business development for minorities. He said that it is paramount, and that indeed the agreement states, that minority participation is necessary for all to benefit. Alderman Polk reported that Mr. Berglund has agreed to begin meetings to assure minority participation not only in employment, but also in supplier businesses. Alderman Polk asked for the Board's assistance in monitoring minority participation performance.

Mr. Friedman indicated there were no further requests to address the Board and suggested the Chair entertain questions.

Chairman Kunkle asked for questions and recognized Member Johnson.

Mr. Johnson asked whether officials from the City of Peoria were present to advise the Board of that municipality's support of the proposed agreement.

In response, Mr. David L. Thomas, Corporation Counsel for the City of Peoria responded that the City Council had adopted the agreement.

Mr. Johnson asked when the East Peoria dock would be ready and when could the Gaming Board expect to see a boat in operation? Mr. Triggs responded, on behalf of the applicant, that the docking facility in East Peoria will be completed at the same time as the construction of a vessel, so that the building of a dock will not delay startup of the operation nex Spring, or perhaps sooner.

Mr. Johnson asked if the boat will pick up passengers in Peoria on every trip? Mr. Triggs responded that the language of the Intergovernmental Agreement is permissive and may board and de-board (sic) passengers in Peoria, but that the demand will drive the decision of how often the boat will load in Peoria.

Mr. Johnson observed that the Board will need rulemaking to define when an excursion begin. Such rulemaking would need to reflect that the gaming portion of the cruise would last the full four hours. Mr. Triggs stated that the agreement clearly calls for East Peoria to be the primary docking facility and that the question of when an excursion begins when the boat loads in Peoria was purposely left out of the agreement.

Mr. Gibson asked if there was consideration for the future docking of a second boat in Peoria since a license would allow the owner to operate two boats? Mr. Triggs responded that the agreement recognizes that a second boat would be docked in Peoria, but a second boat would be an overflow boat and would not replace the primary boat docked in Peoria.

Mr. Johnson asked what the ownership interest of D. James Jumer was under the agreement. Mr. Triggs responded that it was less that the statutory limit.

Chairman Kunkle observed that the Board has previously found three applicants on the Mississippi River suitable for licensing, and had decided that a forth license for a suitable applicant docking in the City of East St. Louis, Illinois would be held open in compliance with statutory mandate. The Chairman recommended that the Board retire to Executive Session. Mr. Friedman asked the Chair for leave to make some observations and his recommendation concerning the application.

Mr. Johnson reminded the Board that the statute requirement for the awarding of licenses mandates one license for the Illinois River South of Marshall County and four on the Mississippi River. He observed that the Board has already found three applicants suitable for the Mississippi River and decided to hold one license open for a suitable applicant for docking in East St. Louis. He stated that due to these circumstances, that no additional licenses for the Mississippi River could be awarded for 1991.

Mr. Friedman stated that Mr. Johnson's observation was correct, especially in light of the Board's decision that the license for East St. Louis be held as open. He stated that the statute clearly identifies that one license be awarded to an applicant on the Illinois River, South of Marshall County.

Mr. Johnson asked the Chair whether the Board had the authority to award an additional license for the Mississippi if the application for the Illinois River was not found to be suitable.

Chairman Kunkle responded that the question was not yet before the Board and that he was unable to direct an answer until the question presented itself.

The Chairman asked Mr. Friedman to present his recommendation to the Board.

Mr. Friedman stated

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101st GENERAL ASSEMBLY  
HOUSE OF REPRESENTATIVES  
TRANSCRIPTION DEBATE

63rd Legislative Day

6/1/2019

a five block radius. So I'm hoping you can clear things up about what the Bill does and what your legislative intent is. Would this Bill allow a licensee to open up multiple sports betting establishments within a five block radius of a sports facility?"

Rita: "No. A sports facility, or their designee, may apply for a single Master Sports Wagering License. The Masters Sports Wagering License allows them to conduct wagering at a single location, either in the sports facility or within that five block radius."

Cassidy: "Thank you. And in Chicago, for example, would that sports betting establishment be subject to all ordinances, rules, and regulations of the City of Chicago?"

Rita: "Yes, it would."

Cassidy: "Thank you. Congratulations on landing your plane."

Speaker Turner: "Chair recognizes Representative Spain."

Spain: "Thank you, Mr. Speaker. Will the Sponsor yield?"

Speaker Turner: "Sponsor indicates that he will yield."

Spain: "Representative Rita, thank you for your incredible work for so many years on bringing this package to fruition. Obviously there are a number of gaming provisions that are incorporated now. Not only representing your many years of work to increase the number of casinos throughout the State of Illinois, but incorporating new aspects for new revenue streams related to video gaming and sports betting. So thank you so much. Part of the Bill also includes a number of other provisions that are important to our ability to pass a capital Bill to fund vertical infrastructure projects. And I want to touch on two of them that I think deserve some emphasis.

STATE OF ILLINOIS  
101st GENERAL ASSEMBLY  
HOUSE OF REPRESENTATIVES  
TRANSCRIPTION DEBATE

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First, we have a change to the purchase... the sales tax cap on the trade-in of items. And can you respond to some discussions that we've had with both the Farm Bureau and organizations like Caterpillar to reflect that farm implements, farm vehicles, or large pieces of heavy construction equipment would not be negatively impacted by this provision."

Rita: "Yes. We were just in committee yesterday and in the Amendment we addressed the concerns. It goes for light trucks and vehicles, not the expansive that it was before. And do you want me to go into exactly..."

Spain: "No, thank you very much."

Rita: "And it sets the floor at 10 thousand."

Spain: "Thank you, Representative. And the other component that I think is important I think has to do with the notion of sales tax parity for remote sellers. Is this the provision related to IRMA and the Wayfair case?"

Rita: "Yes."

Spain: "And am I correct that in this provision we would be moving for remote sellers away from an online use tax model to a retailer's occupation tax or a traditional sale's tax model?"

Rita: "Yes."

Spain: "Ladies and Gentlemen, I think this is very important and I'll speak to the Bill. This is a major change that is important for the future of Illinois. Not only because it reflects an ability to raise more revenue for the capital Bill, but we are also voting on a mechanism to begin the process of restoring sales tax dollars to our local community for goods purchased online. As we all know, that there is a great disparity between sales tax charged for online

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TRANSCRIPTION DEBATE

63rd Legislative Day

6/1/2019

purchases, and buying the same thing, and the local brick and mortar store. Moving the remote sellers now, to a retail occupation tax, allows us to collect not only the state share of traditional sales tax dollars, but the local shares as well. So if you represent a community that has a Home Rule sales tax, county wide facilities tax, or even a school facilities referendum, those taxing bodies will enjoy additional revenue that level the playing field that really doesn't make sense anymore. That distinguishes between where something is bought, whether it's in a brick and mortar store or online. Lastly, I must respond to the issue of the casino in the Central Illinois area. And while I have nothing but the highest respect for one of the earlier speakers, this reflects a difficult situation between two communities that really goes back close to 30 years now. Many people will often ask me in representing the City of Peoria, on the Peoria City Council, how was it that the riverboat gaming location, the Paradise, happened to be located in East Peoria but not Peoria? It's a long and complicated story, but the end result was as the boat was located in East Peoria, both communities agreed to share revenues for those gaming proceeds set at 50/50 split. And in 1991, there was recognition that if the General Assembly ever authorized the ability for casinos to move to land-based, that move would take place within the City of Peoria. In fact, I'll read to you, and as we've discussed language that's included in this Bill, there have been different versions of gaming packages that we've discussed in the General Assembly for many years now. And previous versions actually made modifications to the language

STATE OF ILLINOIS  
101st GENERAL ASSEMBLY  
HOUSE OF REPRESENTATIVES  
TRANSCRIPTION DEBATE

63rd Legislative Day

6/1/2019

to give the City of East Peoria veto power over the provision that was long ago agreed to in 1991. I'll read to you a memo from the City of Peoria's Chief Legal Counsel. 'In 1991, the two cities agreed, in writing, that should land-based casinos become legal and the license be granted to this area, that the casino would be located in the City of Peoria. Recently, language has been included... and this is in 2012. Recently, language has been included in General Assembly Bills that would essentially give the City of East Peoria a veto over the full conversion of its river based... riverboat based casino license into a land-based casino in the City of Peoria. The intention of the language that is included in this Bill is to honor the provisions of the 1991 agreement and to offer an opportunity to increase economic development throughout the Central Illinois region with both communities continuing to share revenues from this project, if and when, a decision to move to a land-based casino would take place. Representative, I want to thank you for your work on this issue. I want to thank the General Assembly for their willingness to make important investments in vertical infrastructure throughout our state. Thank you."

Speaker Turner: "Chair recognizes Representative Demmer."

Demmer: "Thank you, Mr. Speaker. To the Bill. I would just like to point out that in addition to many of the issues that have been discussed at length here, there also is an important provision here that I think will spur new investments in many communities across the State of Illinois. And that's a provision that gives incentives for the location of data centers in Illinois. Data centers are growing across the

# EXHIBIT I

February 12, 2025

Wade Thomson  
Tel (312) 840-8613  
WThomson@jenner.com

**VIA UPS OVERNIGHT**

Patrick Hayes  
Corporation Counsel  
City of Peoria  
419 Fulton Street,  
Suite 403  
Peoria, IL 61602

Dear Mr. Hayes:

Jenner & Block represents Boyd Gaming Corporation ("Boyd"). We are in receipt of your February 4, 2025 letter to Boyd and its enclosed letter to the Illinois Gaming Board Administrator. Please accept this letter as notice that Boyd intends to provide a best-in-class gaming experience on water in East Peoria in accordance with its legal rights and obligations. Boyd reserves all rights.

Sincerely,



Wade Thomson

CC: Rita Ali, Mayor  
Patrick Urich, City Manager  
John S. Elias, Special Counsel to City of Peoria  
Charles Sklarsky (Jenner & Block)  
Debbie Berman (Jenner & Block)

# EXHIBIT J



# ILLINOIS GAMING BOARD

JB Pritzker • Governor Charles Schmadeke • Chairman Marcus D. Fruchter • Administrator

160 North LaSalle ♠ Suite 300 ♣ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

---

February 14, 2025

## Via Electronic Mail

Hon. Rita Ali  
Mayor, City of Peoria  
Peoria City Hall  
419 Fulton Street, Room 207  
Peoria, Illinois 61602

**RE: Illinois Casino Owner Licensee Par-A-Dice Gaming Corporation d/b/a Par-A-Dice Hotel Casino in East Peoria, Illinois**

Dear Mayor Ali,

I write in response to your letter dated February 4, 2025 regarding Boyd Gaming Corporation (“Boyd”) and the Par-A-Dice Hotel Casino (“P-A-D”) Boyd operates in East Peoria, Illinois.

Thank you for sharing the City of Peoria’s position. The Illinois Gaming Board (the “IGB”) values the City of Peoria as an important stakeholder and welcomes the opportunity to engage with you. The IGB fully recognizes the casino’s contributions and impacts on Peoria, East Peoria, and the entire region. Those are among the reasons why the IGB issued its March 14, 2024 directive requiring Boyd to submit a new P-A-D casino gaming facility development plan for IGB consideration on or before March 14, 2026. Additionally, the IGB is mindful of the 1990 intergovernmental benefits sharing agreement between Peoria and East Peoria (to which the IGB is not a party) and understands the relevant historical context.

The IGB respects the City of Peoria’s perspective. However, I am compelled to address two specific statements in the City’s letter that suggest a misapprehension about the IGB’s March 14, 2024 directive to Boyd and the IGB’s position on Boyd’s forthcoming casino gaming development plan. First, the letter states: “[t]aken as a whole, it is clear that Boyd’s presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.” (Page 1.) The IGB disagrees with that characterization of the proceedings at the March 14, 2024 meeting. I cannot speculate about what others may have contemplated, but let me be clear that what the IGB contemplated at the meeting and what it continues to expect now is for Boyd to present a good faith development plan for a refreshed, modern casino that complies with existing law, IGB Rules and any other applicable requirements. How Boyd proposes to meet those obligations in the plan it must present to the IGB are matters for Boyd to determine.

Second, the City’s letter “*applauds the IGB’s apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities.*” (Page 3.) That statement is similarly mistaken because there is no such “apparent new

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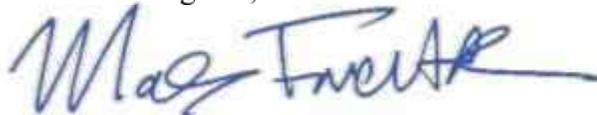
requirement.” While the IGB has indeed required Boyd to present a plan for an upgraded casino, the IGB has not imposed any requirement directing Boyd to develop a land-based gaming facility.

Current law allows casino licensees, like P-A-D, to conduct gaming operations upon water on a self-propelled excursion boat or a permanently moored (non-operational) barge, or in a land-based facility. Thus, Boyd has three options. Boyd must determine what it will present in the P-A-D development plan within those parameters. The IGB has not mandated that Boyd take any specific course of action other than to engage in a good faith evaluation and submit a casino development plan for IGB consideration.

Boyd publicly committed to presenting a plan for a “best-in-class gaming experience.” The IGB will ensure Boyd upholds its commitment in a manner that is compliant and maintains the integrity and safety of Illinois gaming.

I hope my clarification of these issues is helpful. Please let me know if you have any questions or would like to schedule a meeting or call to discuss this matter. I am happy to make myself available at your convenience.

Kind regards,



Marcus D. Fruchter  
Administrator

cc: Patrick Urich, Peoria City Manager  
Patrick Hayes, City of Peoria Corporation Counsel  
John S. Elias, Special Counsel to the City of Peoria  
Daniel Gerber, IGB General Counsel  
Joseph Miller, IGB Director of Policy

# EXHIBIT K

**ELIAS, MEGINNES & SEGHETTI, P.C.**

ATTORNEYS AT LAW

JOHN S. ELIAS  
BRIAN J. MEGINNES  
MICHAEL R. SEGHETTI  
TROY N. PUDIK

416 MAIN STREET, SUITE 1400  
PEORIA, ILLINOIS 61602-1168  
TELEPHONE: (309) 637-6000  
FACSIMILE: (309) 637-8514  
www.emrslaw.com

DAVID N. SCHELLENBERG  
JANAKI NAIR  
LANE G. ALSTER  
CYNTHIA L. ELIAS, OF COUNSEL

File No. 31965-030

February 28, 2025

**VIA ELECTRONIC MAIL ONLY**

Wade Thomson, Esq.  
Jenner & Block  
353 N. Clark Street  
Chicago, IL 60654-3456  
Email: [WThomson@jenner.com](mailto:WThomson@jenner.com)

Re: Boyd Gaming Corporation ("Boyd") – Par-A-Dice Casino.

Dear Mr. Thomson:

We represent the City of Peoria. In that capacity we have reviewed your letter dated February 12, 2025, to Corporation Counsel for the City of Peoria.

Your February 12, 2025, letter was in response to the Peoria Corporation Counsel's letter to Boyd, dated February 4, 2025, which attached a copy of the Mayor of Peoria's February 4, 2025, letter to the Illinois Gaming Board ("IGB") Administrator (the "Mayor's Letter").

All of these letters relate to the Par-A-Dice gaming license and the City of Peoria rights thereto, as outlined in the Mayor's Letter, that arise under the 2019 amendments to the Illinois Gambling Act and the 1991 Intergovernmental Agreement between the City of East Peoria and City of Peoria.

Your February 12, 2025 letter states in part as follows:

Please accept this letter as notice that Boyd plans to provide a best-in-class gaming experience on water in East Peoria in accordance with its legal rights and obligations.

Attached hereto is a copy of the IGB Administrator's February 14, 2025, to the Mayor of Peoria responding to the Mayor's Letter. The Administrator's letter in part provides as follows:

Current law allows casino licensees, like P-A-D [Par-A-Dice], to conduct gaming operations upon water on a self-propelled excursion boat or a permanently moored (non-operational) barge, or in a land-based facility.

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The IGB Administrator correctly frames the current options for owner licensees conducting gaming operations under the Illinois Gambling Act as either (i) on a “riverboat” as currently defined in the Illinois Gambling Act, *i.e.*, either on a self-propelled excursion boat or permanently moored (non-operational) barge (or connected barges), or (ii) in a land-based facility. There are no additional options for the authorized use of an owner’s license under the Illinois Gambling Act. The use of the term “on water” in your February 12, 2025 letter harkens back to the era before the 2019 amendments to the Illinois Gambling Act legalized land-based gaming, but after the 1999 amendments authorized dockside gaming and eliminated the “navigable” stream or water requirement. As you might be aware, during this 20-year time period, certain licensees were permitted to conduct land-based gaming operations in buildings with water piped under the casino floor or otherwise into the building, or with perhaps with a ditch under the casino floor filled with water. Thankfully, the time for these devices (with questionable legal bases) has passed.

As for Boyd in particular, its geographic options are informed by Section 7(e) of the Illinois Gambling Act and by the 1991 Intergovernmental Agreement between the City of Peoria and the City of East Peoria. First, under Section 7(e) of the Illinois Gambling Act, which was enacted as part of the 2019 amendments to the Illinois Gambling Act, all riverboat gambling operations under the Par-A-Dice license must be conducted on a riverboat on the Illinois River in East Peoria, and land-based gambling operations under the Par-A-Dice license must be conducted within the corporate limits of the City of Peoria.

Second, under the Intergovernmental Agreement, *only* a self-propelled excursion boat (which can be docked, as is currently the case) can be based in East Peoria. The plain language of the Intergovernmental Agreement distinguishes between “riverboat casino operations” to be conducted on a riverboat that has the capacity to go “on an excursion,” may be “board[ed] and deboard[ed],” and which has a “docking site,” which are to occur in East Peoria, and “land-based” or “shore-based” casino operations (which do not go on excursions, cannot be boarded or deboarded, and do not “dock”), which shall be in Peoria. Therefore, it is apparent that *only* a “self-propelled excursion boat” may be located in East Peoria under the Intergovernmental Agreement.<sup>1</sup> Any other type of gaming facility operated under the Par-A-Dice license must be located in Peoria.<sup>2</sup>

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<sup>1</sup> This is consistent with the Illinois Riverboat Gambling Act as it existed in 1991, when the Intergovernmental Agreement was executed. At that time “Riverboat” was *solely* defined as “a self-propelled excursion boat on which lawful gambling is authorized and licensed as provided in the Act.” In 1999, pursuant to P.A. 91-40, this definition of “Riverboat” was revised to include a permanently moored barge and in 2002, further revised in P.A. 92-600 include “permanently moored barges that are permanently fixed together to operate as one vessel.”

<sup>2</sup> Notably, even if a throwback “on water” style building were proposed by Boyd for the Par-A-Dice license, the IGB would no doubt treat such a facility as land-based for purposes of Section 7(e) of the Illinois Gambling Act and require the payment of a \$250,000 fee for development of a land-based casino under Section 7(k) of the Illinois Gambling Act. Moreover, the Tazewell County Assessor would certainly treat such a facility as a regular piece of commercial real estate subject to customary real estate taxation.

Wade Thomson, Esq.  
February 28, 2025  
Page 3 of 3

Given the clear language of the Illinois Gambling Act and the Intergovernmental Agreement, if Boyd proposes to develop any facility that is not consistent with the analysis above (including an "on water" land-based casino in East Peoria), the City of Peoria will pursue all remedies available to it at law and in equity including, without limitation, enjoining the development of any non-compliant casino facility.

Please note that even if the IGB were to ignore the clear language of the Illinois Gambling Act and the Intergovernmental Agreement and believe that it is authorized to approve some version of a refreshed East Peoria gaming operation, the City of Peoria will in any event object to the renewal of the Par-A-Dice license in East Peoria (rather than land-based in Peoria) for the reason that (among other reasons) such renewal would be totally inconsistent with the goals of the Illinois Gambling Act to promote economic development and to maximize casino gambling taxes for the State and municipalities of Illinois.

The City of Peoria has been respectfully asking Boyd to construct a land-based facility in Peoria since 2019 when Peoria, at considerable expense, sent a five person contingent to Las Vegas to meet with senior officials of Boyd. Peoria continues to welcome Boyd to Peoria. Without in any way limiting Peoria's legal and equitable rights and remedies, which are hereby reserved, Peoria hopes that Boyd will present Peoria with a legally supportable and appropriate development.

Please call me if you have questions.

Very truly yours,



John S. Elias  
Special Counsel to City of Peoria  
Email: [jelias@emsrlaw.com](mailto:jelias@emsrlaw.com)

JSE/jw  
Enclosure  
825-0067.2

cc: Hon. Rita Ali, Mayor  
Patrick Urich, City Manager  
Patrick Hayes, Esq., Corporation Counsel



## ILLINOIS GAMING BOARD

JB Pritzker • Governor Charles Schmadeke • Chairman Marcus D. Fruchter • Administrator

160 North LaSalle ♠ Suite 300 ♣ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

February 14, 2025

### Via Electronic Mail

Hon. Rita Ali  
Mayor, City of Peoria  
Peoria City Hall  
419 Fulton Street, Room 207  
Peoria, Illinois 61602

**RE: Illinois Casino Owner Licensee Par-A-Dice Gaming Corporation d/b/a Par-A-Dice Hotel Casino in East Peoria, Illinois**

Dear Mayor Ali,

I write in response to your letter dated February 4, 2025 regarding Boyd Gaming Corporation (“Boyd”) and the Par-A-Dice Hotel Casino (“P-A-D”) Boyd operates in East Peoria, Illinois.

Thank you for sharing the City of Peoria’s position. The Illinois Gaming Board (the “IGB”) values the City of Peoria as an important stakeholder and welcomes the opportunity to engage with you. The IGB fully recognizes the casino’s contributions and impacts on Peoria, East Peoria, and the entire region. Those are among the reasons why the IGB issued its March 14, 2024 directive requiring Boyd to submit a new P-A-D casino gaming facility development plan for IGB consideration on or before March 14, 2026. Additionally, the IGB is mindful of the 1990 intergovernmental benefits sharing agreement between Peoria and East Peoria (to which the IGB is not a party) and understands the relevant historical context.

The IGB respects the City of Peoria’s perspective. However, I am compelled to address two specific statements in the City’s letter that suggest a misapprehension about the IGB’s March 14, 2024 directive to Boyd and the IGB’s position on Boyd’s forthcoming casino gaming development plan. First, the letter states: “[t]aken as a whole, it is clear that Boyd’s presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.” (Page 1.) The IGB disagrees with that characterization of the proceedings at the March 14, 2024 meeting. I cannot speculate about what others may have contemplated, but let me be clear that what the IGB contemplated at the meeting and what it continues to expect now is for Boyd to present a good faith development plan for a refreshed, modern casino that complies with existing law, IGB Rules and any other applicable requirements. How Boyd proposes to meet those obligations in the plan it must present to the IGB are matters for Boyd to determine.

Second, the City’s letter “*applauds the IGB’s apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities.*” (Page 3.) That statement is similarly mistaken because there is no such “apparent new

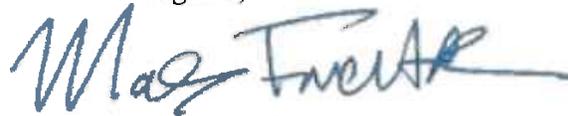
requirement.” While the IGB has indeed required Boyd to present a plan for an upgraded casino, the IGB has not imposed any requirement directing Boyd to develop a land-based gaming facility.

Current law allows casino licensees, like P-A-D, to conduct gaming operations upon water on a self-propelled excursion boat or a permanently moored (non-operational) barge, or in a land-based facility. Thus, Boyd has three options. Boyd must determine what it will present in the P-A-D development plan within those parameters. The IGB has not mandated that Boyd take any specific course of action other than to engage in a good faith evaluation and submit a casino development plan for IGB consideration.

Boyd publicly committed to presenting a plan for a “best-in-class gaming experience.” The IGB will ensure Boyd upholds its commitment in a manner that is compliant and maintains the integrity and safety of Illinois gaming.

I hope my clarification of these issues is helpful. Please let me know if you have any questions or would like to schedule a meeting or call to discuss this matter. I am happy to make myself available at your convenience.

Kind regards,



Marcus D. Fruchter  
Administrator

cc: Patrick Urich, Peoria City Manager  
Patrick Hayes, City of Peoria Corporation Counsel  
John S. Elias, Special Counsel to the City of Peoria  
Daniel Gerber, IGB General Counsel  
Joseph Miller, IGB Director of Policy

# EXHIBIT L



# ILLINOIS GAMING BOARD

JB Pritzker • Governor Marcus Fruchter • Administrator

160 North LaSalle ♠ Suite 300 ♣ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

---

July 1, 2025

## **Via Email**

Hon. Rita Ali  
Mayor, City of Peoria  
Peoria City Hall  
419 Fulton Street, Room 207  
Peoria, Illinois 61602

## **Re: Par-A-Dice Hotel Casino Redevelopment Project**

Dear Mayor Ali,

I write in furtherance of our prior communications regarding redevelopment of the Par-A-Dice Hotel Casino (“P-A-D”) that Boyd Gaming Corporation (“Boyd”) operates in East Peoria.

As Boyd prepares to submit a P-A-D casino redevelopment plan for Illinois Gaming Board (“IGB”) consideration, I want to reiterate to the City of Peoria the IGB’s expectation that Boyd’s forthcoming submission shall include an explanation of how the proposal satisfies the Illinois Gambling Act (formerly the Riverboat Gambling Act), particularly Sections 3(c) and 7(e). Section 3(c) authorizes riverboat gambling “upon any water within the State of Illinois” (230 ILCS 10/3(c)), while Section 7(e) authorizes riverboat gambling in the City of East Peoria “on the Illinois River” or “land-based gambling operations” in the City of Peoria.” (230 ILCS 10/7(e)).

As you may know, Boyd has not submitted a casino redevelopment plan for IGB review and the present submission deadline is March 14, 2026. In the meantime, I trust the City of Peoria and all interested stakeholders have reviewed both the legislative history, including prior amendments to the Riverboat Gambling Act, and minutes from relevant past IGB meetings. The legislative history is available at the Illinois General Assembly’s website (<https://www.ilga.gov>). IGB meeting minutes from 1990 to the present are publicly available on the IGB’s website (<http://igb.illinois.gov>). Meetings where the Board considered the issue of riverboat locations include the following:

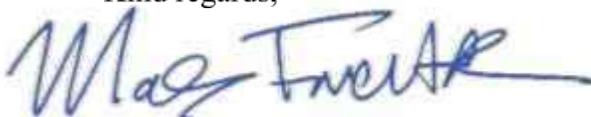
- [June 15, 1999 IGB Meeting](#)
- [June 28, 1999 IGB Meeting](#)
- [September 7, 1999 IGB Meeting](#)
- [December 16, 1999 IGB Meeting](#)
- [October 17, 2000 IGB Meeting](#)
- [February 27, 2001 IGB Meeting](#)
- [May 30, 2001 IGB Meeting](#)
- [July 14, 2001 IGB Meeting](#)
- [July 16, 2002 IGB Meeting](#)
- [September 4, 2002 IGB Meeting](#)

- [June 17, 2003 IGB Meeting](#)
- [May 24, 2005 IGB Meeting](#)
- [October 14, 2005 IGB Meeting](#)
- [October 19, 2005 IGB Meeting](#)
- [July 16, 2008 IGB Meeting](#)
- [October 27, 2008 IGB Meeting](#)
- [December 22, 2008 IGB Meeting](#)
- [February 26, 2014 IGB Meeting](#)

As you and I discussed, the IGB will ensure the casino redevelopment project proceeds in a manner that satisfies Illinois law and IGB Rules and upholds the integrity and safety of Illinois gaming. The IGB remains committed to a casino redevelopment plan approval process that is compliant, transparent, and conducted in good faith.

Please let me know if you have questions or would like to discuss this matter.

Kind regards,



Marcus D. Fruchter  
Administrator

cc: John S. Elias, Special Counsel to the City of Peoria  
Patrick Urich, Peoria City Manager  
Patrick Hayes, City of Peoria Corporation Counsel  
Daniel Gerber, IGB General Counsel  
Joe Miller, IGB Policy Director

# EXHIBIT M



## OFFICE OF MAYOR RITA ALI

File No. 31965-030

July 23, 2025

**VIA ELECTRONIC MAIL ONLY**

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
Email: [marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)

Re: Boyd Gaming Corporation (“Boyd”), Par-A-Dice Casino.

Dear Administrator Fruchter:

Thank you for your letter dated July 1, 2025.

The City agrees that transparency and the opportunity for a robust dialogue regarding the P-A-D casino redevelopment plan and license are in the best interests of all the interested parties in this matter. To that end, we propose that the IGB implement the following process in considering the P-A-D casino redevelopment plan:

Step 1: Per your July 1, 2025 letter, Boyd submits “an explanation of how the proposal satisfies the Illinois Gambling Act ... particularly Sections 3(c) and 7(e)” either as a standalone document or as part of the P-A-D casino redevelopment plan. The IGB publishes Boyd’s submission on its website and solicits written responses from interested parties.

Step 2: Interested parties (including the City of Peoria) file responses to Boyd’s submission with the IGB within 30 days of publication of the plan.

Step 3: Boyd files supplements to its submission with the IGB within 30 days based on the responses filed with the IGB by interested parties.

Step 4: The IGB conducts a hearing at which interested parties have an opportunity to address the IGB. Based on the entire record, the IGB makes specific findings regarding whether or not “[Boyd’s] proposal satisfies the Illinois Gambling Act ... particularly Sections 3(c) and 7(e).”

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
July 23, 2025  
Page 2 of 2

Given the importance of the license and the P-A-D project to the City of Peoria and the community, we respectfully submit that a procedure along the lines set forth above would be in the best interests of the public.

Thank you for your attention to this matter.

Sincerely,



Rita Ali, Mayor

cc: Patrick Urich, City Manager  
Patrick Hayes, Corporation Counsel  
John S. Elias, Special Counsel to City of Peoria

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

# EXHIBIT N

**ELIAS, MEGINNES & SEGHETTI, P.C.**

ATTORNEYS AT LAW

JOHN S. ELIAS  
BRIAN J. MEGINNES  
MICHAEL R. SEGHETTI  
TROY N. PUDIK

416 MAIN STREET, SUITE 1400  
PEORIA, ILLINOIS 61602-1168  
TELEPHONE: (309) 637-6000  
FACSIMILE: (309) 637-8514  
www.emrslaw.com

DAVID N. SCHELLENBERG  
JANAKI NAIR  
LANE G. ALSTER  
CYNTHIA L. ELIAS, OF COUNSEL

File No. 31965-030

July 24, 2025

**VIA ELECTRONIC MAIL AND**  
**VIA U.S. FIRST CLASS MAIL**

Hon. John P. Kahl, Mayor  
City of East Peoria  
401 W. Washington St.  
East Peoria, IL 61611

Email: [JohnKahl@cityofeastpeoria.com](mailto:JohnKahl@cityofeastpeoria.com)

Re: Boyd Gaming Corporation ("Boyd"), Par-A-Dice Casino.

Dear Mayor Kahl:

We represent the City of Peoria. Section 19 of the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area by and between the City of East Peoria and the City of Peoria (the "Intergovernmental Agreement") provides, in pertinent part, as follows:

Each city shall execute, acknowledge and deliver such additional documents, writings or assurances as the other city may periodically require so as to give full force and effect to the terms and provisions of this Intergovernmental Agreement. As appropriate, both cities shall extend all reasonable good faith efforts to assist the other city to achieve the goals and objectives generally defined herein.

The City of Peoria hereby requests certain assurances from the City of East Peoria relative to the Par-A-Dice casino pursuant to Section 19 of the Intergovernmental Agreement.

Keith E. Smith, Boyd's President and Chief Executive Officer, is reported to have confirmed, earlier this year, "that [Boyd] plans to relocate the [Par-A-Dice] riverboat to a new land-based gaming destination."<sup>1</sup> Moreover, during Boyd's February, 2025 earnings

<sup>1</sup> <https://www.casino.org/news/illinois-casino-par-a-dice-to-be-replaced-brick-and-mortar/>

Hon. John P. Kahl, Mayor  
City of East Peoria  
July 24, 2025  
Page 2 of 3

call, Mr. Smith confirmed that Boyd's plans for the Par-A-Dice were consistent with the move of Boyd's Treasure Chest casino from dockside to a land-based facility, and noted in regard to the plans for the new Par-A-Dice facility, "Will we save money as there was friction going from a riverboat operation to a non-riverboat operation, yes, absolutely."

Consistent with the above representations, in its February 12, 2025, letter to Corporation Counsel for the City of Peoria, counsel for Boyd advised that "Boyd intends to provide a best-in-class gaming experience on water in East Peoria in accordance with its legal rights and obligations." (Note that based on historical practices, the term "on water" indicates that Boyd intends to construct a building on land with water underneath all or a part of the casino floor).

Most recently, it has come to the attention of the City of Peoria that Boyd has had soil borings taken in the parking lot of the Par-A-Dice complex.

Based on the above, the City of Peoria is concerned that Boyd intends to construct a land-based casino in the City of East Peoria in violation of the Intergovernmental Agreement.

In accordance with the City of East Peoria's mandatory obligations under Section 19 of the Intergovernmental Agreement, the City of Peoria requests that the City of East Peoria confirm the following:

1. That the borings in the parking lot of the Par-A-Dice complex are for the purpose of developing a building in which gambling operations will be located.
2. That the construction of a building in which gambling operations are located in the parking lot of the Par-A-Dice complex would not be allowed by the City of East Peoria.
3. That the construction of a building in which gambling operations are located in the parking lot of the Par-A-Dice complex would not be allowed by the City of East Peoria because it would violate the Intergovernmental Agreement.
4. That the construction of a building in which gambling operations are located in the parking lot of the Par-A-Dice complex would violate the Intergovernmental Agreement.

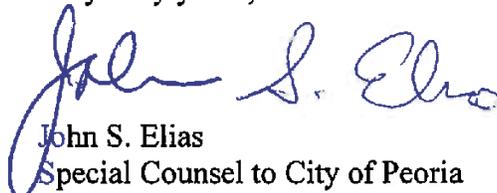
Hon. John P. Kahl, Mayor  
City of East Peoria  
July 24, 2025  
Page 3 of 3

5. That the construction of a building in which gambling operations are located in the parking lot of the Par-A-Dice complex would violate Section 6 of the Intergovernmental Agreement.

If we do not hear from you within fourteen (14) days, we will conclude that the City of East Peoria does not intend to comply with its mandatory obligations under Section 19 of the Intergovernmental Agreement.

Thank you for your attention to this matter.

Very truly yours,



John S. Elias  
Special Counsel to City of Peoria  
Email: [jelias@emsrlaw.com](mailto:jelias@emsrlaw.com)

cc: Hon. Rita Ali, Mayor  
Mr. Patrick Urich, City Manager  
Patrick Hayes, Esq., Corporation Counsel  
Janaki Nair, Esq.

925-0349

# EXHIBIT O

**ELIAS, MEGINNES & SEGHETTI, P.C.**

ATTORNEYS AT LAW

JOHN S. ELIAS  
MICHAEL R. SEGHETTI  
TROY N. PUDIK  
DAVID N. SCHELLENBERG  
JANAKI NAIR  
LANE G. ALSTER

416 MAIN STREET, SUITE 1400  
PEORIA, ILLINOIS 61602-1611  
TELEPHONE: (309) 637-6000  
FACSIMILE: (309) 637-8514  
www.emrslaw.com

CYNTHIA L. ELIAS, OF COUNSEL  
-----  
BRIAN J. MEGINNES (-2025)

File No. 31965-030

September 3, 2025

**VIA ELECTRONIC MAIL ONLY**

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
Email: [marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)

Re: Boyd Gaming Corporation, Par-A-Dice Casino.

Dear Administrator Fruchter:

My firm is special counsel to the City of Peoria regarding the Par-A-Dice Casino licensing matter.

Mayor Ali sent you a letter, dated July 23, 2025, setting forth transparent procedures that the City of Peoria recommends that the Illinois Gaming Board (“IGB”) follow in determining whether the proposed Par-A-Dice redevelopment/relocation off the Illinois River within the City of East Peoria is legal under the Illinois Gambling Act (the “Act”). The City of Peoria understands that such relocation is planned off the Illinois River, on a parking lot and other land inland from the Par-A-Dice riverboat casino currently operating on the Illinois River in East Peoria. A key part of the recommended procedures is open dialogue with all interested stakeholders, including the City of Peoria.

This letter sets forth one of the principal reasons why the City of Peoria believes that the IGB does not have the authority under the Act to permit riverboat or casino gambling in East Peoria other than in its current location on a boat or barge “**on the Illinois River.**” The merits of the Par-A-Dice redevelopment/relocation plan are completely irrelevant to this analysis.

By way of background, prior to the 2019 amendments to Section 7(e) of the Act that are at issue here, the statute provided that “[o]ne other license shall authorize riverboat gambling on the Illinois River south of Marshall County.” Per the 2019 amendments, Section 7(e) now provides that “[o]ne 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.”

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

It is the City of Peoria's position that, pursuant to the 2019 amendments to the Section 7(e) of the Act, any redevelopment of the Par-A-Dice Casino that does not remain on a boat or barge on the Illinois River within the City of East Peoria must instead be placed in a land based facility within the corporate limits of the City of Peoria.

The City of Peoria's position is based in part on Attorney General Opinion 01-004 (May 30, 2001) (the "2001 AG Opinion"). The events leading up to the 2001 AG Opinion are particularly instructive. For several years after Section 3(c) of the Act was amended to change the "navigable stream" requirement to an "on water" requirement, Casino Rock Island requested that the IGB approve a relocation of Casino Rock Island within the corporate limits of the City of Rock Island off the Mississippi River. Section 7(e) of the Act at that time required that Casino Rock Island be operated "on the Mississippi River." The IGB therefore sought the opinion of the Illinois Attorney General as to whether the requested relocation off the Mississippi River was permissible under the Act. In a well-reasoned, legally supported, and correct interpretation of the Act, the Attorney General opined that, absent an amendment to the Act, Casino Rock Island was licensed to operate legally **only on the Mississippi River**.

The IGB specifically adopted and relied upon the 2001 AG Opinion in unanimously "deny[ing] the request of [Casino Rock Island] to relocate its riverboat gaming operation from its authorized dock on the Mississippi River to another location inland within the same community." See July 24, 2001, IGB Meeting Minutes, pg. 15.

Subsequently, in response to the 2001 AG Opinion and the above-described relocation denial by the IGB, the legislature amended Section 7(e) of the Act to specially authorize Casino Rock Island to relocate off the Mississippi River within certain designated locations within the City of Rock Island. See P.A. 92-600; see also IGB Meeting Minutes on July 16, 2002, pgs. 3-6. **Of course, the Casino Rock Island relocation also had to comply with the "on water" requirement of amended Section 3(c) of the Act, but satisfaction with such "on water" requirement alone was not itself sufficient to make the relocation legal under the Act.**

Consistent with the 2001 AG Opinion, in 2002, the First District Appellate Court held that "the Riverboat Gambling Act of 1990 does not give the Board discretion to issue any of the first six licenses [of which the Par-A-Dice license is one] for a location away from their statutorily designated navigable streams, even where a license is revoked or terminated and reissued to a new licensee." *Lake County Riverboat L.P. v. Illinois Gaming Board*, 332 Ill. App. 3d 127, 140 (1st Dist. 2002).

Unlike in the case of Casino Rock Island (and certain other riverboat casinos operating on the Mississippi River that were benefited by an equivalent amendment to Section 7(e) of the Act in 2003), the Illinois legislature has never at any time enacted **any** amendment to the Act that eliminated the requirement that a riverboat casino operating under the Par-A-Dice license **must** operate on the Illinois River. To the contrary, in the 2019 amendments to Section 7(e) of the Act at issue here, the legislature did not change the requirement that a riverboat casino operating under the Par-A-Dice license in East Peoria must operate on the Illinois River. It is particularly

noteworthy that pursuant to applicable Illinois rules of statutory construction, the 2019 amendments to Section 7(e) are conclusively presumed to have retained the construction of Section 7(e) set forth in the 2001 AG Opinion and in *Lake County Riverboat*, *supra*. Those applicable rules of statutory construction were succinctly described in the 2001 AG Opinion at page 7 as follows:

When the General Assembly amends a statute, but leaves unchanged provisions which have been judicially construed, the unchanged provisions will retain the construction given prior to the amendment. (People v. Agnew (1985), 105 Ill. 2d 275, 280.) It has been held that the same reasoning is applicable to amendatory revisions following the issuance of an Attorney General's opinion. (Bruni v. Department of Registration and Education (1974), 59 Ill. 2d 6, 12.)

The IGB of course has only the powers that have been granted to it by legislature (*i.e.*, the IGB has no general or common law powers). *See Lake County Riverboat*, *supra*. This means that the IGB must adhere to the Act as written as construed by the courts and the Attorney General. Here, the applicable 2019 amendments to Section 7(e) of the Act, when read in conjunction with the 2001 AG Opinion and *Lake County Riverboat*, *supra*, unambiguously require the Par-A-Dice riverboat casino in East Peoria to operate exclusively on a boat or barge on the Illinois River. This means that under the 2019 amendments to Section 7(e), the Par-A-Dice riverboat casino **cannot** operate in East Peoria off the Illinois River **even if the casino were constructed “on water” within the meaning of Section 3(c) of the Act.**<sup>1</sup> Therefore, with regard to the Par-A-Dice license, the sole alternative for the IGB under Section 7(e) as amended is to authorize land-based casino gambling “anywhere within the corporate limits of the City of Peoria.”

The above unambiguous interpretation of Section 7(e) of the Act is consistent with Sections 5 and 6 and related provisions of the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, entered into by the City of Peoria and the City of East Peoria (the “Intergovernmental Agreement,”) which require

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<sup>1</sup> Prior to the 2019 amendment to Section 7(k) of the Act, the IGB on several occasions allowed riverboats to convert to land-based operations as long as a portion of the casino games were operated on top of a miniscule amount of water. This was apparently accomplished by the IGB maintaining the fiction that a casino facility constructed on land was still a “riverboat” despite an unambiguous definition of riverboat in the Act to the contrary. After the enactment of Section 7(k) of the Act in 2019 (allowing riverboats to convert to land-based casino operations upon approval of the IGB and the payment of \$250,000), the notion of characterizing a land-based casino as a “riverboat” “on water” is particularly meritless especially since it is longer needed to authorize land-based gaming operations. Despite the laudable objectives of the IGB in maintaining the above “riverboat” fiction before the enactment of Section 7(k) of the Act in 2019, it may well have been beyond the powers granted to the IGB by the legislature (*see Lake County Riverboat*, *supra*.). After the enactment of Section 7(k), if the IGB were to continue such “riverboat” fiction it would be in flat contradiction to the explicit provisions of Section 7(k), as well as the definition of “riverboat” under the Act and thus clearly beyond the powers granted to the IGB by the legislature. The City of Peoria will make this argument in later proceedings if the IGB unexpectedly rejects the City of Peoria’s straight-forward position herein based upon the 2001 AG Opinion and case law set forth in this letter.

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
September 3, 2025  
Page 4 of 4

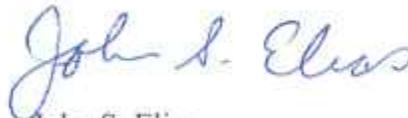
that (i) all riverboat casino operations shall be docked in East Peoria and (ii) all land-based casino operations shall be in Peoria. This consistency is of course not surprising because the amendments to Section 7(e) of the Act were enacted to protect the City of Peoria's above rights under the Intergovernmental Agreement. For background, please review Mayor Ali's letter to the IGB, dated February 4, 2025, a copy of which is attached hereto, including the remarks of Representative Spain before the Illinois House in 2019 at the time of enactment of the 2019 amendments to Section 7(e) of the Act

The City of Peoria respectfully requests that the IGB confirm the foregoing application of the 2019 amendments to Section 7(e) of the Act to the Par-A-Dice license. If the IGB deems it necessary, the IGB should request further advice of the Attorney General in follow-up to the 2001 AG Opinion.

This is truly an important matter to the City of Peoria. The City of Peoria has no particular interest in litigation, though it is prepared to do what is necessary to ensure that the 2019 amendments to Section 7(e) of the Act together with the applicable provisions of the Intergovernmental Agreement between the cities of East Peoria and Peoria, **both put in place for the benefit of the City of Peoria**, are complied with.

Please note that, consistent with Mayor Ali's desire for open dialogue and transparency, I have copied Boyd Gaming Corporation's counsel and counsel for the City of East Peoria on this letter. Thank you for your prompt attention to this matter.

Sincerely,



John S. Elias

Enclosure

cc: Wade Thomson, Counsel for Boyd Gaming Corporation (via email: [WThomson@jenner.com](mailto:WThomson@jenner.com))  
Scott Brunton, Counsel for the City of East Peoria (via email: [scott.brunton@mhtlaw.com](mailto:scott.brunton@mhtlaw.com))  
Rita Ali, Mayor of the City of Peoria  
Patrick Urich, City Manager of the City of Peoria  
Patrick Hayes, Corporation Counsel of the City of Peoria

825-0239.4

FILED DATE: 2/3/2026 11:39 AM 2026CH01032



## OFFICE OF MAYOR RITA ALI

February 4, 2025

**VIA U.S. FIRST CLASS MAIL AND**  
**VIA ELECTRONIC MAIL**

Illinois Gaming Board  
Attn: Marcus D. Fruchter, Administrator  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
[marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)

Re: City of Peoria Position Regarding Par-A-Dice Casino License Operated by Boyd Gaming Corporation in East Peoria, Illinois.

Dear Administrator Fruchter:

This letter summarizes the City of Peoria's position with regard to the Par-A-Dice casino license operated by Boyd Gaming Corporation ("Boyd") in East Peoria, Illinois.

At the March 14, 2024, Illinois Gaming Board ("IGB") meeting, the IGB renewed Boyd's Par-A-Dice casino license for four years, "and further required that Par-A-Dice submit a new casino facility development project plan by March 14, 2026, unless otherwise directed by future IGB request." Indeed, Boyd's presentation to the IGB at this meeting assumed development of a new competitive gaming facility in replacement of the moored riverboat (which Boyd bought from the initial local casino owner in 1996). Boyd's presentation also discussed recent upgrades that Boyd had made to its East Peoria hotel (which Boyd had also purchased in 1996) and the development of adjacent amenities such as a steakhouse. It was also pointed out at the meeting that the contemplated new casino development would relieve Boyd from having to employ a ship captain and related riverboat staff. Taken as a whole, it is clear that Boyd's presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.

### **Land-Based Gaming Must Occur in Peoria**

As Boyd is aware (though Boyd did not mention this during the IGB meeting), any land-based casino operating under the Par-A-Dice gaming license must be located in the City of Peoria and not anywhere in East Peoria (including at existing Par-A-Dice location in East Peoria), for the following reasons:

- 2019 amendments to Sections 7(e) and (k) of the Illinois Gambling Act (the “Act”) made by P.A. 101-31 require that, (i) land-based gaming under this license must occur within the corporate limits of the City of Peoria, and (ii) riverboat gambling on the Illinois River under this license must occur in East Peoria. Thus, under the 2019 amendments to the Act, there is no authority under the Act to pursue land-based gaming in East Peoria.
- Consistent with the Act, Sections 5 and 6 and related provisions of the Intergovernmental Agreement to Share the Benefits of Riverboat Casino Gambling in the Greater Peoria Area, dated January 28, 1991, entered into by the City of Peoria and the City of East Peoria (the “Intergovernmental Agreement,” copy enclosed) provide that (i) all riverboat casino operations shall be docked in East Peoria and (ii) all land-based casino operations shall be in Peoria.

### **Background of Land-Based Provisions**

In addition to and to support the unambiguous above provisions of the Act and the Intergovernmental Agreement requiring land-based gaming under the Par-A-Dice license to occur in Peoria, it is important for the IGB to be aware of the background of these provisions.

- Then Governor Thompson announced the signing into law of the 1990 Illinois Riverboat Gambling legislation on the Spirit of Peoria riverboat, which was then docked on the City of Peoria Riverfront and operated as part of the “Peoria Boatworks” by the Jumer organization (“Jumer”).
- When the riverboat gaming license on the Illinois River in the Peoria area was made available in 1991, there were two applicants (and cities) vying for the license: Jumer, seeking to establish a riverboat on the City of Peoria side of the Illinois River, and a company owned by several well-regarded Peoria-area entrepreneurs, seeking to establish a riverboat on the East Peoria side of the Illinois River. When the parties concluded that the license (unexpectedly to some) was likely to be issued to the East Peoria applicant, in order to avoid further controversy (and perhaps litigation), the parties agreed that the gaming license would be issued by the IGB to the East Peoria applicant, with the losing Peoria applicant’s application being *combined* into the winning East Peoria application as part of a comprehensive global settlement.
- That settlement included the following key elements, among others: (a) the City of East Peoria and its East Peoria applicant were allocated the riverboat docking rights in East Peoria (and the spin-off local development); (b) the successful East Peoria applicant would (i) purchase from Jumer the “Peoria Boatworks” assets (including the Spirit of Peoria) which were all on the Peoria Riverfront, and (ii) allow Jumer to purchase up to 10% of the East Peoria applicant (which was then the percentage ownership limitation for Jumer under the Act, because Jumer was also awarded the Rock Island gaming license); (c) **as discussed earlier in this letter, the cities agreed in the Intergovernmental Agreement to designate the City of East Peoria as the home dock and the primary location for riverboat gaming and the City of Peoria as the sole location for land-based gaming (if the Act were amended in the future to authorize land-based gaming);** and (d) in the

Intergovernmental Agreement, the cities also agreed to share 50/50 the municipal percentage of gaming taxes under the Act in perpetuity, irrespective of the city in which the gaming operations were conducted. Notably, there is a requirement in the Intergovernmental Agreement that a copy of the Intergovernmental Agreement must be provided to any owner of the license to ensure that the Intergovernmental Agreement is observed.

- Thus, when the Par-A-Dice license was initially issued by the IGB in 1991, **the provisions in the Intergovernmental Agreement designating the City of Peoria as the sole location for future land-based gaming**, together with the requiring a 50/50 sharing of the municipal percentage of gaming taxes in perpetuity, irrespective of where the gaming operations were located, were by far the most important provisions to the City of Peoria in the global settlement among the cities of East Peoria and Peoria and their respective applicants.
- Prior to voting to issue the Par-A-Dice license, the IGB heard from representatives of Peoria and East Peoria and the two applicants regarding their understanding of and unanimous acceptance of the global settlement including the Intergovernmental Agreement among the cities of East Peoria and Peoria and their respective applicants. *See* the Minutes of Special Meeting of the IGB, on January 15, 1991, enclosed (in the incomplete form in which the Minutes are available on the IGB website).
- Representative Spain's remarks before the Illinois House in 2019 at the time of enactment of the 2019 amendments to the Act refers to the appropriateness of the amendments to the licensing provisions set forth in Section 7(e) and (k) of the Act to prevent East Peoria's representatives from attempting to revise the Act's licensing provisions to in effect veto Peoria's exclusive land-based gaming rights under the Intergovernmental Agreement. A transcript of Representative Spain's remarks is also enclosed (*see* in particular pgs. 117-118).
- Finally, it is important to note that it would be frivolous for Boyd or the City of East Peoria to attempt to manipulate the definition of "riverboat" and/or "land-based" for purposes of the above provisions of the Intergovernmental Agreement and the Act that are at issue. The literal words, history, and context of the Intergovernmental Agreement and the Act are all very clear. It is, and always has been, the intention of all concerned that if Par-A-Dice gaming operations were to move off of the existing moored vessel in East Peoria to a facility on land, those land-based operations must be located in Peoria.

### **City of Peoria Bottom Line and Conclusion**

The City of Peoria applauds the IGB's apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities. The IGB should not allow Boyd to continue to short-change Peoria area economic development by (indefinitely) operating its licensed gaming activities on a more than thirty (30) year old, first-generation moored riverboat in East Peoria. However, the City of Peoria is entitled to benefit of its bargain under the Intergovernmental Agreement and its statutory rights

under the Act. Per the Act and the Intergovernmental Agreement, the new land-based casino and related operations must be located within the corporate limits of the City of Peoria (and not East Peoria). If Boyd is not prepared to develop land-based gaming and related facilities in Peoria, we ask that the IGB require Boyd to sell the Par-A-Dice gaming license to another casino operator that is prepared to develop a land-based gaming facility in Peoria.

The City of Peoria thanks you for your attention to this matter.

Sincerely,



Rita Ali, Mayor

Enclosures:

- (1) Intergovernmental Agreement
- (2) Minutes of Special Meeting of the IGB, January 15, 1991
- (3) Transcript of Representative Spain's 2019 remarks to the Illinois Legislature

cc: Patrick Urich, City Manager  
Patrick Hayes, Corporation Counsel  
John S. Elias, Special Counsel to City of Peoria

825-0019.4

INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the Administrator of the Illinois Gaming Board recommended on November 27, 1990 preliminary approval of a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the City of Peoria and the City of East Peoria acting through their respective Councils do now desire to enter into an intergovernmental agreement setting forth the terms and conditions under which the two cities will share in the benefits of riverboat gambling in the Greater Peoria Area;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. After the City of East Peoria recovers its costs as set forth in paragraph 2 below and the City of Peoria recovers its investment in "The

Boatworks" as set forth in paragraph 3 below, gambling tax revenues as defined herein shall be shared as set forth here:

A. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of Peoria, without restriction or limitation as to how such gambling tax revenue is used.

B. Forty-five percent (45%) of all gambling tax revenues shall be paid to the City of East Peoria, without restriction or limitation as to how such gambling tax revenue is used.

C. Ten percent (10%) of all gambling tax revenues shall be paid to a joint development fund with 50% of said monies being utilized for projects on the west side of the Illinois River and 50% of said monies being utilized for projects on the east side of the Illinois River. Specific projects shall require mutual consent.

2. Before any gambling tax revenue shall be shared pursuant to the formula set forth in paragraph 1 above, the City of East Peoria shall first be allowed to recoup its costs described as follows:

A. Cost of infrastructure improvements, together with all necessary legal and engineering costs, assumed by the City of East Peoria under a development agreement with the Greater Peoria Riverboat Corporation and generally limited to:

i. Upgrading access from State Route 116 by extending and improving the access road into the interior of the property approximately 1,000 feet and across an existing drainage ditch. Said roadway shall consist of non-reinforced 8" PCC pavement with a joint spacing of 20', curb and gutter, type B-6.12, necessary grading and drainage struc-

tures, including storm sewers. The roadway shall be 54' FF.

ii. Providing improvement of and signalization at the intersection of State Route 116 and the access point which services the property.

iii. Providing 8" water main with fire hydrant(s) as appropriate 1,000 feet into the property.

iv. Providing sanitary sewer with lift station as appropriate 1,000 feet into the property.

B. Legal and other out-of-pocket costs, unrelated to infrastructure improvements, incurred by the City of East Peoria in efforts to accomplish the docking of a riverboat casino in East Peoria in an amount not to exceed \$75,000.

3. Before any gambling tax revenues shall be shared pursuant to the formula set forth in paragraph 1 above, the City of Peoria shall first be allowed to recoup an investment of Two Hundred Thousand Dollars (\$200,000) made in "The Boatworks". Therefore, the first Four Hundred Thousand Dollars (\$400,000) of gambling tax revenue shall be distributed equally between the cities, with the result that the City of Peoria shall recoup a \$200,000 investment made in "The Boatworks" and the City of East Peoria shall recoup \$200,000 of the cost described in paragraph 2 above. Thereafter, each dollar of gambling tax revenue shall be applied against the remaining City of East Peoria cost until all costs described in paragraph 2 above have been recouped. Once the City of East Peoria has recouped all such costs, additional gambling tax revenues shall thereafter be shared pursuant to the formula set forth in paragraph 1 above.

4. The municipality receiving gambling tax revenues as defined herein shall within thirty (30) days transfer to the other municipality or joint development fund such portion as the other municipality or joint development fund is entitled to hereunder. A receiving municipality shall maintain a record of receipts of gambling tax revenues and shall make such records reasonably available to the other municipality. Interest earned shall be distributed in the same proportion as the distribution of gambling tax revenues and in a timely manner.

5. All riverboat casino operations shall be docked in East Peoria, except as provided in paragraphs 9 and 11 below.

6. All land-based casino operations shall be in Peoria. However, any land-based casino operation in Peoria prior to January 1, 1997 shall require the formal approval of the Council of the City of East Peoria.

7. Should the statutes and the rules of the Illinois Gaming Board permit gambling aboard a riverboat casino which is moored, as opposed to being on an excursion, then such gambling aboard a riverboat casino which is moored and not on an excursion may occur in either Peoria or East Peoria.

8. Should the statutes and the rules of the Illinois Gaming Board permit, then at the discretion of the licensee, passengers may board and de-board a riverboat casino in the City of Peoria, but the City of East Peoria shall remain the docking site, except as provided for in paragraphs 9 and 11 below.

9. Assuming approval by the Illinois Gaming Board, at the discretion of the licensee, a second riverboat casino authorized under the license of Greater Peoria Riverboat Corporation may be docked in the City of Peoria, providing the original riverboat (or its replacement) has not been able to handle the passenger demand. In no event shall such a second riverboat docked in the City

of Peoria have a larger capacity than or amenities superior to the original riverboat (or its replacement). The City of East Peoria shall remain the primary docking site and should there be such a second riverboat docking in Peoria, it must be to handle overflow, not to supplant the East Peoria docked riverboat.

10. "Gambling tax revenues" as used herein shall include all direct revenues from a gambling operation received by either municipality, whether the gambling occurs during a riverboat casino excursion, while a riverboat casino is moored or at a shore-based casino. Such gambling tax revenues shall not include any revenues from Peoria's off-track betting parlor or any revenues derived from municipal retailers' occupation tax or any HRA tax (hotel, restaurant, amusement tax) or such similar non-direct taxes not directly derived from gambling.

11. The City of Peoria shall not authorize or approve the docking of a riverboat casino in the City of Peoria prior to January 1, 1997, except under the license of Greater Peoria Riverboat Corporation and subject to the conditions found in paragraph 9.

12. The City of East Peoria shall through a development agreement require the Greater Peoria Riverboat Corporation to coordinate efforts to assure operation of convenient and safe shuttle service by land and/or water between the docking site and "The Boatworks" located in Peoria.

13. The City of East Peoria shall encourage the continuation of "The Boatworks" as a viable riverfront feature integral to Peoria's development.

14. The City of Peoria shall encourage the redevelopment of the Wallace Station as integral to the Greater Peoria Area long term economic goals.

15. Each City shall encourage the licensee to work with the local Private Industry Councils (PICs) to increase the availability of jobs to unemployed and underemployed persons. The City of East Peoria shall consistent with §7(b)(4) of the Riverboat Gambling Act and all other applicable statutes, through a development agreement, require the Greater Peoria Riverboat Corporation to establish a good faith affirmative action plan to recruit, train and upgrade minorities in all employment classifications.

16. Whenever reference is made in the numbered paragraphs of this Intergovernmental Agreement to the "Greater Peoria Riverboat Corporation", the term as used in any such numbered paragraph shall include all successors and assigns and any other owner licensed to operate a riverboat casino docked in the City of East Peoria.

17. In the interests of the entire Greater Peoria Area, the City of Peoria and the City of East Peoria pledge to cooperate with one another and to use their mutual best efforts to bring about a riverboat casino operation consistent with the terms of this Intergovernmental Agreement as soon as possible and to otherwise ensure compliance with all other provisions of this Intergovernmental Agreement.

18. In October of each year, commencing in October of 1992, officials of each municipality shall meet for the purpose of reviewing application of this Intergovernmental Agreement, including, but not limited to, the process of sharing gambling tax revenues hereunder, specific projects as referenced in paragraph 1C and other matters relevant to the Illinois River. It shall be consistent with the spirit of this Intergovernmental Agreement for such annual meetings to be utilized to discuss any other matter of mutual concern to the City of Peoria and the City of East Peoria.

19. If any provision of this Intergovernmental Agreement or any section, sentence, clause or word where the application thereof in any circumstance is held invalid, the validity of the remainder of this Intergovernmental Agreement and the application of such provision, section, sentence, clause or word in other circumstance shall not be affected thereby. Each city shall execute, acknowledge and deliver such additional documents, writings or assurances as the other city may periodically require so as to give full force and effect to the terms and provisions of this Intergovernmental Agreement. As appropriate, both cities shall extend all reasonable good faith efforts to assist the other city to achieve the goals and objectives generally defined herein.

20. In addition to incorporating into a development agreement with Greater Peoria Riverboat Corporation the specific requirements referenced in paragraphs 12 and 15 above, the City of East Peoria shall to the extent possible seek the licensee's cooperation with respect to all other provisions of this Intergovernmental Agreement and shall make this Intergovernmental Agreement an attachment to said development agreement.

21. The terms and conditions set forth in this Intergovernmental Agreement supercede all prior oral understandings and constitute the entire agreement between the cities.

22. This Intergovernmental Agreement shall be enforceable in any court of competent jurisdiction by either of the cities, by appropriate action at law or equity to secure the performance of the covenants herein contained, and the prevailing city shall be entitled to costs, including reasonable attorney's fees.

23. The laws of the State of Illinois shall govern the validity, interpretation and administration of this Intergovernmental Agreement.

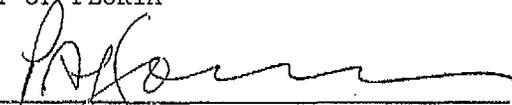
24. This Intergovernmental Agreement shall be effective immediately upon execution and terminate upon occurrence of either of the following:

A. The failure of Greater Peoria Riverboat Corporation by December 31, 1991 to gain approval of a preliminary finding of suitability following financial review and review of alternate investors or the final denial by the Illinois Gaming Board of the Greater Peoria Riverboat Corporation license application.

B. The cessation of casino operations in both cities. "Cessation" shall mean a period of 24 consecutive months, commencing subsequent to January 1, 1992, without any regular gambling occurring at a casino, whether aboard a riverboat or shore-based.

CITY OF PEORIA

CITY OF EAST PEORIA

By   
Peter A. Korn, City Manager

By   
Richard W. Dodson, Mayor

ATTEST:  
  
Mary L. Haynes, City Clerk

ATTEST:  
  
Robert L. Arnold, City Clerk

DATE: 1-15-91

DATE: 1-28-91

FILED DATE: 2/3/2026 11:39 AM 2026CH01032

ORDINANCE NO. 2479

AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT  
TO SHARE THE BENEFITS OF RIVERBOAT CASINO GAMBLING  
IN THE GREATER PEORIA AREA

WHEREAS, the City of Peoria and the City of East Peoria are Illinois Municipal Corporations; and

WHEREAS, Article VII, §10 of the Illinois State Constitution and ch. 127 Ill. Rev. Stat. §741, et seq. authorizes local governmental units to enter into agreements with one another to further the purposes of government; and

WHEREAS, the City of Peoria and the City of East Peoria desire to cooperate with one another and to promote harmonious relations; and

WHEREAS, the common boundary between the cities is the Illinois River; and

WHEREAS, the General Assembly of the State of Illinois has through Public Act 86-1029, as amended, (ch. 120 Ill. Rev. Stat. §2401, et seq.) authorized riverboat casino gambling on the Illinois River south of Marshall County; and

WHEREAS, the City of Peoria desires to share in the benefits of a riverboat gambling operation in the Greater Peoria Area; and

WHEREAS, the Illinois Gaming Board on January 15, 1991 gave preliminary approval to a license application filed by Greater Peoria Riverboat Corporation and designating the City of East Peoria as a docking site for a riverboat casino; and

WHEREAS, said preliminary approval is conditioned upon execution of an intergovernmental agreement between the City of Peoria and the City of East Peoria; and

WHEREAS, the City of Peoria at a special meeting of the Council of the City of Peoria on January 14, 1991 approved an intergovernmental agreement, a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Council of the City of East Peoria finds that entering into an intergovernmental agreement is in the best interests of the City and would further the general health, safety and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The City Council hereby finds and determines that all the recitals contained in the preambles to this Ordinance are full, true and correct and such recitals are incorporated into this Ordinance by this reference.

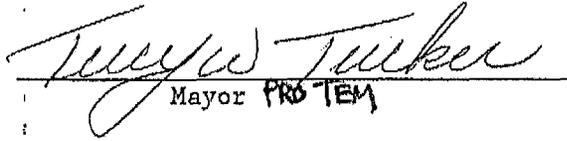
Section 2. That the intergovernmental agreement attached hereto and incorporated herein as "Exhibit A" is hereby approved. The Mayor and City Clerk are hereby authorized and directed, respectively, to execute and attest the said Intergovernmental Agreement To Share The Benefits Of Riverboat Casino Gambling

In The Greater Peoria Area on behalf of the City of East Peoria and to exchange executed copies with the City of Peoria.

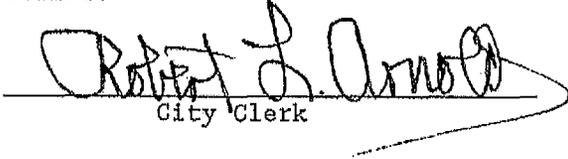
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 22ND DAY OF JANUARY, 1991.

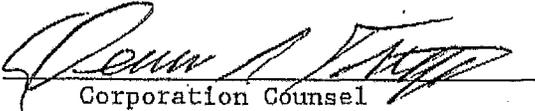
APPROVED:

  
Mayor PRO TEM

ATTEST:

  
City Clerk

EXAMINED AND APPROVED:

  
Corporation Counsel

Minutes of Special Meeting  
Illinois Gaming Board  
January 15, 1991

A Special Meeting of the Illinois Gaming Board was held at 10:00 a.m. on January 15, 1991, at 300 West Jefferson Street, Springfield, Illinois. the meeting was called by Chairman William J. Kunkle, Jr., and notice was duly and timely given to each Board member and to the general public in conformity with Section 2.02 of the Illinois Open Meetings Act.

The following Board members were present: William J. Kunkle, Jr., Chairman; and Members William Chamblin, Robert Gibson, J. Thomas Johnson, and Raymond Niepert.

Also present were Morton E. Friedman, Administrator; Donna More, Chief Legal Counsel; Joseph McQuaid, Deputy Administrator for Enforcement; J. Thomas Hutchison, Deputy Administrator for Finance; Gaming Officer Commanders Larry Doiron, Roger Shiels, Tom Biebel, William Eder; James Nelson, Assistant for Public Affairs and Acting Secretary of the Board; the media and the general public.

The meeting was called to order by Chairman Kunkle at 10:01 a.m. Mr. Nelson acted as Secretary of the meeting.

The first order of business was approval of the minutes of the Board meeting held on November 26 and 27, 1990. There were numerous typographical and stylistic corrections offered by the members and staff. Mr. Johnson moved and Mr. Chamblin seconded a motion to accept the minutes as amended. Chairman Kunkle called for the yeas and nays. The motion was approved by voice vote of all members.

The next order of business was to consider the postponed consideration of a license application for the Illinois River, South of Marshall County, Illinois. With leave of the body, the Administrator called upon Mr. Forest Miles, attorney for applicant Greater Peoria Riverboat Development Corporation to make the applicant's presentation to the Board.

Mr. Miles stated that the Greater Peoria Riverboat Corporation has reached an agreement with Boatworks Incorporated to combine their applications and that the Cities of Peoria and East Peoria have reached an intergovernmental agreement that will benefit both sides of the river. He also stated that Mr. Berglund of the applicant will be working with Alderman James Polk of Peoria on a specific Affirmative Action plan that will govern the employment requirements of the business. Mr. Miles then yielded to Mr. Dennis Triggs, City Attorney, City of East Peoria, who described the content and nature of the Intergovernmental Agreement.

Mr. Triggs first introduced city officials of the City of East Peoria who were present at the meeting. He also introduced Peoria city officials.

Mr. Triggs explained that the agreement which is designed to be acceptable to both local governments and will provide maximum benefits to both communities. He said that the City of Peoria has already ratified the agreement, but that because the City of East Peoria is a commission form of government, such agreements must "lay upon the table" for a period of one week. Mr. Triggs

stated that there are no problems anticipated with regard to East Peoria's ratification. In summary, the agreement calls for all revenues to be shared, 45% to each municipality, and 10% to a joint development fund of which 50% will be used by each entity for riverfront development with mutual consent of the parties.

The docking site as detailed in the original application will be located in East Peoria and permits passenger boarding and disembarkation in Peoria at the Boatworks. The agreement further recognizes that the Boatworks is an integral part of the area and will be continued as a viable project. The agreement contemplates legislative action that would allow gaming to occur while a boat is docked and allows that such docked gaming could occur at either side of the river. The agreement also requires an affirmative action plan which will reflect the statutory requirement which while not necessary for the agreement is present to establish the public policy in support of a plan. The group has also submitted a resolution adopted by the East Peoria Mass Transit Authority stating that, consistent with existing contractual obligations with the Peoria Mass Transit Authority, mass transit service will be provided in the area for employees and patrons. There will also be shuttle service between the two communities for patrons.

Mr. Friedman asked leave for counsel for Boatworks Incorporated to address the Board. Leave was granted.

Mr. Michael Ficaro, attorney for D. James Jumer, the Boatworks incorporated, addressed the Board. Mr. Ficaro stated that the agreement will serve both the area and statute. Mr. Ficaro said that as a result of the efforts of the Administrator and other interested parties in the area, the Boatworks will become part of the Greater Peoria Riverboat Development Corporation.

Mr. Friedman asked leave of the Board for the purpose of honoring the request of Mayor Richard W. Dotson to address the Board. Leave was granted.

Mayor Dotson stated the City of East Peoria was pleased and excited to play host to a gaming operation. The Mayor pledged to make the operation a model of efficiency.

Mr. Friedman asked leave of the Board to hear from Alderman James Polk of Peoria with respect to concerns that had been expressed about affirmative action. Leave was granted.

Alderman Polk stated that the new civil rights movement should be, and is, business development for minorities. He said that it is paramount, and that indeed the agreement states, that minority participation is necessary for all to benefit. Alderman Polk reported that Mr. Berglund has agreed to begin meetings to assure minority participation not only in employment, but also in supplier businesses. Alderman Polk asked for the Board's assistance in monitoring minority participation performance.

Mr. Friedman indicated there were no further requests to address the Board and suggested the Chair entertain questions.

Chairman Kunkle asked for questions and recognized Member Johnson.

Mr. Johnson asked whether officials from the City of Peoria were present to advise the Board of that municipality's support of the proposed agreement.

In response, Mr. David L. Thomas, Corporation Counsel for the City of Peoria responded that the City Council had adopted the agreement.

Mr. Johnson asked when the East Peoria dock would be ready and when could the Gaming Board expect to see a boat in operation? Mr. Triggs responded, on behalf of the applicant, that the docking facility in East Peoria will be completed at the same time as the construction of a vessel, so that the building of a dock will not delay startup of the operation next Spring, or perhaps sooner.

Mr. Johnson asked if the boat will pick up passengers in Peoria on every trip? Mr. Triggs responded that the language of the Intergovernmental Agreement is permissive and may board and de-board (sic) passengers in Peoria, but that the demand will drive the decision of how often the boat will load in Peoria.

Mr. Johnson observed that the Board will need rulemaking to define when an excursion begin. Such rulemaking would need to reflect that the gaming portion of the cruise would last the full four hours. Mr. Triggs stated that the agreement clearly calls for East Peoria to be the primary docking facility and that the question of when an excursion begins when the boat loads in Peoria was purposely left out of the agreement.

Mr. Gibson asked if there was consideration for the future docking of a second boat in Peoria since a license would allow the owner to operate two boats? Mr. Triggs responded that the agreement recognizes that a second boat would be docked in Peoria, but a second boat would be an overflow boat and would not replace the primary boat docked in Peoria.

Mr. Johnson asked what the ownership interest of D. James Jumer was under the agreement. Mr. Triggs responded that it was less than the statutory limit.

Chairman Kunkle observed that the Board has previously found three applicants on the Mississippi River suitable for licensing, and had decided that a fourth license for a suitable applicant docking in the City of East St. Louis, Illinois would be held open in compliance with statutory mandate. The Chairman recommended that the Board retire to Executive Session. Mr. Friedman asked the Chair for leave to make some observations and his recommendation concerning the application.

Mr. Johnson reminded the Board that the statute requirement for the awarding of licenses mandates one license for the Illinois River South of Marshall County and four on the Mississippi River. He observed that the Board has already found three applicants suitable for the Mississippi River and decided to hold one license open for a suitable applicant for docking in East St. Louis. He stated that due to these circumstances, that no additional licenses for the Mississippi River could be awarded for 1991.

Mr. Friedman stated that Mr. Johnson's observation was correct, especially in light of the Board's decision that the license for East St. Louis be held as open. He stated that the statute clearly identifies that one license be awarded to an applicant on the Illinois River, South of Marshall County.

Mr. Johnson asked the Chair whether the Board had the authority to award an additional license for the Mississippi if the application for the Illinois River was not found to be suitable.

Chairman Kunkle responded that the question was not yet before the Board and that he was unable to direct an answer until the question presented itself.

The Chairman asked Mr. Friedman to present his recommendation to the Board.

Mr. Friedman stated

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101st GENERAL ASSEMBLY  
HOUSE OF REPRESENTATIVES  
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6/1/2019

a five block radius. So I'm hoping you can clear things up about what the Bill does and what your legislative intent is. Would this Bill allow a licensee to open up multiple sports betting establishments within a five block radius of a sports facility?"

Rita: "No. A sports facility, or their designee, may apply for a single Master Sports Wagering License. The Masters Sports Wagering License allows them to conduct wagering at a single location, either in the sports facility or within that five block radius."

Cassidy: "Thank you. And in Chicago, for example, would that sports betting establishment be subject to all ordinances, rules, and regulations of the City of Chicago?"

Rita: "Yes, it would."

Cassidy: "Thank you. Congratulations on landing your plane."

Speaker Turner: "Chair recognizes Representative Spain."

Spain: "Thank you, Mr. Speaker. Will the Sponsor yield?"

Speaker Turner: "Sponsor indicates that he will yield."

Spain: "Representative Rita, thank you for your incredible work for so many years on bringing this package to fruition. Obviously there are a number of gaming provisions that are incorporated now. Not only representing your many years of work to increase the number of casinos throughout the State of Illinois, but incorporating new aspects for new revenue streams related to video gaming and sports betting. So thank you so much. Part of the Bill also includes a number of other provisions that are important to our ability to pass a capital Bill to fund vertical infrastructure projects. And I want to touch on two of them that I think deserve some emphasis.

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First, we have a change to the purchase... the sales tax cap on the trade-in of items. And can you respond to some discussions that we've had with both the Farm Bureau and organizations like Caterpillar to reflect that farm implements, farm vehicles, or large pieces of heavy construction equipment would not be negatively impacted by this provision."

Rita: "Yes. We were just in committee yesterday and in the Amendment we addressed the concerns. It goes for light trucks and vehicles, not the expansive that it was before. And do you want me to go into exactly..."

Spain: "No, thank you very much."

Rita: "And it sets the floor at 10 thousand."

Spain: "Thank you, Representative. And the other component that I think is important I think has to do with the notion of sales tax parity for remote sellers. Is this the provision related to IRMA and the Wayfair case?"

Rita: "Yes."

Spain: "And am I correct that in this provision we would be moving for remote sellers away from an online use tax model to a retailer's occupation tax or a traditional sale's tax model?"

Rita: "Yes."

Spain: "Ladies and Gentlemen, I think this is very important and I'll speak to the Bill. This is a major change that is important for the future of Illinois. Not only because it reflects an ability to raise more revenue for the capital Bill, but we are also voting on a mechanism to begin the process of restoring sales tax dollars to our local community for goods purchased online. As we all know, that there is a great disparity between sales tax charged for online

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purchases, and buying the same thing, and the local brick and mortar store. Moving the remote sellers now, to a retail occupation tax, allows us to collect not only the state share of traditional sales tax dollars, but the local shares as well. So if you represent a community that has a Home Rule sales tax, county wide facilities tax, or even a school facilities referendum, those taxing bodies will enjoy additional revenue that level the playing field that really doesn't make sense anymore. That distinguishes between where something is bought, whether it's in a brick and mortar store or online. Lastly, I must respond to the issue of the casino in the Central Illinois area. And while I have nothing but the highest respect for one of the earlier speakers, this reflects a difficult situation between two communities that really goes back close to 30 years now. Many people will often ask me in representing the City of Peoria, on the Peoria City Council, how was it that the riverboat gaming location, the Paradise, happened to be located in East Peoria but not Peoria? It's a long and complicated story, but the end result was as the boat was located in East Peoria, both communities agreed to share revenues for those gaming proceeds set at 50/50 split. And in 1991, there was recognition that if the General Assembly ever authorized the ability for casinos to move to land-based, that move would take place within the City of Peoria. In fact, I'll read to you, and as we've discussed language that's included in this Bill, there have been different versions of gaming packages that we've discussed in the General Assembly for many years now. And previous versions actually made modifications to the language

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to give the City of East Peoria veto power over the provision that was long ago agreed to in 1991. I'll read to you a memo from the City of Peoria's Chief Legal Counsel. 'In 1991, the two cities agreed, in writing, that should land-based casinos become legal and the license be granted to this area, that the casino would be located in the City of Peoria. Recently, language has been included... and this is in 2012. Recently, language has been included in General Assembly Bills that would essentially give the City of East Peoria a veto over the full conversion of its river based... riverboat based casino license into a land-based casino in the City of Peoria. The intention of the language that is included in this Bill is to honor the provisions of the 1991 agreement and to offer an opportunity to increase economic development throughout the Central Illinois region with both communities continuing to share revenues from this project, if and when, a decision to move to a land-based casino would take place. Representative, I want to thank you for your work on this issue. I want to thank the General Assembly for their willingness to make important investments in vertical infrastructure throughout our state. Thank you."

Speaker Turner: "Chair recognizes Representative Demmer."

Demmer: "Thank you, Mr. Speaker. To the Bill. I would just like to point out that in addition to many of the issues that have been discussed at length here, there also is an important provision here that I think will spur new investments in many communities across the State of Illinois. And that's a provision that gives incentives for the location of data centers in Illinois. Data centers are growing across the

# EXHIBIT P

Slide 1



**BOYD**  
**PARADISE**  
HOTEL • CASINO

Presentation to



**Casino Sits On Illinois River Water**



STRICTLY CONFIDENTIAL UNDER SECTION 8(d) OF THE ILLINOIS GAMING ACT AND PROPRIETARY

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**PARADICE**  
HOTEL + CASINO

Riverboat Modernization

**Our Roadmap to Success**

**BOYD**

Proposal to modernize the Par-A-Dice casino riverboat by utilizing established industry best design standards to increase economic benefits and create new opportunities in the greater Peoria region

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**Ward Shaw**  
EVP, Operations



**Cori Rutherford**  
Vice President, General  
Manager of Par-A-Dice



**Uri Clinton**  
EVP, Corporate Secretary &  
General Counsel



**Cassie Stratford**  
SVP, Legal Operations &  
Compliance

***Our roadmap  
to modernize  
Par-A-Dice***

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CONFIDENTIAL UNDER SECTION 400 OF THE ILLINOIS GAMBLING ACT

1

Slide 3

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**PARADICE**  
HOTEL • CASINO

**BOYD**  
**PARADICE**  
HOTEL • CASINO  
**Best-in-Class**  
**Casino Operator**

**BOYD**  
**PARADICE**  
HOTEL • CASINO  
**Closing**  
**Summary**

**BOYD**  
**PARADICE**  
HOTEL • CASINO  
**Community**  
**Impact**

**BOYD**  
**PARADICE**  
HOTEL • CASINO  
**Proposal**

**BOYD**  
**PARADICE**  
HOTEL • CASINO  
**Economic**  
**Impact**

**BOYD**  
**PARADICE**  
HOTEL • CASINO  
**Riverboat**  
**Modernization**

STRICTLY CONFIDENTIAL UNDER SECTION 6(6) OF THE ILLINOIS GAMBLING ACT AND PROPRIETARY

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Slide 4



**BOYD®**

**PARADICE**  
HOTEL • CASINO

**Best-in-Class  
Casino Operator**

CONFIDENTIAL UNDER SECTION 4(3) OF THE ILLINOIS GAMBLING ACT

PARADICE  
HOTEL • CASINO

Riverboat Modernization

## Best-in-Class Casino Operator

BOYD®

Par-A-Dice has benefited from Boyd's capabilities and experience as a best-in-class operator



### Legacy of Success

**50**

Years of  
Experience

**28**

Properties

**16K**

Team Members  
Nationwide

CONFIDENTIAL UNDER SECTION 602 OF THE ILLINOIS GAMBLING ACT

PARADICE HOTEL + CASINO

Riverboat Modernization

**Boyd is Ready, Willing and Able**

BOYD

Boyd is one of the most experienced and financially sound companies in the casino industry

**80%**  
Full-Time Team Members with Benefits

  
Forbes America's Best Companies  
US News Best Companies to Work For  
Newsweek America's Most Responsible Companies

**8.5**  
Years Average Team Member Tenure

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**\$9B**  
Enterprise Value

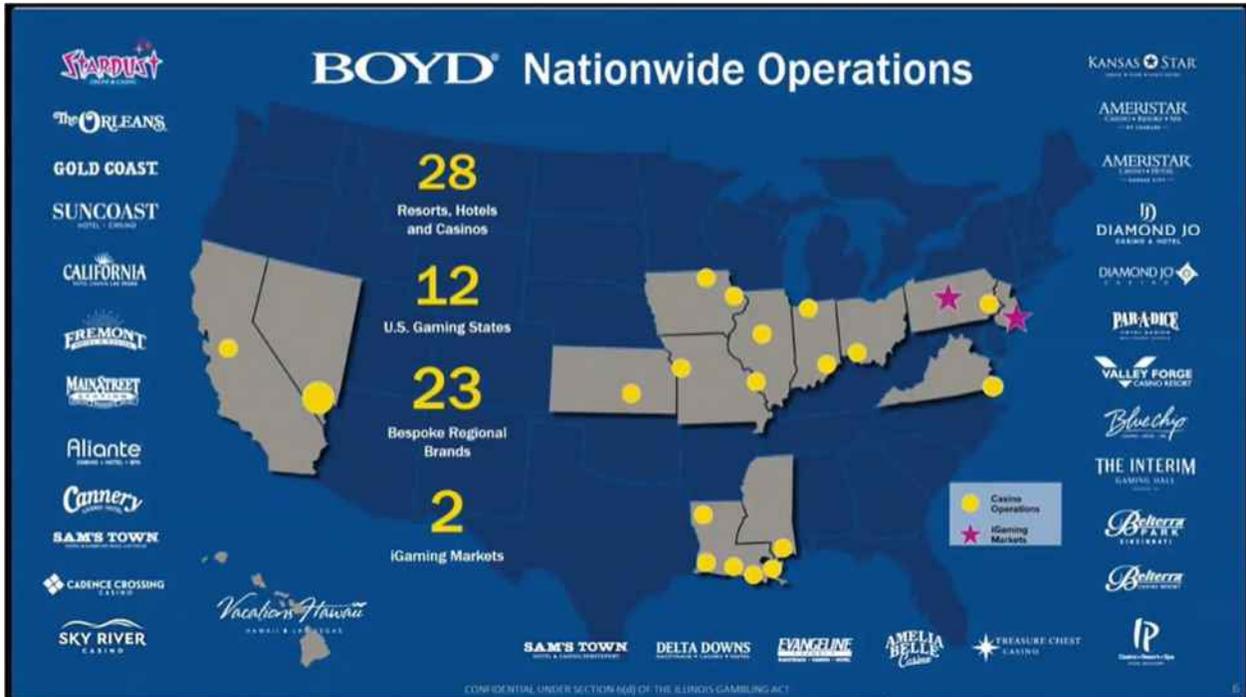
**1.5x**  
Leverage

**\$3.9B**  
Annual Revenue

CONFIDENTIAL UNDER SECTION 6(9) OF THE ILLINOIS GAMBLING ACT

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Slide 7



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The Modernized Riverboat will benefit from our nationwide loyalty program



Millions in Database

National Reach

Unique Rewards

Drives Visitation

BOYD  
Rewards



#1 Player's Club  
in USA

USA Today's 10 Best Reader's  
Choice Awards (2025)

PARADICE HOTEL & CASINO

Riverboat Modernization

**Our Commitment to Being An Employer of Choice**

BOYD



Sharon Cox

**Boyd Team Members In Action**

**186**

Nonprofit organizations benefiting from team member contributions

**\$3.7M**

Donated by Team Members to Charities Nationwide

CONFIDENTIAL UNDER SECTION 6-4 OF THE ILLINOIS GAMING ACT

Slide 10



**BOYD®**  
**PARADISE**  
HOTEL + CASINO

**Community  
Impact**

FROM DONOR LINE ITEM SECTION 502(C) OF THE 527(F)(B) BOARD REPORT

PARADICE  
HOTELS & CASINO

Riverboat Modernization  
**A Proven Community Partner**

BOYD



**BOYD** John Kahl  
Mayor of East Peoria

*Mayor of East Peoria, John Kahl*

***The Riverboat Modernization Proposal is a continued investment in the greater Peoria Region***

CONFIDENTIAL UNDER SECTION 66(B) OF THE ILLINOIS GAMBLING ACT

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Riverboat Modernization



## Significant Revenue Generator



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Since 1991, Par-A-Dice has generated **\$933M** in local and state taxes, creating material benefits for the greater Peoria region

### 2024 Annual Tax Impact

<b>\$61M</b>	<b>\$12M</b>	<b>\$3M</b>	<b>425,362</b>
Annual Adjusted Gaming Revenue	Annual State Gaming & Admission Taxes	Local Share Equally Split with Peoria and East Peoria	Annual Guest Admissions

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### Tax Impact Since 1991

<b>\$103M</b>	<b>\$103M</b>	<b>\$933M</b>
Total Taxes Paid To Peoria	Total Taxes Paid To East Peoria	Total State Gaming & Admission Taxes

CONFIDENTIAL UNDER SECTION 6(2) OF THE ILLINOIS GAMBLING ACT

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Riverboat Modernization

## Our Unique Workplace Culture



Par-A-Dice has established itself as a regional employer of choice, with stable leadership

### Regional Employer of Choice

**450**  
Team Members

**40%**  
Team Members with  
10+ Years Seniority

**93%**  
Job Satisfaction  
Rating

**\$19M**  
Annual Wages/Benefits

### Continuity of Senior Management

**28%**  
Management Team with  
20+ Years Seniority



**26 Years**  
Executive Team's  
average tenure

CONFIDENTIAL UNDER SECTION 662B OF THE ILLINOIS GAMBLING ACT

Riverboat Modernization

**PARADICE** **BOYD**  
HOTEL & CASINO

**Creating Opportunities Throughout the Greater Peoria Region**

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Our workforce is 24% minority vs. 21% for the Tri-County area

### Team Member Diversity

<b>24%</b> Minority	<b>47%</b> Women	<b>7%</b> Veterans
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### Diversity in our Procurement Programs

<b>\$9.7M</b> Spent with Illinois vendors	<b>315</b> Illinois vendors 26 WBE, 12 MBE, 2 PBE, 2 VBE	<b>\$1.5M</b> Spent with Illinois WBEs and MBE's	<b>12 Years</b> Hosted Illinois Black Chamber of Commerce Annual Convention, 2011-2024*
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\*excluding 2020 & 2021 due to Covid

CONFIDENTIAL UNDER SECTION 6(2) OF THE ILLINOIS GAMBLING ACT

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Riverboat Modernization



**25 Years of Supporting Non-Profits in the Greater Peoria Region**



Par-A-Dice is a valued partner to non-profits throughout the greater Peoria region

**400+**  
Non-profits  
Supported in 2024

**Total Donated over Last Five Years**  
**\$1.4M**













**2024 Contributions**

<b>\$216K</b>	<b>\$135K</b>	<b>\$88K</b>
Cash Donations	In-Kind Donations	Team Member Giving

CONFIDENTIAL UNDER SECTION 6(1) OF THE SLURKING GAMBLING ACT

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PARADICE  
HOTEL + CASINO

Riverboat Modernization

BOYD

**Making a Difference in our Community**



*A 31-year track record of giving back to our community*

*Christa Staley, Executive Director, Midwest Food Bank, Peoria, Illinois*

CONFIDENTIAL UNDER SECTION 609 OF THE ILLINOIS GAMBLING ACT

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Slide 17

**Community Involvement – Board Memberships**

**Cori Rutherford,  
VP and General Manager**



PARADICE  
HOTELS & CASINO

Riverboat Modernization

BOYD

### Community Involvement – Board Memberships

Carrie McCarty,  
Director Operations

Jim Simmons,  
Director Surveillance

Cori Rutherford,  
VP and General Manager

Veronica Coleman, Director  
Food & Beverage

Six Other Executives

center for prevention of abuse

Peoria  
AREA CHAMBER OF COMMERCE

EAST PEORIA  
CHAMBER OF COMMERCE

Crittenton Centers

Various Local Boards

CONFIDENTIAL UNDER SECTION 602J OF THE ILLINOIS GAMBLING ACT

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CONFIDENTIAL UNDER SECTION 6(2) OF THE ILLINOIS GAMBLING ACT 18

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Slide 20



**BOYD<sup>®</sup>**

**PARADISE**  
HOTEL + CASINO

**Riverboat  
Modernization**

STRICTLY CONFIDENTIAL UNDER SECTION 66(j) OF THE ILLINOIS GAMBLING ACT AND PROPRIETARY

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PARADICE  
HOTEL & CASINO

Riverboat Modernization

**History of Reinvestment In The Property**

BOYD

The Riverboat Modernization Project is another step in our ongoing commitment to re-investment at Par-A-Dice as we seek to remain competitive in the market

**\$35M**  
Reinvested Since 2016

**\$160M**  
Riverboat Modernization

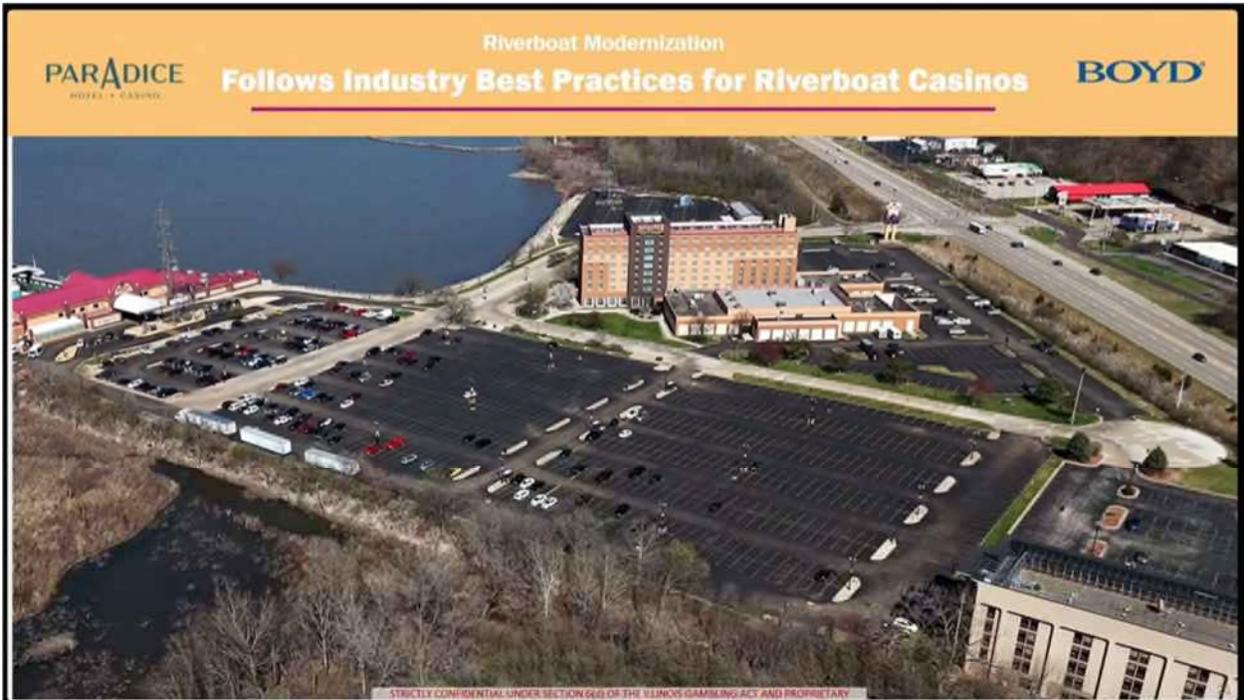
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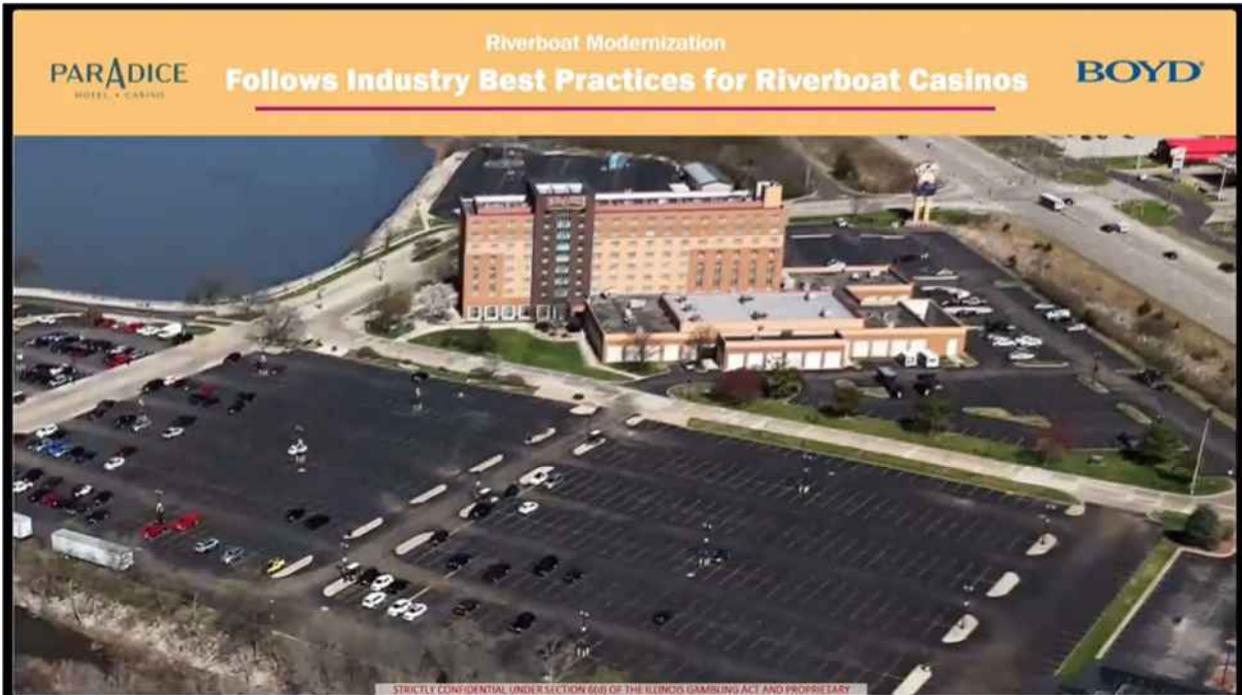
**Our History of Reinvestment in Illinois**

-  \$8.7M renovation of hotel
-  \$6M for two new restaurants
-  Significant Infrastructure reinvestment

STRICTLY CONFIDENTIAL UNDER SECTION 66(d) OF THE ILLINOIS GAMBLING ACT AND PROPRIETARY

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PARADICE HOTEL & CASINO

Riverboat Modernization

Follows Industry Best Practices for Riverboat Casinos

BOYD



Casino Sits On Illinois River Water

- Raised Floor
- Concrete Slab
- Water Basin

2.3

STRICTLY CONFIDENTIAL UNDER SECTION 66-1 OF THE ILLINOIS GAMBLING ACT AND PROPRIETARY

**PARADICE**  
HOTEL + CASINO

Riverboat Modernization

**Competitive Gaming & Non-Gaming Amenities**

**BOYD**

*20,500 SF  
Modernized Ballroom  
& Meeting Space*

*New Porte Cochere*

*29,000 SF Casino*

*Gastropub*

*Designed to meet LEED standards*

**Casino Sits On Illinois River Water**

Asphalt Floor  
Concrete Slab  
Water Basin

\*Exterior Renderings for Illustrative Purposes Only

STRICTLY CONFIDENTIAL UNDER SECTION 8-01 OF THE ILLINOIS GAMBLING ACT AND PROPRIETARY

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PARADICE HOTEL & CASINO

Riverboat Modernization

**Competitive & Modern Entertainment Amenities**

BOYD

**665** Slots

**24** Tables

**120** Steakhouse seats

**155** Gastropub seats

**42** QSR seats

The floor plan diagram illustrates the layout of the modernized riverboat. The central area is a large 'Casino' floor, colored in light blue, featuring a grid of slot machines and a central aisle. To the top of the casino is a 'Steakhouse' (green) and a 'QSR' (orange) area. To the left of the casino is a 'Restroom' (yellow) and a 'BAR' (green). To the right is a 'Gastropub' (green) and another 'Restroom' (yellow). Two 'Entrance' points are marked: one at the top center and one at the bottom center.

Restroom

Steakhouse

QSR

Restroom

BAR

Casino

Gastropub

Restroom

Entrance

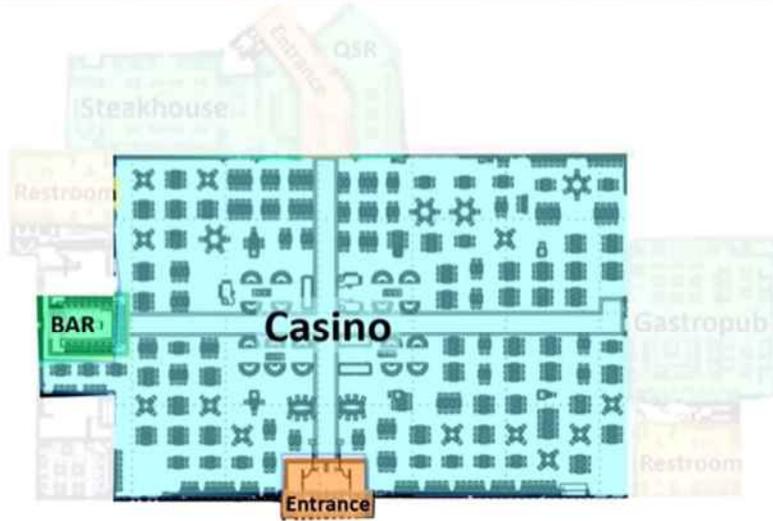
Entrance

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- 665 Slots
- 24 Tables
- 120 Steakhouse seats
- 155 Gastropub seats
- 42 QSR seats



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Riverboat Modernization

**PARADICE**  
HOTEL & CASINO

**Contemporary, Easy Access Riverboat Design**

**BOYD**



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*Contemporary  
Architectural  
Style with  
State-of-the-Art  
Gaming  
Technology*

**Casino Sits On Illinois River Water**



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PARADICE  
HOTEL & CASINO

Riverboat Modernization

**Best-In-Market Dining Options**

BOYD®

The image shows a detailed floor plan of a building, likely a hotel or casino, with several dining areas highlighted in green. The highlighted areas are labeled 'Steakhouse', 'GSR', and 'Gastropub'. The plan also shows various rooms, corridors, and other architectural details. The text 'Riverboat Modernization' and 'Best-In-Market Dining Options' are prominently displayed at the top of the plan. The logos for 'PARADICE HOTEL & CASINO' and 'BOYD®' are also visible.

STEAKHOUSE

GSR

GASTROPUB

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Illustrative designs of existing spaces or in development



*Steakhouse*  
*Gastropub*  
*Quick Service*  
*Restaurant*

PARADICE  
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Riverboat Modernization  
**Modern Ballroom & Meeting Space**

BOYD®

Hotel

Ballroom

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Riverboat Modernization

**PARADICE**  
HOTEL & CASINO

**Market-Leading Ballroom & Meeting Space**

**BOYD**

Illustrative designs of existing spaces or in development



***A Premier  
Destination for  
Conventions  
and  
Celebrations***

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The Riverboat Modernization Project creates significant opportunities for local, MBE, WBE, and DBE contractors

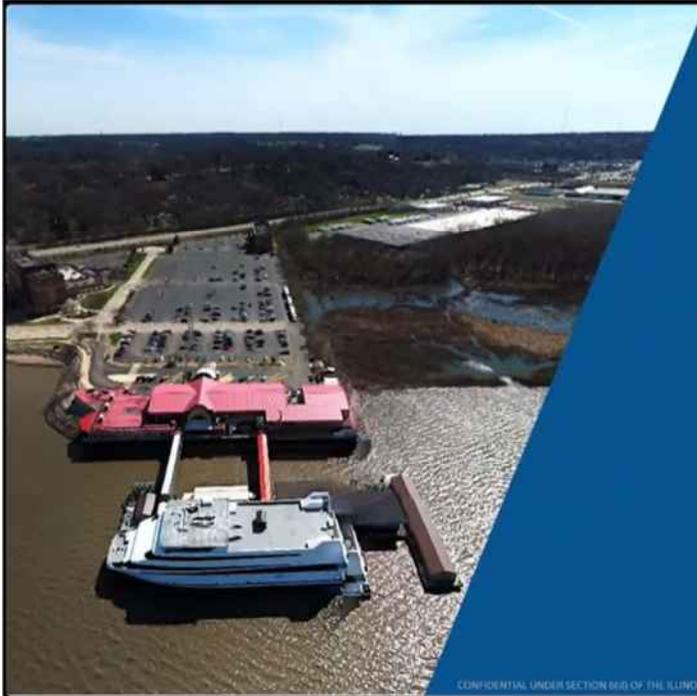
- ✓ **\$160M Development Project** – Opportunities for diverse and local contractors
- ✓ **772 Total Construction Jobs** – **\$54M** in total construction salaries and wages (Direct, Indirect, & Induced)

### Riverboat Modernization: Economic Impacts

- ① **503** in direct construction-phase jobs  
→ **269** in indirect and induced construction-phase jobs
- ② **\$38M** in direct construction salaries and wages  
→ **\$16M** in indirect and induced construction salaries and wages
- ③ **\$156M** in total economic impact



Slide 35



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**PARADISE**  
HOTEL + CASINO

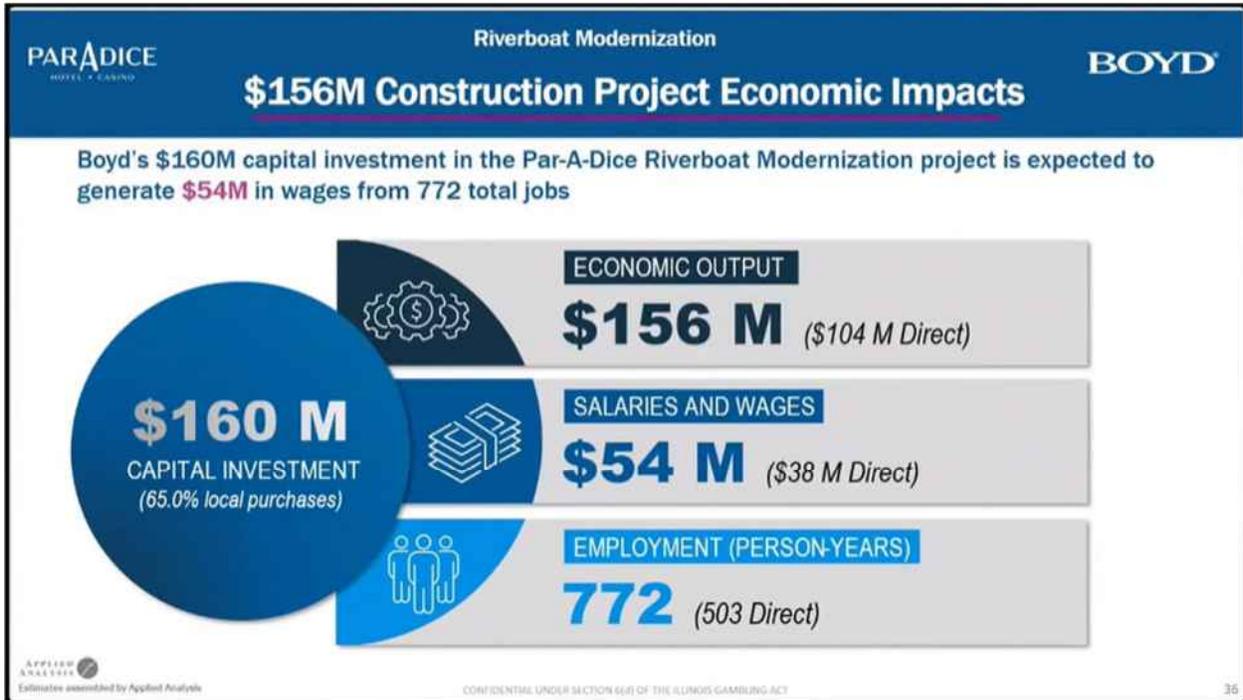
**Economic  
Impact**

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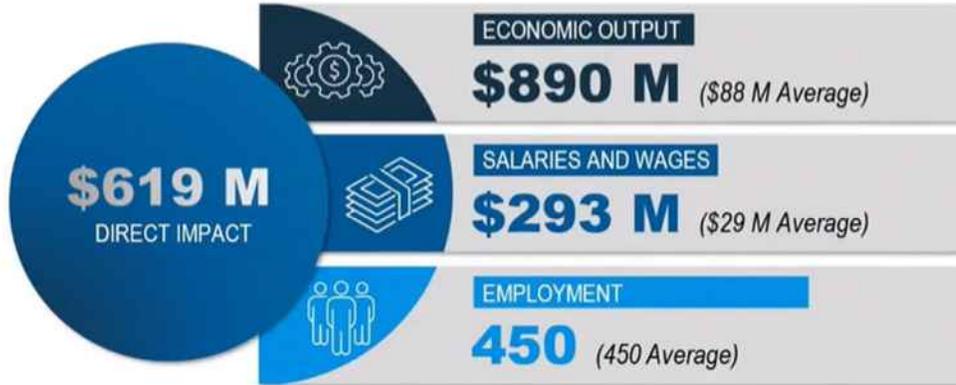






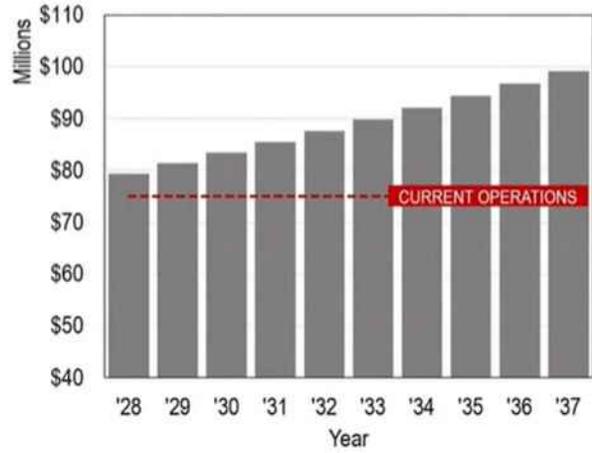
## \$889.5M Local Economic Impacts

The Par-A-Dice Riverboat Modernization project is expected to generate **\$293M** in salaries and wages throughout the greater Peoria region during its first 10 years of operation



**\$139 M in Increased Local Economic Impacts**

The Par-A-Dice Riverboat Modernization project is expected to increase regional economic output by an additional **\$139M** over the first 10 years



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**Proposal**

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BOYD

Riverboat Modernization Project

**Satisfies The Intent of the Illinois Gambling Act\***



*This Act is intended to benefit the people of the State of Illinois by assisting economic development, promoting Illinois tourism, and increasing the amount of revenue available to the State to assist and support education; and to defray State expenses. (230 ILCS 10/2(a).)*

**Riverboat Modernization Project is Consistent With Legislative Intent**

**Economic Development**

**\$890M**

Total Economic Output

**Jobs**

**772**

Total Jobs with Construction Jobs

**450**

Ongoing Operations Jobs

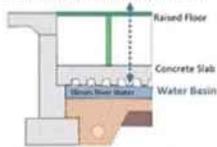
**Boost Tourism**

**\$139M**

Incremental Regional Economic Output

**Beautification of Riverbanks**

Casino Sits On Illinois River Water



Designed to Current Industry Standards for Best Customer Appeal

\* Illinois Gambling Act would spur economic development, create jobs, boost tourism . . . [and] cause beautification along the riverbanks. (Ill. H.R. Tran. 1989 Reg. Sess. No. 61 at 89 [Statement of Rep. Giorgi].)

APPLIED ANALYTICS

All numbers represent the first ten-year estimates assembled by Applied Analysis. STRICTLY CONFIDENTIAL UNDER SECTION 5(0) OF THE ILLINOIS GAMBLING ACT AND PROPRIETARY

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**Riverboat Modernization Project**

**PARADICE** HOTELS & CASINOS **BOYD**

**Satisfies: 1999 Amendment to the Illinois Gambling Act**

*The Riverboat Modernization Project is Consistent with Established IGB Precedent*

- ✓ Rivers Casino – 2011 IGB approved waterproof basin
- ✓ Harrah's Metropolis - 2014 IGB approved Riverboat on overlapping water bladders

**1999 Amendment Removed Navigable Stream Requirement**

*The Act authorized [r]iverboat gambling . . . upon any water within the State of Illinois[.]* \*

**Casino floor is designed to sit upon water**

\* (1999 Ill. Legis. Serv. P.A. 91-40 at 30.)

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Riverboat Modernization Project



Satisfies: Riverboat Gaming Authorization for East Peoria



- ✓ **2001 Illinois Attorney General Opinion** – The Project is not miles from the Illinois River
- ✓ **Lake County Riverboat L.P. v. Illinois Gaming Board\*** – The Project remains on the Illinois River

The Modernized Riverboat Remains on the Illinois River \*\*



Illinois River

Plain Meaning of the Word "on"



**on** can mean at, near, or next to a particular place, thing, or person or next to or along the side of



**on** can be used as a function word to indicate position in close proximity with

- ✓ It's a small town on the Mississippi River means the town is next to or along the side of the Mississippi River. (*Cambridge Dictionary*)
- ✓ They have a house on the river. [=on land next to the river]. (*Britannica Dictionary*)
  - Common understanding for real estate: see, e.g., listing for Stunning Custom Ranch on the Illinois River
- ✓ [I]n every city **located on a river or other body of water** the land near . . . water generally has a higher market value . . . *Illinois Light & Power Co. v. Bedard*, 343 Ill. 618, 623 (1931) (emphasis added).
- ✓ Common understanding for real estate: see, e.g., listing for Stunning Custom Ranch on the Illinois River (<https://www.atproptirms.com/22433038/17-windward-way-ottawa-illinois-61350-ne/>)

\*332 Ill. App. 3d 127 (2002)    \*\*230 ILCS 10/1-24 et seq.

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Riverboat Modernization Project



## Property Law: Casino Site Parcel Extends Into Illinois River





- ✓ **Same Soils** - Alluvial soils consist of silty sand and clay with organics, shells, wood, and roots
- ✓ **Same Parcel** - Ownership rights along navigable rivers extend to the midpoint of Illinois River
- ✓ **Historic River Inlet** - The site of Boyd's proposed gaming facility historically part of an Illinois River inlet

### The Casino Site Has Historically Been on the Illinois River

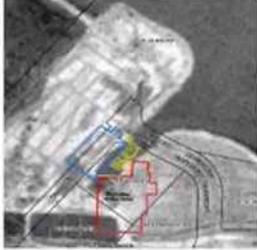
1967



1971



1977



2023



— Casino

— Connection to Hotel

— Existing Hotel

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**Closing  
Summary**

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Riverboat Modernization Project

## Roadmap for Success




**Established History of Ongoing Evolution and Modernization of Riverboat Gaming in Illinois**

1993



August 1993, the Par-A-Dice Riverboat Casino travels on the Illinois River between Peoria and East Peoria.

1994



The Par-A-Dice Riverboat Casino passes a barge on the Illinois River near the McClugage Bridge.

2016



2016, the Par-A-Dice Riverboat Casino on the banks of the Illinois River in East Peoria

**Casino floor is designed to sit upon water**





*The IGB Has Always encouraged its Licenses to take a modern approach to Riverboat Gaming*

A look back at the Par-A-Dice Riverboat Casino with historic photos  
Journal Star  
Dec. 2, 2024/Updated Aug. 23, 2025, 10:22 p.m. CT

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Riverboat Modernization Project

**Roadmap for Success**

BOYD

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**Riverboat Modernization Positively Impacts the greater Peoria region & The State of Illinois**

- ① **Modernization is in State's Best Interest** – Maximizes the Value of the Gaming License for the Benefit of the State of Illinois
- ② **Significant Wages & Salaries** - **\$29M** in Direct, Indirect and Induced Regional Salaries annually
- ③ **Significant Economic Output** - **\$890M** in Total Economic Output Over 10 years
- ④ **Significant Economic Output** - **\$139M** of Incremental Economic Output Resulting from this Project over that 10-year period
- ⑤ **Honors Our Commitment to Modernization Within the Current License Term** –Boyd's Current License Term to **2028**

APPLIED ANALYTICS  
Estimates assembled by Applied Analytics

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*Presentation to*



STRICTLY CONFIDENTIAL UNDER SECTION 6/10 OF THE ILLINOIS GAMBLING ACT AND PROCEED EARLY

## Slide 52

**Disclaimer**

The information contained in this presentation submitted by Par-a-Dice Gaming Corporation and Boyd Gaming Corporation (PAD) in support of the proposed modernization of the Par-a-Dice casino riverboat, including the facts, data, descriptions, and projections included therein, is intended only for illustrative purposes and contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. Such statements contain words such as may, will, might, expect, believe, anticipate, project, could, would, estimate, continue, plans, forecast, pursue, or the negative thereof or comparable terminology, and may include (without limitation) projected financial information and information regarding PAD's expectations, goals or intentions regarding future performance, anticipated growth, and market opportunities. Forward-looking statements involve certain risks and uncertainties, and actual results may differ materially from those discussed in any such statement. You should not put undue reliance on these statements, which speak only as of the date hereof. All forward-looking statements attributable to PAD are expressly qualified in their entirety by the foregoing cautionary statements. Except as may be required by law, we undertake no obligations to update or revise publicly any forward-looking statements.



Applied Analysis (AA) is a leading economic, fiscal and policy consultancy known for its comprehensive approach to helping businesses and government agencies navigate complex challenges with expertise spanning economic research, financial analysis and market forecasting.

**Limitations and Assumptions**

Input-output models, as is the case with all econometric models, are not without their limitations; the statistical model used in this analysis, IMPLAN, for example, assumes that capital and labor are used in fixed proportions. This means that for every job created or lost, a fixed change in investment, income and employment results. In reality, developers, consumers and governments respond to stimuli in complex ways, including changing the mix of capital or labor as well as the types and frequencies of investment. Importantly, each impacting force has its own unique characteristics, affecting how consumers and businesses respond to the given change

**Key Considerations When Reviewing the Analysis**

The objective of this analysis is to identify and quantify the economic impacts associated with transitioning the Par-A-Dice Hotel Casino in East Peoria, Illinois, to a modernized riverboat. This report's purpose is to assist the community in better understanding how the transition will impact the local community and to estimate the related economic impacts of both constructing and operating the casino. Included in this report are an overview and analysis of the estimated economic impacts associated with the casino transition. Data used in this analysis were obtained from Boyd Gaming and various third-party data providers. The data were assembled by AA. While we have no reason to doubt its accuracy, the information collected was not subjected to any auditing or review procedures by AA; therefore, we can offer no representations or assurances as to its completeness. Additional data and information may become available that would alter the estimated impacts reported herein. Please note that values may not sum due to rounding.

# EXHIBIT Q



111 East Wacker Drive, Suite 2600  
Chicago, IL 60601-4208  
Tel: 312.527.4000 | Fax: 312.527.4011  
taftlaw.com

**John F. Kennedy**  
312.836.4122  
jkennedy@taftlaw.com

January 20, 2026

**CONFIDENTIAL**

**VIA ELECTRONIC MAIL & MESSENGER**

Mr. Marcus Fruchter, Administrator  
Mr. Robert Burke, Assistant Administrator  
Mr. Daniel Gerber, General Counsel  
Illinois Gaming Board  
160 N. LaSalle Street, Suite 300  
Chicago, Illinois 60601  
[marcus.fruchter@illinois.gov](mailto:marcus.fruchter@illinois.gov)  
[robert.burke@illinois.gov](mailto:robert.burke@illinois.gov)  
[daniel.gerber@illinois.gov](mailto:daniel.gerber@illinois.gov)

Dear Messrs. Fruchter, Burke and Gerber:

**I. Executive Summary**

On behalf of the City of Peoria (“**Peoria**”), we write to address your attention and that of the Illinois Gaming Board (“**IGB**” or “**Gaming Board**”) to its substantive legal concerns presented by Boyd Gaming’s (“**Boyd**”) plan to “modernize” its riverboat casino known as Par-A-Dice Casino (“**Par-A-Dice**”) that is currently moored dockside on the Illinois River in East Peoria, Illinois.

In spite of Peoria’s numerous requests, Boyd only disclosed its proposal to the public (and Peoria) five weeks ago at the December 11, 2025 IGB meeting. Given the IGB’s statement that it will consider further Boyd’s proposal on February 5, 2026, this is a time-sensitive matter.

Peoria has a direct legal and equitable interest in Boyd’s proposal because, as you know, the Illinois Gambling Act, 230 ILCS 10/1 et seq. (the “**Act**”) specifically states that Peoria is entitled to a license for a land-based casino if East Peoria does not operate a riverboat casino.

The riverboat casino Boyd proposes is not on the Illinois River, as required by the Act—not by any measure. It is a brick-and-mortar, land-locked building. Boyd’s assertion that the IGB has approved such a structure before is incorrect. Boyd ignores the fact that the location of its riverboat casino on the Illinois River was determined by the Illinois General Assembly in 1990, and it has

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never been amended to allow the IGB to relocate that license off the Illinois River. The Act and binding Illinois Supreme Court case law prohibits the relocation of Boyd's Illinois River riverboat casino from the Illinois River without an amendment to the Act. Under well-established law, the IGB lacks the authority to override the General Assembly's mandate that the Illinois River riverboat casino be located on the Illinois River.

Boyd claims that it satisfies the statutory requirements through its plan to have up to 1,000 gallons of Illinois River water circulate beneath the new land-based casino's 29,000 square foot casino floor. Boyd likens its plan to the Rivers Casino in Des Plaines, where a casino was built atop a water basin, or the Harrah's Metropolis Casino, which was built over water bladders. What Boyd ignores is that Rivers Casino was relocated following changes to the law and Harrah's Metropolis Casino is not one of the Six Specific Licenses (described further below). The Rivers casino operates on a license that originally required the location of the casino to be on the Mississippi River. Ultimately, the Illinois General Assembly amended the Act to provide for the relocation of that particular casino from the Mississippi River, which allowed Emerald to attempt to site a casino in Rosemont. After protracted litigation and a statutory amendment, Rivers was permitted to be sited in Des Plaines, off of the Mississippi River, through statutory amendment. *See Crusius v. Ill. Gaming Bd.*, 216 Ill. 2d 315, 318–21 (2005) (summarizing legislation and litigation over Emerald move). Second, the Harrah's Metropolis license was initially sited on the Ohio River and its location was not mandated by the Illinois General Assembly in the Act, unlike here. *See* 230 ILCS 10/7(e) (Metropolis license is one of the "4 additional licenses" not assigned to a specific river).

In sum, Boyd's proposal to "modernize" its riverboat casino violates well-established Illinois law and IGB precedent. First, Boyd's proposal would relocate its riverboat casino from dockside on the Illinois River to a land-based facility over 150 feet away from the Illinois River, which is strictly prohibited by Illinois law and IGB authority unless the Act is amended to specifically allow such relocation. Here, there is no such amendment. Second, Boyd's proposal would transform the riverboat casino into a land-based casino located in East Peoria. This, too, is prohibited by Illinois law and IGB precedent, and also interferes with the longstanding Inter-Governmental Agreement ("IGA") between East Peoria and Peoria.

## **II. Applicable Legal Authority**

The Par-A-Dice Casino cannot be moved off the Illinois River and relocated inland, as Boyd proposes. The law is clear. In 1990, the Illinois General Assembly enacted the Act, which created the IGB and authorized the issuance of ten riverboat casino licenses by the IGB. Under Section 7(e) of the Act, the Illinois General Assembly expressly provided for the situs of six of those casinos ("**Six Specific Licenses**"). Of the Six Specific Licenses, four riverboat casino licenses were dedicated to locations on the Mississippi River. One riverboat casino license was dedicated to the Des Plaines River, and one license was dedicated to the Illinois River. Boyd's Par-A-Dice riverboat casino has operated under the license dedicated to the Illinois River for the last thirty-six years. The Act only granted the IGB authority to determine the locations of the remaining four riverboat casino licenses, and not the location of the Six Specific Licenses. *See* 230 ILCS 10/7(e).

Section 7(e) of the Act and the IGA provide that Peoria shall be the location of a land-based casino if East Peoria does not host a riverboat casino on the Illinois River. 230 ILCS 10/7(e) (“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.”). This means that Peoria has both a statutory right granted by the General Assembly and a contractual right under the IGA recognized by East Peoria to be the location of a land-based casino. The IGB lacks the authority to grant Boyd’s proposal because it would violate Section 7(e) by relocating the riverboat casino off of the Illinois River, as expressly required by the Act, *and* it would be authorizing a land-based casino in East Peoria in violation of the Act (and the IGA).

Since the enactment of the Illinois Gaming Act, there has been an unbroken chain of precedent from the courts and the IGB that recognizes that only the Illinois General Assembly can approve the relocation of one of the Six Specific Licenses set forth in 230 ILCS 10/7(e).

**a) *History of the Riverboat Casino Licenses in Illinois***

The Act was enacted in 1990 as the Illinois Riverboat Gambling Act (P.A. 86-1029). The original Act (pursuant to Section 3(c) thereof) authorized riverboat gambling on “any navigable stream” and required riverboats to conduct excursions. The Act authorized the IGB to issue ten licenses for the ownership of riverboats on which gambling could be conducted. For the Six Specific Licenses, the statute specified the navigable stream on which riverboat gambling could be conducted—the Mississippi River (four licenses), the Illinois River south of Marshall County (one license), and the Desplaines River in Will County (one license). These six licenses went to the Alton Belle, the Silver Eagle, Casino Queen, and the Casino Rock Island, all on the Mississippi River, the Empress Casino on the Des Plaines River, and currently the Par-a-Dice Casino on the Illinois River.

In 1999, the Act was amended to allow riverboat gambling on “any water” and to expand the definition of “riverboat” to include permanently moored barges. Those amendments do not, however, grant authority to the IGB to relocate the Six Specific Licenses. As binding precedent shows, the relocation of any of the Six Specific Licenses requires a specific statutory amendment authorizing such relocation. Of the Six Specific Licenses:

- The Alton Belle became the Argosy Casino Alton and continues to operate as a permanently moored barge on the Mississippi River.
- The Silver Eagle’s license was revoked in 1997. The 1999 amendment to the Act (P.A. 91-40) allowed its subsequent owner, Emerald Casino Inc. (“**Emerald**”), to file an application to move gambling operations from the Mississippi River to Rosemont, Illinois. In 2011, after more than a decade of litigation, the original Silver Eagle license was issued to Midwest Gaming and Entertainment Limited, which in turn opened Rivers Casino (“**Rivers**”) in Des Plaines, Illinois, atop an artificial moat. Subsequently, Rivers removed the moat and became fully land-based pursuant to the 2019 amendment to the Act (P.A. 101-31) (specifically Section 7(k) of the Act), which authorized owners licensees to

conduct land-based gambling operations upon approval by the IGB and payment of a fee of \$250,000.

- The Casino Rock Island (now Bally's Quad Cities) was authorized to move from its original location on the Mississippi River pursuant to the 2002 amendment to the Act (P.A. 92-600), permitting one of the three remaining Mississippi River owners licensees to conduct riverboat gambling in a municipality that bordered on the Mississippi River or was within five miles of the Mississippi River.
- The Casino Queen (now DraftKings at Casino Queen) was authorized to move from its original location on the Mississippi River pursuant to the 2003 amendment to the Act (P.A. 93-28) and subsequent 2003 and 2005 amendments to the Act (P.A. 93-28, P.A. 93-453 and P.A. 94-667) permitting the remaining Mississippi River owners licensees to conduct riverboat gambling in a municipality that bordered on the Mississippi River or was within five miles of the Mississippi River.
- The Empress Casino (now Hollywood Casino Joliet) became a permanently land-based casino in 2025 pursuant to the 2019 amendment to the Act (P.A. 101-31), which authorized owners licensees to conduct land-based gambling operations upon approval by the IGB and payment of a fee of \$250,000.
- The Par-a-Dice Casino continues to operate as a permanently moored barge on the Illinois River.

***b) The Courts Interpret the Act's Location Requirements for Riverboat Casinos***

In *Lake County Riverboat v. Ill Gaming Bd.*, 332 Ill. App. 3d 127 (1st Dist. 2002), the Illinois Appellate Court considered the statutory scheme governing riverboat gambling—and later, land-based casino gambling—in Illinois. The case concerned Section 11.2 of the Act (added to the Act in 1999 by P.A. 91-40), statutory language that allowed one of the Six Specific Licenses—Emerald Casino in East Dubuque, Illinois—to move to a new location. Before the passage of 230 ILCS 10/11.2 in June 1999, a competing casino developer, Lake County Riverboat, had applied to take over Emerald's license and open a casino on the Fox River. But the statute thwarted Lake County Riverboat's plans, because the statute expressly provided that Emerald was permitted to move to a new location where its casino would be economically viable. The First District rejected Lake County Riverboat's challenge for lack of standing. The standing question turned on two issues: “[1] whether Emerald's license would have been available for competitive application and [(2)] whether the license was geographically restricted to the Mississippi River in the absence of legislation that would authorize relocation.” *Id.* at 133.

The court answered *yes* to (1) but *no* to (2). The court “[did] not see how Emerald could have saved its license” and found that “Lake County had a realistic pre-amendment hope of becoming a competitive bidder for [Emerald's] license.” *Id.* at 134. But the court concluded the license *was* geographically limited to the Mississippi River before the Act was amended, so Lake County had no realistic pre-amendment chance of being awarded the license. Looking to legislative history to “ascertain and give effect to the true intent of the legislature” in enacting the Riverboat Gambling Act, the court “[did] not find any indication the legislature intended to give the Board authority to relocate any of the [Mississippi River riverboat licenses] from the Mississippi to some other

waterway.” *Id.* at 138. Instead, the court saw in the legislative scheme “*a consistent and persistent commitment to gambling boats on the Mississippi River*, without any apparent concern for the financial viability of those enterprises. The wisdom of legislative choice is not for us.” *Id.* (emphasis added). The court further noted that the statute at issue in the case only affected the Emerald license, *see id.* at 130 (“Everyone agrees section 11.2 applies only to Emerald.”), and left in place the geographic restrictions in the other licenses. As to the other licenses, “[t]here is no indication those licenses could be relocated by the Board should they be revoked or terminated. *No additional powers to relocate were granted to the Board.*” *Id.* at 140. Thus, Lake County Riverboat had no standing, because even if the legislature had not passed the statute at issue, the relevant statutory scheme barred the Gaming Board from granting it a license to build a casino on the Fox River.

Critically, the court wrote, “Based on all we have said, we conclude the Riverboat Gambling Act of 1990 *does not give the Board discretion to issue any of the first six licenses* [those granted for casinos on specified rivers] *away from their statutorily designated navigable streams . . .*” *Id.* at 140 (emphasis added). The *Lake County* case affirms that the Gaming Board is limited by the statutory restrictions in 230 ILCS 10/7(e). It may not license a casino that does not comply with those restrictions, notwithstanding any concerns about the “financial viability of th[e] enterprise.” *Id.* at 138. Only the legislature may revise the geographic restrictions applicable to each license.

The Illinois Supreme Court adopted the reasoning of *Lake County Riverboat* in *Crusius v. Ill. Gaming Bd.*, 216 Ill. 2d 315, a subsequent constitutional challenge to the same statute, this time brought by Illinois taxpayers and the state of Illinois. Specifically, it ratified the First District’s statement regarding the geographic restrictions on the Six Specific Licenses. The Court wrote: “[The First District] held that the Riverboat Gambling Act *does not give the Board discretion to issue any of the six licenses whose locations are fixed by the Act away from their statutorily designated navigable streams*, even where a license is revoked or terminated and reissued to a new licensee.” *Crusius*, 216 Ill. 2d 315, 322 n.1 (2005) (emphasis added). In *Crusius*, plaintiffs argued that the statute permitting Emerald to move its casino off the Mississippi River was unconstitutional “special legislation.” *Id.* at 325. The Court rejected the challenge on the basis that the statute permitting Emerald and only Emerald to relocate was “rationally related to the Riverboat Gambling Act’s economic goals” of “assisting development, promoting tourism, and generating revenue for education.” *Id.* at 327. Specifically, “the legislature could rationally have determined that Emerald’s business would fare better if Emerald were given the opportunity to operate somewhere other than the East Dubuque site, which had proved to be economically unviable.” *Id.* at 328.

The *Crusius* decision affirms the vitality of the Gambling Act’s geographic restrictions, and that the statutory restrictions control over contrary action by the IGB. The Supreme Court noted the Act’s “regulatory provisions are ‘designed to *strictly regulate* the facilities, persons, associations and practices related to gambling operations.’” *Id.* at 329 (quoting 230 ILCS 10/2(b)) (emphasis added). “[S]trict regulation” is an *independent goal* of the Riverboat Gambling Act. The Court further noted that “whether a statute is wise or whether it is the best means to achieve the desired result are matters left to the legislature, not the courts.” *Id.* at 323 (quoting *Arangold Corp. v.*

*Zehnder*, 204 Ill. 2d 142, 147 (2003)). Thus, courts do not second-guess the wisdom of the Act's various provisions, including its regulations on where casinos may be located. Separately, *Crusius* affirms that where the Act and a decision of the Illinois Gaming Board conflict, *the statute controls*. It discusses favorably an earlier First District decision that held that Section 11.2(a) *required* the Gaming Board to approve Emerald's petition for renewal of its license and relocation. *See id.* at 332–33 (discussing *Emerald Casino, Inc. v. Ill. Gaming Bd.*, 346 Ill. App. 3d 18 (1<sup>st</sup> Dist. 2003)). Because license renewal was “only one facet of the Board's regulatory authority,” *id.* at 333, and the Board could later revoke Emerald's license, there was no constitutional defect in Section 11.2(a) specifically requiring renewal of the license.

Separately, *Crusius* also reaffirms that Emerald “is the only riverboat gambling licensee” to which Section 11.2(a) applies—or at least, to which it applied as of 2005—because it was the only licensee who was not conducting riverboat gambling on January 1, 1998.

These decisions followed and were consistent with prior opinions from the Illinois Attorney General, who has repeatedly held that the IGB has no authority to permit the relocation of a riverboat absent express statutory authority. In 1995, the Silver Eagle—one of the Six Specific Licensees—inquired whether the IGB had the authority to permit it to relocate from its location on the Mississippi River in East Dubuque, Illinois to the Vermillion River in Danville, Illinois. (Ill. Att'y Gen. Op. No. 95-011, issued Sept. 1, 1995, at 1.) The Attorney General's response was a resounding “no.” Because the IGB was a creature of statute, “any power which is claimed by it must find its source within the provisions of the statute by which it is created.” (*Id.* at 4.) Once the Six Specific Licenses were issued, the Attorney General opined, the IGB had no authority to change “the location of the permitted operations,” and the IGB's powers were exhausted except as to renewal, suspension, or revocation. (*Id.* at 6.) The IGB “does not have the authority to permit the relocation of licensed gambling operations from one location to another” absent a specific statutory grant. (*Id.* at 6-7.)

In 2001, after the 1999 amendment to the Act expressly allowing the Silver Eagle to apply for relocation (by Section 11.2, discussed in *Lake County Riverboat*), the IGB inquired whether it had the authority to permit one of the three remaining riverboats on the Mississippi to move to a different location within the same community. (Ill. Att'y Gen. Op. No. 01-004, issued May 30, 2002, at 1.) The inquiry was prompted by the Casino Rock Island's request to relocate its riverboat on the Mississippi River to an inland basin within the same community. (*Id.* at 2-3.) The Attorney General's opinion was again a resounding “no.” The Attorney General explained that the 1999 amendment had not substantively changed the IGB's powers, and that its construction of those powers in the 1995 opinion thus still controlled. (*Id.* at 7.) The Attorney General reiterated that the IGB has no authority “to permit any revision to the terms of a license specifying where a riverboat will dock, which, pursuant to statute, must be described with specificity.” (*Id.* at 8-9.) The opinion retraced the legislative history of the Act to conclude that the 1999 amendment did not permit relocation except in the very specific circumstances set out in Section 11.2 and applying to the Silver Eagle. (*Id.* at 11-12.) Further, the opinion went on, even assuming that the IGB had the authority to permit an “intra-community relocation” (which it did not), Rock Island's proposal to move the riverboat to an artificially created basin separate from the Mississippi River would be

wholly inconsistent “with the statutory requirement that the boat operate ‘on the Mississippi River.’” (*Id.* at 12.) While the subsequent 2002, 2003 and 2005 amendments to the Act (P.A. 92-600, P.A. 93-28, P.A. 93-453, and P.A. 94-667) would allow intra-community relocation for the remaining Mississippi River licensees, no such relocation was ever allowed for the Des Plaines River and Illinois River licensees.

**c) *The Legislative History of the Act Reaffirms the Holdings of the Illinois Supreme Court and Illinois Appellate Court.***

The legislative history of the relevant amendments to the Act confirms that Boyd’s interpretation of the relevant statutory language is erroneous. The statute was carefully drafted to respond to the concerns of legislators who worried about loosening restrictions on riverboat gambling—and to preserve the critical distinction, which Boyd ignores, between riverboat gaming and land-based gaming. The initial debates over the Riverboat Gambling Act set the tone: riverboat gambling was to be tightly regulated to promote economic development in specified parts of the state according to a specific legislative plan. *See* 86<sup>th</sup> Ill. Gen. Assem., Senate Proceedings, May 26, 1989, at 243-44 (statements of Senator Jacobs) (quoted in *Lake County Riverboat L.P. v. Ill. Gaming Bd.*, 332 Ill. App. 32d 127, 138) (“The bill sets out a rigorous plan for regulating riverboat gambling. . . . A number of Illinois communities, in regard to tourism, could use some of that . . . . Excursion boats . . . might just be the ticket.”).

As the statute was amended to permit specific riverboat casinos to move off of their statutorily assigned rivers, legislators expressed concern about preserving the distinction between riverboat and land-based gambling. *See, e.g.* 93<sup>rd</sup> Ill. Gen. Assem., Senate Proceedings, May 30, 2003, at 62 (statement from Senator Roskam) (“[F]or those of you on my side of the aisle who are – are concerned about the ability to – to move a casino . . . off of the Mississippi River and really have a land-based casino, just heads up.”). The legislature responded by reaffirming the distinction, and further, reaffirming its primacy in this area. *See* 94<sup>th</sup> Ill. Gen. Assem., Senate Proceedings, March 6, 1997, at 43 (statement of Senator Cullerton) (“The only body that can expand gambling is us, the General Assembly.”).

**III. Boyd’s Proposal Would Violate Section 7(e) of the Act.**

Boyd’s proposal violates section 7(e) of the Act because it undeniably calls for the relocation of its gaming operations from a riverboat located on the Illinois River to a location that Boyd asserts is 150 feet inland and incorporated into “a land-based pavilion, which includes multiple restaurants and a gift shop.” (*See* page 5 of Boyd’s 2024 Form 10-K SEC filing for its description of its hotel complex.)

Boyd’s reliance on amendments to the Act (made in 1999) that amended Section 3(c) of the Act to eliminate the location of a riverboat casino to be on “navigable waters” or allowing riverboat casinos to be “upon water” do not apply to any of the Six Specific Licenses. That is because, as the Illinois Supreme Court held, such a relocation, by the plain language of the Act, would only be permitted if the Illinois General Assembly amended the Act to allow the relocation of the any

of the Six Specific Licenses from one of three navigable waters: the Mississippi River, the Des Plaines River, and the Illinois River.

The only times the Illinois General Assembly allowed the relocation of a license for one of the Six Specific Licenses from those three rivers *is by an amendment to the Act* that specifically identified the parameters by which the casino could be relocated from the subject river. P.A. 92-600 (effective June 28, 2002); P.A. 93-28 (effective June 20, 2003); P.A. 94-667 (effective August 23, 2005); *see* 230 ILCS 10/7(e), 11.2.

In presenting its proposal, Boyd maintained that its proposed changes to the Par-a-Dice Casino would be similar to the changes which lead to the Rivers Casino. But, this position ignores that Emerald’s license was authorized to move from the Mississippi River inland because the General Assembly amended the Act in 1999 to permit such a change (by introducing Section 11.2 of the Act), and the IGB authorized the relocation, accordingly. That is why Rivers is authorized to operate its casino—it operates under one of the Six Specific Licenses granted to Emerald, *as amended by the Act*.

By contrast, the Illinois General Assembly has never amended the Act to provide that the Par-A-Dice Riverboat Casino could be moved off of the Illinois River. Boyd carefully avoids the particular provision of the Act at issue:

*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). While Boyd claims that it will be operating riverboat gambling on the Illinois River in the City of East Peoria, that claim completely ignores the plain language of the Act and the legislative intent that provided for the Par-A-Dice license. It further strains credulity that Boyd’s proposal satisfies the statutory requirements set forth in Section 7(e).

Section 7(e) clearly requires a casino located “on” the Illinois River, Boyd self-servingly argues that “on” does not mean floating upon the river but instead means “next to” or “along the side of” the river. Even utilizing Boyd’s preferred definition of “on,” the proposed facility cannot reasonably be described as being “on the Illinois River” (as required by the law) when it is physically located approximately 150 feet from the river and separated from the shoreline by a road and parking lot. A structure placed that far inland, with clear man-made barriers between it and the river, does not fit within either Boyd’s definition or the commonly understood meaning of being “on” a body of water. Again, construing Boyd’s definition of “on” in its best light, the term implies immediate proximity, direct contact, or physical placement at the water’s edge—none of which are present here. By any ordinary description, a building situated well back from the river and buffered by built infrastructure is by no definition “on the Illinois River.”

In addition, Boyd's project will be constructed entirely on a 29,000-square-foot artificial floor. The fact that a shallow reservoir containing approximately 1,000 gallons of river water will be pumped beneath that floor does not render the facility "on" the Illinois River any more than the use of river water makes breweries, industrial operations, or nuclear power facilities to be located on their water source. Using river water is a functional choice, not a locational one. The facility's physical placement—set back, upland, and separated by hard infrastructure—makes clear that it is not "on the Illinois River" in any meaningful or reasonable sense.

Boyd further suggests that there is precedent for its plan in the IGB's authorization for Harrah's Metropolis to move its gambling operations from a riverboat to a convention center with water underneath. The comparison to Harrah's Metropolis is inapposite because the Metropolis license was not one of the "first six licenses" assigned to particular rivers in the original Illinois Gaming Act. *See Lake County Riverboat L.P. v. Ill. Gaming Bd.*, 332 Ill. App. 3d 127 (1<sup>st</sup> Dist. 2002). The distinction is important because for the Six Specific Licenses, the statute specified the river upon which the riverboat casino would be located. For the "four additional licenses," of which Harrah's Metropolis is one, the legislature permitted the Board to determine "the water upon which riverboats will operate." 230 ILCS 10/7(e).

In contrast, the Par-A-Dice license expressly designates the water upon which it must operate, and the IGB has no discretion in determining the "water" upon which the casino would operate. *See Lake County Riverboat L.P. v. Ill. Gaming Bd.*, 332 Ill. App. 3d 127, 140 ("[T]he Riverboat Gambling Act of 1990 does not give the Board discretion to issue any of the first six licenses for a location away from their statutorily designated navigable streams.").

The fact that Boyd proposes to pipe some river water under the new casino floor concedes the point. Boyd implicitly recognizes that it *would not be enough* for the casino to be solely upon water, like Harrah's Metropolis was, because it recognizes that its license is for a riverboat **located on** the Illinois River. This effort should fail for any number of reasons, principal among them being that water from a river is *not the same as being located on the river*. The IGB was within its statutory authority to issue the permit to Harrah's Metropolis, because, as one of the "four additional licenses," the IGB had discretion to determine "the water upon which" the riverboat casino would operate. In that instance, the IGB had the discretion and authority to conclude that "water" could be an artificial underground reservoir rather than a river. No such discretion is permitted here. By statute, Boyd's casino must physically be a riverboat casino on the Illinois River.

**IV. Boyd's Proposed Gaming Operations Are Not a Self-Propelled Excursion Boat or a Permanently Moored, Non-Operational Barge, and Therefore, Do Not Comply with the Act.**

On February 14, 2025, IGB administrator, Marcus Fruchter, wrote to Peoria's Mayor, Rita Ali, and advised her that Boyd has "three options" under the current law for Par-A-Dice to conduct gaming operations: (1) "on a self-propelled excursion boat," *or* (2) "a permanently moored (non-operational) barge," *or* (3) "in a land-based facility." A copy of the February 14, 2025 letter is

attached for your convenience as **Exhibit A**. These three options emanate from the Act, which expressly defines a riverboat casino. 230 ILCS 10/4 (“Riverboat’ means a self-propelled excursion boat, a permanently moored barge, or permanently moored barges that are permanently fixed together to operate as one vessel, on which lawful gambling is authorized and licensed as provided in this Act.”). And, the Act expressly provides that should the casino become a land-based gambling operation, it must be sited “anywhere within the corporate limits of the City of Peoria,” 230 ILCS 10/7(e), not Boyd’s proposed location in East Peoria.

**a) *Boyd’s Proposed Casino Is Not a Self-Propelled Excursion Boat.***

Boyd’s proposal does not satisfy the three options to modernize its Par-A-Dice riverboat. The proposed gaming facility is not a self-propelled excursion boat. It is not a boat. It is not moored dockside on the Illinois River. It is, in Boyd’s words, “a new 29,000 square-foot casino gastropub” located across a road from the current riverboat Boyd has moored on the Illinois River. Boyd’s proposed casino will be landlocked within the land-based pavilion/hotel/restaurant complex, across the parking lot from the Illinois River.

**b) *Boyd’s Proposed Casino is Not a Permanently Moored Non-Operational Barge.***

Likewise, Boyd’s new proposed casino is not a permanently-moored non-operational barge, or permanently moored barges that are permanently fixed together to operate as one vessel, as required by the Act. 230 ILCS 10/4. As a land-based casino, the proposed Par-A-Dice is not moored on the Illinois River, as required by the Act and the IGB. Nor is the casino gastropub a barge, operational or non-operational.

By any definition, whether through Merriam-Webster’s dictionary, or as defined by cases or statutes, a barge is a *vessel*, which has a well-established legal meaning: It is defined by federal law to include “every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water. 1 U.S.C. § 3. This is the “default definition of ‘vessel’ throughout the U.S. Code.” *Stewart v. Dutra Constr. Co.*, 543 U.S. 481, 490 (2005).

While Boyd is eager to highlight that it intends to circulate river water underneath the land-based casino floor, this is a contrivance and does not convert the bricks and mortar casino into a riverboat or barge. Similarly, Boyd’s argument that its land-based casino is a riverboat (or barge) because it is “on water” (renaming the same nominal amount of river water under the casino floor) does not convert the land-based casino into a riverboat or barge. The assertion is a red herring because it ignores the plain statutory requirement that it operate a riverboat, a barge on the Illinois River, or otherwise permit a land-based casino located in the City of Peoria—not in East Peoria.

V. **The IGB Should Reject Boyd's Request to Violate the Act, and, at Minimum, Delay its Consideration of Boyd's Proposal to the April 23, 2026 IGB Meeting to Provide the Parties and Stakeholders Adequate Time to Further Assess Boyd's Proposal.**

The IGB stated at its December 11, 2025 meeting that it intends to consider Boyd's proposal and allow public comment and Peoria's input at the February 5, 2026 meeting. Given the gravity of the concerns Peoria has raised regarding Boyd's proposal, Peoria requests that the IGB continue Boyd's proposal to the IGB's next regularly scheduled meeting on April 23, 2026, for status and further consideration.

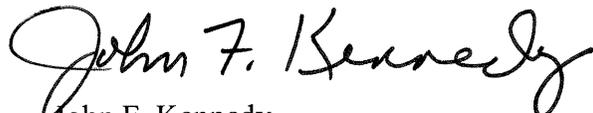
This will give the IGB, Boyd, East Peoria, Peoria and all stakeholders the opportunity to more fully assess the viability of Boyd's proposal given Peoria's analysis that the proposal does not comply with Illinois law. There is no prejudice to Boyd for the IGB to grant the requested relief. This is especially so since the IGB, at its March 14, 2024 meeting, had directed Boyd to present a proposal no later than March 2026, and Boyd elected to disclose its proposal earlier, in December 2025.

Moreover, as I am sure you can appreciate, Peoria reserves its right to seek relief from the court, including emergency injunctive relief to preserve the status quo, if necessary. All the stakeholders will be well served for the IGB to continue Boyd's proposal for further assessment to avoid an improvident approval of the proposal, which would result in Peoria seeking a judicial declaration that the IGB's approval exceeded its authority and violated Illinois law.

In closing we wish to thank you for agreeing to meet with us on January 20, 2026.

Regards,

Taft Stettinius & Hollister LLP

  
John F. Kennedy

JFK:ETE

cc: Cezar M. Froelich  
Kimberly M. Copp  
Elizabeth E. Babbitt

# EXHIBIT A



# ILLINOIS GAMING BOARD

JB Pritzker • Governor Charles Schmadeke • Chairman Marcus D. Fruchter • Administrator

160 North LaSalle ♠ Suite 300 ♣ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

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February 14, 2025

## Via Electronic Mail

Hon. Rita Ali  
Mayor, City of Peoria  
Peoria City Hall  
419 Fulton Street, Room 207  
Peoria, Illinois 61602

**RE: Illinois Casino Owner Licensee Par-A-Dice Gaming Corporation d/b/a Par-A-Dice Hotel Casino in East Peoria, Illinois**

Dear Mayor Ali,

I write in response to your letter dated February 4, 2025 regarding Boyd Gaming Corporation (“Boyd”) and the Par-A-Dice Hotel Casino (“P-A-D”) Boyd operates in East Peoria, Illinois.

Thank you for sharing the City of Peoria’s position. The Illinois Gaming Board (the “IGB”) values the City of Peoria as an important stakeholder and welcomes the opportunity to engage with you. The IGB fully recognizes the casino’s contributions and impacts on Peoria, East Peoria, and the entire region. Those are among the reasons why the IGB issued its March 14, 2024 directive requiring Boyd to submit a new P-A-D casino gaming facility development plan for IGB consideration on or before March 14, 2026. Additionally, the IGB is mindful of the 1990 intergovernmental benefits sharing agreement between Peoria and East Peoria (to which the IGB is not a party) and understands the relevant historical context.

The IGB respects the City of Peoria’s perspective. However, I am compelled to address two specific statements in the City’s letter that suggest a misapprehension about the IGB’s March 14, 2024 directive to Boyd and the IGB’s position on Boyd’s forthcoming casino gaming development plan. First, the letter states: “[t]aken as a whole, it is clear that Boyd’s presentation to the IGB contemplated the development of a land-based gaming facility at the existing Par-A-Dice location in East Peoria.” (Page 1.) The IGB disagrees with that characterization of the proceedings at the March 14, 2024 meeting. I cannot speculate about what others may have contemplated, but let me be clear that what the IGB contemplated at the meeting and what it continues to expect now is for Boyd to present a good faith development plan for a refreshed, modern casino that complies with existing law, IGB Rules and any other applicable requirements. How Boyd proposes to meet those obligations in the plan it must present to the IGB are matters for Boyd to determine.

Second, the City’s letter “*applauds the IGB’s apparent new requirement that the Par-A-Dice upgrade to a land-based casino gambling facility and related amenities such as a hotel, restaurant, and conference facilities.*” (Page 3.) That statement is similarly mistaken because there is no such “apparent new

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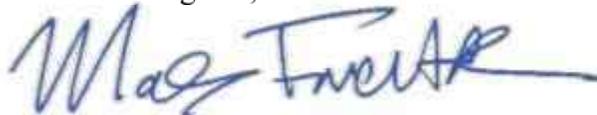
requirement.” While the IGB has indeed required Boyd to present a plan for an upgraded casino, the IGB has not imposed any requirement directing Boyd to develop a land-based gaming facility.

Current law allows casino licensees, like P-A-D, to conduct gaming operations upon water on a self-propelled excursion boat or a permanently moored (non-operational) barge, or in a land-based facility. Thus, Boyd has three options. Boyd must determine what it will present in the P-A-D development plan within those parameters. The IGB has not mandated that Boyd take any specific course of action other than to engage in a good faith evaluation and submit a casino development plan for IGB consideration.

Boyd publicly committed to presenting a plan for a “best-in-class gaming experience.” The IGB will ensure Boyd upholds its commitment in a manner that is compliant and maintains the integrity and safety of Illinois gaming.

I hope my clarification of these issues is helpful. Please let me know if you have any questions or would like to schedule a meeting or call to discuss this matter. I am happy to make myself available at your convenience.

Kind regards,



Marcus D. Fruchter  
Administrator

cc: Patrick Urich, Peoria City Manager  
Patrick Hayes, City of Peoria Corporation Counsel  
John S. Elias, Special Counsel to the City of Peoria  
Daniel Gerber, IGB General Counsel  
Joseph Miller, IGB Director of Policy