PLAN OF CORRECTIVE ACTION

Licensee: Clair Enterprises, LLC, d/b/a The Lyon’s Den

Premises: 2123 W. Division Street, Chicago IL 60622.

IRIS #: 456142

Site #: 1

Licenses: Tobacco & Public Place of Amusement.

Pursuant to City of Chicago Municipal Code ("MCC") Section 4-4-313(d)(1), the Department of Business Affairs and Consumer Protection ("BACP") / Local Liquor Control Commission ("LLCC") of the City of Chicago ("City") and the above-named Licensee have agreed to the following Plan of Corrective Action ("Plan") concerning the operation of the Premises as a result of community meetings beginning on March 2, 2023, under L-23-0007:

1. Effective Date – This Plan is effective immediately upon execution by the City and Licensee on the last page of the Plan.

2. Hours of Operation – Seven (7) days per week 6:00 pm – 2:00 am. Licensee shall close the Premises every day at 2:00 a.m. Upon closing, no patrons shall be permitted inside the Premises - only the owners and/or the employees, agents, vendors and contractors of the Licensee shall be allowed inside the Premises after closing.

3. Entry One (1) Hour Prior to Closing - Licensee shall not permit the entry of additional patrons into the Premises one hour prior to closing time. Notwithstanding the foregoing, any patrons inside the Premises one hour prior to closing time may remain inside the Premises until closing time.

4. Security – Licensee shall retain Illinois Department of Financial and Professional Regulation ("IDFPR") licensed security personnel at all times of operation, up to and at least one (1) hour after closing to perform the following services, at minimum:
a. Supply at least one (1) trained and licensed security guard at the Premises, during all hours of operation and maintain a visible presence outside the business for at least one (1) hour after closing;

b. All security guards shall be attired in clothing that makes them easily identifiable as security, such as vests or jackets marked “SECURITY”;

c. Security guards shall take reasonable affirmative steps to prevent fighting, disturbances of the peace, public intoxication, unruly behavior, and shall direct loiterers and trespassers away from the Premises so that entrance to the Premises is not impeded;

d. Security guards shall immediately report any and all illegal activities, including fights, unruly behavior, and all other criminal activity occurring on or within sight of the Premises to 9-1-1;

e. Security guards shall sign complaints and testify in court as necessary;

f. Security guards shall maintain the count of patrons entering and exiting the Premises to ensure that the maximum occupancy is not exceeded;

g. Security guards shall refuse entry of intoxicated persons into the Premises.

h. Security guards shall conduct a pat-down and/or metal detection of patrons prior to allowing patrons entrance to the Premises.

5. **Loitering at the Front Door** – While there will generally be some customer traffic at the front door, Licensee shall not allow customers and other individuals to loiter in front of the Premises. Licensee shall allow customers awaiting entry to form a line on the exterior of the Premises only. Licensee shall request unauthorized people to refrain from loitering and trespassing and shall call the Police if such persons do not comply.

6. **Security Cameras** – Licensee has installed interior and exterior video surveillance cameras and shall maintain this system as follows:

   a. The cameras shall be sufficiently light sensitive and provide sufficient resolution to produce easily discernible images.

   b. The cameras shall record discernable images from a minimum distance of fifteen (15) feet in front of and on the sides of any business entrance or exit;
c. The cameras shall view and shall record images of persons along the business’ perimeter to include: (1) the entrance, sidewalk, and public way facing Division Street.; and (2) the interior of all areas of the licensed Premises;

d. Exterior cameras shall be designed to operate at night;

e. The camera system shall have sufficient cameras to provide coverage of all areas inside the Premises;

f. The camera system shall be centrally monitored and shall record continuously at all times;

g. The images recorded by the cameras shall be capable of being viewed through use of compact disc, electronic file transfer, or other digital media, and shall be capable of being transferred to a variety of portable form of media including, but not limited to, compact disc and digital video file;

h. The Licensee shall maintain video recordings for a minimum of thirty (30) days and be indexed by date and time. All recordings shall be stored at the licensed Premises in a secure manner and shall be immediately available upon request of any law enforcement or City of Chicago agency;

i. The Licensee shall have an authorized staff member with the ability to access the security camera system and its recording at all times the business is operational, and at any time law enforcement is called or respond to the Premises;

j. The Licensee will promptly address/repair any issues with the camera system or if any cameras are not operable;

k. The Licensee shall make recordings immediately available upon request of any law enforcement agency, City of Chicago agency, and the Chicago Police Department (“CPD”);

7. Promoters – Licensee shall not employ any so-called “outside promoters” or third-party marketing companies to advertise, market or promote any entertainment activities conducted at the Premises. The Licensee shall not lease out the Premises to promoters or outside companies. The Licensee shall not rent out or buy out the Premises to a promoter or allow any event to take place where ownership, management, staff, or its security vacates the Premises
or is not present at the Premises. Nothing in this Section shall be construed to prohibit Licensee from advertising or hiring DJs or other live entertainment offered at the Premises.

8. **Food Partnership** – Licensee shall permit patrons to order food from restaurants and food delivery services that Licensee has partnered with and permit patrons to consume food on the Premises during all hours of operation. Licensee’s staff shall inform patrons that patrons may consume food on the Premises and shall post signage informing patrons of this policy.

9. **Signage** – The Licensee shall post a sign in conspicuous and prominent location on the exterior of the Premises as follows: “You are being videotaped.” Licensee shall also display a sign in a conspicuous location at every entrance and exit inside the Premises that reads, "Please Respect Our Neighbors, Please Exit Quietly and Do Not Loiter.”

10. **Limits on “Bring Your Own Alcohol”** – Licensee may allow patrons to bring and consume their own alcohol; however, Licensee agrees to the following limitations: Beer/Hard Seltzer/Malt Beverages: One (1) 12-pack per four (4) patrons. Liquor/Wine/Champagne: One (1) 750ML bottle per four (4) patrons. Patrons are not allowed to leave the Premises, obtain more alcohol, and return.

11. **BASSET Training** – All employee personnel shall be BASSET certified and have their current BASSET certification available onsite at all times.

12. **911 & Incident Logs** - The Licensee, its employees, and security guards shall immediately, or as soon as practicable, report all observed illegal activities occurring on or within sight of the licensed Premises to 9-1-1. All placed calls shall be from a landline, if available, and all callers shall, at minimum, in addition to identifying the name of the business and its address, state their name and relationship to the licensed premises.

   a. The Licensee shall keep and maintain an “incident and activity log” that details all events requiring security or other employee intervention, illegal activity observed or made aware of inside or outside of the licensed premises, and all calls placed to 9-1-1. This log shall identify the person and/or employee logging the incident and document the date, time, reason, and outcome of the event or phone call. This log shall be kept on the licensed Premises for a period of one (1) year and made available to the CPD, the Department of Business Affairs and Consumer Protection, or any other law enforcement agency upon request.

13. **Cooperation with Chicago Police Department** – Licensee shall cooperate fully with CPD in the event that CPD detains, cites, or arrests any individuals at or near the licensed premises stemming from an incident at or near the licensed premises. Licensee, including all staff within
the employ or control of the licensee shall cooperate fully with CPD in its subsequent investigation and prosecution of such incidents, including but not limited to signing complaints and testifying in any hearing or trial as necessary.

14. **CAPS Meeting Attendance** – The Licensee, or a designated representative for Licensee, shall attend all CAPS (Community Alternative Policing Strategy) meetings and any other similar CPD sponsored meeting, including CPD Beat and CPD Business meetings, to improve awareness with community concerns of problems regarding operation of the business or within the neighborhood. The Licensee or its representative shall sign-in on an attendance sheet at all meetings. The absence of the signature of a representative from Licensee on an attendance sign-in sheet shall be prima facie evidence of non-attendance.

15. **Community Participation** – The Licensee shall work with the local alderman and other community groups to address any issues with the operation of the business. Licensee shall maintain a phone number for community members to inform the Licensee of any problems regarding the operation of the business. This phone number shall be clearly posted by the front door of the Premises.

16. **Local Chamber of Commerce** – The Licensee shall maintain an active membership in the local chamber of commerce and regularly participate in the chamber’s meetings.

17. **Trash and Garbage Disposal** – The Licensee shall remove any trash and debris outside of the licensed Premises including the front, sides, and rear of the Premises. The Licensee shall maintain a regular schedule of cleaning the exterior of the Premises. The Licensee shall maintain sufficient trash containers to accommodate waste generated. The Licensee shall ensure that all trash containers shall be covered with a tight-fitted lid that shall be kept covered. The Licensee shall maintain a twice-daily cleaning log identifying the initials of the employee performing the cleaning, the date, and time the cleaning was performed. The log shall be kept in management’s office in the licensed Premises for a minimum of one (1) year and made available upon request to BACP or any law enforcement agency.

18. **Noise Abatement** – The Licensee shall monitor noise levels emanating from the Premises, including any line formed outside the entrance. The Licensee shall take reasonable steps to alleviate and abate any excessive noise at all times while the business is open and operating and one hour after closing. Licensee shall close all windows and doors to Premises at 10:00 p.m. on any day that the Premises is open for business.

19. **Taxi Service** – The Licensee shall call a taxi upon request for any patron showing signs of intoxication.
20. **No Parking on the Sidewalk** - The Licensee, its employees, and vendors shall not park on the sidewalk in front of the Premises.

The agreed conditions of this Plan of Corrective Action are legally binding and may be enforced by City of Chicago enforcement authorities under Section 4-4-313 of the City of Chicago Municipal Code. Violations of the above-stated agreed conditions may result in the imposition of a fine, and/or suspension or revocation of all business licenses issued to the Licensee.

The agreed conditions of this Plan of Corrective Action shall apply to the business address and Licensee and to all officers, managers, members, partners, and direct or indirect owners of the licensed entity. The sale of the business to other persons purchasing the stock of the licensed entity, any change of officers of the Licensee, and any person or entity who is a successor, assign, or transferee of the business, shall be subject to the same conditions as set forth in this plan.

It shall be the duty of Licensee to post this Plan of Corrective Action next to the business license certificates in a conspicuous place at the Premises.

**Licensee:** Clair Enterprises, LLC, d/b/a The Lyon's Den

**Premises:** 2123 W. Division Street, Chicago IL 60622

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**CLAIR.KENNETH.P.1377053806**

Kenneth Clair,  
Manager, Clair Enterprises, LLC  

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Shannon Trotter,  
City of Chicago, Business Affairs and Consumer Protection  

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2/22/2024