



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

NUISANCE ABATEMENT PLAN

- Licensee:** CEC Entertainment, Inc.  
d/b/a Chuck E. Cheese's
- Premises:** 5030 S. Kedzie Avenue  
Chicago, Illinois 60632
- Licenses:** Retail Food License; Public Place of Amusement License; Regulated Business License
- Activities:** Retail food establishment that hosts children's parties and provides family dining and entertainment services; Provides Onsite Amusement or Entertainment

The City of Chicago ("City") and CEC Entertainment, Inc. d/b/a Chuck E. Cheese's ("Licensee") have agreed to the following Nuisance Abatement Plan ("Nuisance Abatement Plan" or "Plan") pursuant to a summary closure order issued by the Chicago Superintendent of Police on April 14, 2018 under Municipal Code of Chicago §4-4-285.

This Plan is submitted to the City and the Chicago Police Department ("CPD"). The Plan will be purposefully focused on safety and security, in order to address the more critical concerns expressed to the Licensee by the City and CPD, relative to a recent incident that occurred on the licensed premises. The Plan (as applied herein) is intended to effectively reduce or, in many cases, eliminate public safety concerns. The City and Licensee hereby agree to this Nuisance Abatement Plan in a good faith collaborating effort to provide a safer and more secure business and community environment. To this end, Licensee and the City hereby agree to the Nuisance Abatement Plan detailed herein, to be carried out in accordance with the Security Plan attached as **Exhibit A** and incorporated hereto.

The parties agree that this Nuisance Abatement Plan and Security Plan, submitted by Licensee, are well-suited to create an effective, well-structured security plan, adapted security policies and procedures which will be implemented by the Licensee, including, but not limited to, increased presence of security officers during key times, increased community involvement, and heightened enforcement of rules on the premises to be applied immediately upon re-opening.

## I. Overview of Improved General Security Measures

General security of the interior of the premises, as well as general security for daily business operations, is proposed to be contracted by Guard Services USA. Guard Services USA will carry out certain security measures in accordance with the Security Plan.

Guard Services USA will staff the premises with armed security personnel, which may consist of both off-duty police officers and certified security specialists. Either the Licensee or the Landlord, (but in all events, one of them), shall provide security in the common areas of the premises as set forth in this agreement. Licensee shall be responsible to advise the City as to who is providing security at any given time. It shall be a violation attributable to the licensee if security is not present on any given day according to this plan. All security personnel will be clearly identifiable and recognizable by wearing matching brightly colored vests, jackets, or other matching apparel. The security personnel shall review with Licensee's General Manager the anticipated/expected traffic per day, taking into account summer months and Chicago Public Schools holidays, to determine adequate security staffing. Licensee will provide current samples or illustrations of the security attire to CPD. As detailed in paragraph 5, below, Guard Services USA will staff at least two security personnel inside and outside the premises at designated times on weeknights, and four security personnel during specified hours on weekends. However, if the Licensee projects, at least 24 hours in advance, that the location will likely have over 150 guests during a specific time window, Licensee shall provide one additional security personnel for every additional 50 anticipated guests, up to a maximum of 8 security personnel at any time. The security personnel will at all times report to, and be subordinate to, the General Manager of the Licensee.

The General Manager of the Licensee's business operations will be the primary contact for Guard Services USA during business hours, and will be available to proactively meet with, and respond to, any law enforcement official visiting the premises, whether of an informal nature, or in response to a police call. Licensee will provide a current phone number and email address for the General Manager for CPD's use.

1. **Effective Date.** This Nuisance Abatement Plan is effective beginning June 8, 2018. Please see Security and Assessment Plan prepared by Juan Reyes, a bonded and licensed security professional and which is attached hereto as **Exhibit A**.
2. **Hours of Operation.** The Licensee will open no earlier than 11:00 a.m. and will close no later than 9:00 p.m. Sunday through Thursday. The Licensee will open no earlier than 11:00 a.m. and will close no later than 10:00 p.m. on Fridays. The Licensee will open no earlier than 10:00 a.m. and will close no later than 10:00 p.m., on Saturdays. Individuals identified as intoxicated will be refused entry to the venue.
3. **Security Cameras/Video Surveillance.** The Licensee is currently upgrading its video security system and cameras. The Licensee expects the upgrades to be completed on or

before June 25, 2018. With Landlord's (LL) cooperation, the system will maintain a 32-camera security system inside and outside of the premises as follows:

- a. Security cameras will be installed at locations as determined by the security firm so that the front of the store and premises can be recorded;
  - b. Two cameras at the top corners of the exterior of the premises doorway. Cameras will be placed in such a manner that individuals entering the establishment will be able to view themselves on monitors as they enter the premises;
  - c. The camera system will have 26 interior premises high-definition cameras;
  - d. The cameras are sufficiently light sensitive and provide sufficient image resolution to produce easily discernable images;
  - e. The images recorded by the cameras will be capable of being viewed through use of compact disc, electronic file transfer, and other digital media and will be capable of being transferred to a variety of portable forms of media including, but not limited to, compact disc and digital video disc;
  - f. The cameras will view and will be able to record images of persons and cars: 1) along the business perimeter, facing both to the west and to the east; 2) outside the building; 3) inside of the licensed premises; and 4) on the sidewalks adjacent to the business property – exterior changes subject to Landlord cooperation;
  - g. Such cameras will be able to record discernable images from a minimum distance of 15 feet in front of and on the sides of the premises entrance; and
  - h. The Licensee will maintain video recordings for a minimum of 30 days, to be indexed by date and time. All recordings will be stored at the licensed premises in a secured manner and be made available as soon as practicable upon request of law enforcement.
4. **Right to Refuse Entry.** While the Licensee will endeavor to create an inviting atmosphere and welcome all who wish to patronize the premises, as a private business, it will reserve the right to refuse admittance to the premises to any individual(s) who, in the discretion of Management, may pose a risk to the safety and security of the venue, its business operations, employees, other patrons, and/or the surrounding neighborhood. Visible signage will be posted indicating this right. A copy of the policy and signage is attached hereto as **Exhibit E**.
5. **Security Staff.** The Licensee will employ Guard Services USA, an independent licensed and bonded security firm, to provide the following services (Licensee to provide executed Security Agreement as soon as possible):

- a. At least two licensed security guards will be posted from 3:00 p.m. to close Sunday through Thursday;
- b. At least four licensed security guards will be posted from 5:00 p.m. to close Friday and Saturday;
- c. The security guards will wear uniforms while on duty;
- d. Security guards will patrol the interior and exterior areas of the establishment, including all premises entrances, exits, and adjacent sidewalks, with landlord's cooperation; Security guards will patrol the parking lot of the premises every hour during the hours they are on duty (as noted above in (a) and (b)) and at closing; Security will maintain a log, documenting the date and time of each patrol, that shall be retained on-site for at least 30 days and made available to City officials upon request.
- e. At least one security guard will inspect guests' bags as the guests enter the premises in accordance with the Bag Check Policy attached hereto as **Exhibit B**. This bag-checking requirement will be re-evaluated by Guard Services USA and Licensee after 60 days of implementation. The City and Licensee will meet as soon as practicable thereafter to determine whether the requirement may be discontinued. Licensee is responsible for showing, to the satisfaction of the City, any justification for a modification to the plan related to the bag check policy.
- f. Security guards will enforce a "Zero Tolerance Policy" where patrons can be asked to leave. A copy of the Zero Tolerance Policy is attached hereto as **Exhibit C**; Licensee will have a strict no alcohol policy.
- g. Security guards and management will enforce the Zero Tolerance Policy against patrons who refuse to comply with its behavior guidelines by signing police complaints for trespass;
- h. Security guards will not allow patrons to enter the premises with a cup or glass that has liquid in it. Security guards will monitor patrons who repeatedly enter and exit, and will re-inspect bags upon re-entry.
- i. Licensee will provide its employees with brightly colored reflective garments indicating authority;
- j. Security guards will patrol within the premises to promote lawful customer conduct;
- k. Security guards will take affirmative steps to remove loiterers and trespassers from the business and away from the business premises so that sidewalks and entrances to the premises are not impeded;

- l. Security guards and employees of the Licensee will immediately, unless not practical, report all observed illegal activities occurring on or within sight of the licensed premises to 911. All calls to 911 made from a landline or another phone will be recorded in the "incident and activity log" (described below);
- m. Licensee, along with Security guards, will maintain an "incident and activity log" that lists all events requiring their intervention, and all calls to 911. This "log" will document the date, time, reason, and outcome of the event or phone call;
- n. Security guards and other employees will sign complaints and testify in Court as necessary.
- o. Licensee will retrain all staff regarding its "active shooter" policy immediately upon re-opening and at least two times per year. A copy of the Active Shooter Policy and Training are attached hereto as **Exhibit D**.

**Notwithstanding any of the foregoing, Licensee is committed to providing fair treatment to all its guests, and will not tolerate any speech or conduct that is intended to, or has the effect of, discriminating against or harassing any guest on the basis of race, color, religion, sex, national origin, age, ancestry, marital status, citizenship, pregnancy, gender, sexual orientation, physical or mental disability or medical condition, veteran status, or membership in any other class that is protected under federal, state and local law. Licensee will emphasize this policy in its agreement with Guard Services USA and will have the right to terminate such agreement and enter into an agreement with another licensed and bonded security vendor in the event it determines that Guard Services USA personnel is in violation of this policy.**

**Licensee has no control over the exterior of the building as it relates to most areas, as all of that area falls within the jurisdiction of the Landlord. The Licensee will work diligently to collaborate with the City and the Landlord to address all security issues within the Landlord's control, such as having a marked security vehicle in the parking lot of the premises.**

6. **No Loitering or Trespassing Tolerated**. The Licensee will ban unauthorized people from loitering and trespassing and will enforce the ban by instructing unauthorized people to leave and calling the police if they do not comply.
7. **Graffiti**. Licensee's Employees will regularly monitor the exterior of the premises and inspect for graffiti. Licensee, however, has no control over the exterior of the building as it relates to most areas, as all of that area falls within the jurisdiction of the Landlord. Licensee will abate graffiti in all areas over which it has control and will promptly notify the Landlord of the presence of graffiti in all other areas. The Licensee will work diligently to collaborate with the City and the Landlord to address all of the Plan's security issues within the Landlord's control, such as removing or painting over any graffiti.

8. **Management.**

- a. The Licensee and/or Licensee's manager will train all staff on the procedures as required by the Plan.
- b. The Licensee and its agents will fully cooperate with the Department of Business Affairs and Consumer Protection ("BACP") and CPD in all inspections and investigations.
- c. The Licensee will retain Guard Services USA to help in managing the security program at the establishment.

9. **Signage.** The Licensee will post signs in conspicuous and prominent locations as follows: "you are being videotaped." All signs will be posted inside the premises. Further, Licensee agrees not to obscure the store windows with signs so that CPD officers have a clear view to the interior. Licensee, however, has no control over the exterior of the building as it relates to most areas, as all of that area falls within the jurisdiction of the Landlord. The Licensee will work diligently to collaborate with the City and the Landlord to address all of the Plan's security issues within the Landlord's control, such as the aforementioned signage.

10. **Outdoor Lighting.** Licensee is only responsible for outdoor lighting to the limited extent such lighting is within the jurisdiction and control of the Licensee. However, Licensee will cooperate with the Landlord to implement the security measures set forth in this agreement. Licensee will promptly notify the Landlord of any issues with the exterior lighting system or if any exterior lights are not operable. The Landlord, as part of a future redevelopment of this property, will install and maintain adequate lighting on all sides of the licensed premises, including any alleyway accessible by the business to ensure the safety of patrons and employees.

A. The lighting will be able to produce discernable images from a distance of 15 feet in front and on all sides of each entry and exit. The lighting will be installed on both sides of the building (the east and west sides of the premises) and to the rear.

B. Licensee, however, has no control over the exterior of the building as it relates to most areas with graffiti and lighting, as all of that area falls within the jurisdiction of the Landlord. The Licensee will work diligently to collaborate with the City and the Landlord to address all of the Plan's security issues within the Landlord's control, including recommendations that Landlord add security to the parking lot and provide better lighting in the parking lot and exterior front alcove of the premises.

11. **Gun Free Zone.** Licensee acknowledges the rights of duly licensed individuals to legally conceal/carry a registered legal firearm. Licensee will nevertheless establish the premises as a "Gun Free Zone," wherein firearms will not be allowed. Conspicuous signage will be displayed at the entrances to the store.

12. **Cooperation & Participation - Community & Chicago Police Department.** All efforts will be made to timely address any safety concerns pertaining to the business from the community, as well as the Chicago Police Department. Being a cooperative and concerned neighbor, as well as working productively with law enforcement, will be important considerations to Licensee. Licensee understands that it is reliant upon law enforcement, and will be a partner upon whom law enforcement can also rely.

The Licensee and/or a representative from the Licensee will attend all eighth district C.A.P.S. (Community Alternative Policing Strategy) meetings and other similar CPD sponsored meetings to increase awareness of community concerns regarding problems within the neighborhood. Licensee or Licensee's representative shall sign in at all meetings. Failure to sign in shall be considered evidence that Licensee failed to attend.

The Licensee will work with the 14th Ward Alderman and local community groups to address any safety concerns pertaining to the business.

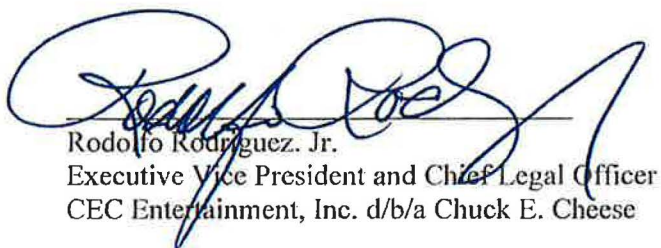
13. **Community Participation.** The Licensee will work with the local council member and local community groups at their request and upon reasonable notice to identify and address any issues with the operation of the business, including noise, loitering, crime and other quality of life issues.

The agreed conditions of this **Nuisance Abatement Plan** are legally binding and may be enforced by City of Chicago enforcement authorities. Violations of the above-stated agreed conditions may result in the closure of the business under Municipal Code of Chicago § 4-4-285, or in the imposition of a fine and/or suspension or revocation of all business licenses issued to the Licensee for the premises.

It shall be the duty of every person conducting, engaging in, operating, carrying on, or managing the above-mentioned business entity to post this Nuisance Abatement Plan (without the exhibits) next to the business license certificates in a conspicuous place at the business address. All exhibits will be kept on-site and made available to City officials upon request.

**Licensee:** CEC Entertainment, Inc.  
d/b/a Chuck E. Cheese's

**Business Address:** 5030 S. Kedzie Avenue  
Chicago, Illinois 60632

  
Rodolfo Rodriguez, Jr.  
Executive Vice President and Chief Legal Officer  
CEC Entertainment, Inc. d/b/a Chuck E. Cheese

  
Date signed



Rosa Escareno  
Commissioner  
Business Affairs and Consumer Protection

6/8/18  
Date Signed