EMERGENCY ORDER NO. 19-2020

ISSUED BY THE TOWN ADMINISTRATOR

On March 13, 2020, the Town Administrator for the Town of Parker did issue an Order Declaring a Local Disaster Emergency in and for the Town of Parker (the “Emergency Declaration Order”). The Emergency Declaration Order is to be in effect until March 20, 2020, and consent has been obtained by the Parker Town Council to extend the Emergency Declaration Order to such time as the Town Administrator shall determine, in her discretion.

Pursuant to Section 15.14 of the Parker Town Charter, the Town Administrator shall assume the authority to execute any action necessary for the protection of life and property. Such authority may include but not be limited to establishing regulations governing conduct and activities related to the cause of the emergency.

On May 15, 2020, the State Licensing Authority adopted “Emergency Regulation 47-302(F),” which is a temporary amendment to State Licensing Authority Regulation 47-302, to allow on-premises businesses to temporarily expand their licensed premises to increase social distancing measures while being able to operate a productive and economically sustainable business. The purpose of Town of Parker Emergency Order No. 19-2020 is to implement Emergency Regulation 47-302(F) to the extent allowed by Town of Parker Emergency Order No. 17-2020, which regulates the expansion of restaurant patios in the Town. This Emergency Order shall:

1. Modifying the Licensed Premise. Pursuant to Parker Municipal Code Section 5.02.180(b)(2) and Emergency Regulation 47-302(F), the Town Clerk is authorized to administratively approve applications submitted on a form approved by the State Licensing Authority, for modifying a premise; provided there are no violations of the Liquor or Beer Code, nor any other applicable Town Ordinance, nor any derogatory information as determined by the Town Clerk.

2. Application Process. The applicant must submit a Permit Application and Report of Changes form (DR 8442) to the Town. To expedite the processing of the application, please e-mail the application, together with the information/attachments described below to Townclerk@parkeronline.org. Upon receipt of the application, the Town Clerk will e-mail to the State Liquor Enforcement Division to initiate the concurrent review of the application. In the alternative you can mail to the attention of the Town Clerks Office (20120 E. Mainstreet, Parker, CO 80138) Attach/include the following information with the application:

   a. A fee of $150.00 payable to the Colorado Department of Revenue, pursuant to the Liquor Enforcement Division Fee Schedule. In order to expedite the processing of the application payment may be made online to https://secure.colorado.gov/payment/liquor. There will be no fee to terminate the temporary modification. The Town and the State Licensing Authority will notify the licensee when the temporary modification period has ended and the licensed premises will return to the originally approved license premises;
b. Confirmation that the proposed modification complies with the Town’s building and zoning laws (attach the temporary use permit issued by the Town as described in Emergency Order No. 17-2020) (for information about the temporary use permit requirements, visit www.ParkerOnline.org/TempPatioPermit).

c. A diagram of the current licensed premises that clearly identifies the current licensed premise area, outlined with a solid continuous bold line. (Outline in black);

d. A diagram of the proposed modified premises that clearly identifies the modified premises area, outlined with a solid continuous bold line. (Outline in black);

e. Authorization to use the proposed modified premises area (lease, rental agreement, license agreement, or other arrangement that shows the applicant has legal possession) or if premises is owned by the applicant, a copy of the deed;

f. A control plan which details the boundaries of the licensed premises, ingress and egress, signage, hours of operation, and control of the licensed premises to include making sure no outside alcohol comes on the premises, or that alcohol does not leave the premises, no alcohol is sold to minors, and no alcohol is sold to intoxicated persons; and

g. A safety plan which details the distance between tables, the capacity of the current licensed premises and the area to be added/modified, access to the area and premises, and the requirement for patrons and employees to wear masks (and other protective equipment) to the extent required by any Public Health Agency Orders.

3. Approval Process. Upon receipt of the application the Town will forward to the State Liquor Enforcement Division by e-mail for the concurrent review of the application. If the State approves the application, it will forward the approved Temporary Modification to the Town and the Town will notify the applicant of approval. TOWN AND STATE APPROVAL MUST BE RECEIVED BY THE LICENSEE IN ADVANCE OF ANY MODIFICATION.

4. State Requirements for the Temporary Expansion of Licensed Premise. Pursuant to the Emergency Regulation 47-302(F)(1), the Town may approve the expansion of the licensed premise into outside areas that the licensee possesses by ownership, lease, rental or other arrangement. If the outside area is owned by the Town, the licensee is required to enter into a license agreement with the Town in the form attached as Exhibit 1, which is attached hereto and incorporated by this reference, provided that the extent the use of Town property is authorized by Town of Parker Emergency Order No. 17-2020. The use of outside areas must satisfy the following requirements contained in Emergency Regulation 47-302(F)(1):

a. Adjacent Area and Monitored by Licensee. Any outside area proposed to be included in the licensed premises, as temporarily modified, is contiguous or adjacent to the licensed premises and appropriately monitored by the licensee;

b. Contiguous Area. The licensed premises, as temporarily modified, will comprise a definite contiguous area;
c. **Boundaries, Barriers, and Signage.** The licensee will designate the boundaries of the licensed premises, as temporarily modified, using physical barriers approved by the State Licensing Authority and post warning signs in areas visible to the public, including all points of ingress and egress, regarding laws against public consumption of alcohol beverages;

d. **No Overlap.** The licensed premises, as temporarily modified, will not encroach upon or overlap with the licensed premises of any other licensee;

e. **Compliance with Building and Zoning Laws.** The licensed premises, as temporarily modified, complies with Town of Parker Emergency Order No. 17-2020; and

f. **Compliance with Liquor Code.** The licensed premises, as temporarily modified, complies with all other restrictions and requirements imposed by the Colorado Liquor Code and Rules.

5. **Required Approvals and Permits.** This Emergency Order 19-2020, does not impact or modify any requirements for approvals, code requirements, necessary inspections, or permits not specifically addressed herein.

This Emergency Order No. 19-2020 shall be effective immediately and shall remain in effect through the duration of the Order Declaring a Local Disaster Emergency, until it is terminated or amended by the Town Administrator or Emergency Regulation 47-302(F) expires, whichever occurs first.

Michelle Kivela  
Parker Town Administrator

Date **May 24, 2020**  
Time **2:57 pm**
EXHIBIT 1
Licensee Agreement Form

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made and entered into this ___ day of ____________, 2020, by and between the Town of Parker, Colorado, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Town"), and _____________, whose address is ______________, Parker, Colorado 8013___ (the "Licensee").

1. LICENSED PROPERTY. The property that is licensed for the use and the term provided for in this License Agreement is described in Exhibit A, which is attached hereto and incorporated by this reference ("Licensed Property"). The Licensed Property shall only be used for the purposes described in Exhibit B, which is attached hereto and incorporated by this reference. The Licensed Property is subject to the terms and conditions described herein, including Town of Parker Emergency Order Nos. 17-2020 and 19-2020.

2. TERM. The term of this License Agreement is set forth in Emergency Order No. 19-2020.

3. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees and licensees, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Licensed Property, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now in effect or as hereinafter amended. In the event that liquor is sold, served and/or furnished on the Licensed Property, the Licensee shall obtain for itself, its agents, successors, assigns, lessees and licensees, necessary and adequate Liquor Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000 Common Cause Limit), and not less than One Million Dollars ($1,000,000 aggregate) for all damages arising out of injury, including bodily injury and property damage, as a result of the selling, serving or furnishing of any alcoholic beverage. Neither Licensee nor its agents, successors and assigns shall commence any use, placement, operation or maintenance on the Licensed Property, until it has obtained all insurance required under this section, and shall have filed a certificate of insurance or a certified copy of the insurance policy with the Town. Each insurance policy shall list the Town as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without notice to the Town within two (2) business days of the cancellation or substantive change to the policy.

4. UTILITIES. Licensee covenants and agrees to pay all charges for water, electric power and other utilities assessed, levied or incurred on the Licensed Property, during the term of this License Agreement or any renewal thereof.

5. USE, PLACEMENT, OPERATION AND MAINTENANCE. Licensee shall only place, maintain and operate the improvements for the uses described in Paragraph 1 of this License Agreement according to the plans approved by the Town.
6. **RE-ENTRY.** Licensee covenants and agrees to permit the Town or its duly authorized representatives to enter upon the Licensed Property, at any reasonable hour of the day, for the purpose of inspecting the same, and to do such other acts and things as it deems necessary for the protection of its interests therein.

7. **NOTICE.** Any notice required under this License Agreement shall be in writing and hand delivered to the respective parties at the address herein given. The Community Development Director shall be the representative of the Town to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address herein given during the term of this License Agreement, Licensee shall notify the Town in writing of such change of address:

   **The Town:** Community Development Director  
   Town of Parker  
   20120 E. Mainstreet  
   Parker, CO 80138

   **Licensee:**  
   Attn: ____________  
   ____________  
   Parker, CO 8013__

8. **NO COVENANT OF TITLE OR QUIET POSSESSION.** The rights granted herein are without covenant of title or warranty of quiet possession of the Licensed Property.

9. **SUCCESSIONS AND ASSIGNS.** This License Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

10. **ASSIGNMENT OR SUBLEASE.** Licensee covenants and agrees not to assign this License Agreement or to sublet any part of the Licensed Property without first obtaining the written consent of the Town.

11. **LICENSED PROPERTY TAKEN "AS IS."** Licensee understands and agrees that the Licensed Property is licensed "as is." The Town makes no warranty, written or implied, that the Licensed Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Licensed Property.

12. **LIABILITY AND INDEMNIFICATION.** The Town shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property, including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, or any cause, during the term of the License Agreement or any renewal thereof. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Town, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees), which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises
out of or is caused by reason of Licensee's use or occupancy of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License Agreement.

13. RESERVATION FOR COUNCIL USE. This License Agreement is made under and conformable to the provisions of all Town of Parker regulations insofar as applicable. These provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License Agreement. The Town reserves the right to make full use of the Licensed Property as may be necessary or convenient in the operation of the public streets, under the control of the Town and the Town retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Licensed Property at any time and in such a manner as it deems necessary.

14. TERMINATION. If default shall be made in any of the covenants or agreements contained herein to be kept by the Licensee, it shall be lawful for the Town to enter onto the extended premise of the Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of the Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor.

15. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Douglas County, State of Colorado.

16. INTEGRATION CLAUSE. This License Agreement constitutes the entire understanding and agreement between the parties as to the subject matter set forth herein, and this License Agreement supercedes all prior written or oral understandings, agreements, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this License Agreement shall be binding upon the parties, except as specifically expressed in writing, making reference to this License Agreement and signed by all parties hereto agreeing to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: Michelle Kivela, Town Administrator

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney’s Office
LICENSEE:

By: ________________________________

[Signature]

[Please print name/title]
EXHIBIT A

Property Description
EXHIBIT B

The temporary extension of the Licensed Premise, as discussed herein, shall only be used for the sale of food and beverages for consumption by patrons of the Licensee. Food and beverages shall not be served on the Licensed Premise, unless Licensee is in compliance with all terms of this License Agreement and any other requirements of the Colorado Department of Revenue by and through the Liquor Enforcement Division, and as contained in Town of Parker Emergency Order Nos. 17-2020 and 19-2020. Upon the termination or expiration of the License Agreement, the Licensee shall remove any modifications to the Licensed Premise and return the area to the original condition.