

EMERGENCY ORDER NO. 17-2020

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.

The purpose of this Emergency Order 17-2020 is to suspend certain provisions of those Sections of Title 13, Land Development Ordinance, of the Municipal Code, to allow restaurants to extend patios onto front and side yard setback areas, public or private sidewalks and private parking lots, during such time as the State or any local Public Health Agency Orders impose occupancy limits and specific physical distancing requirements on restaurants in order to provide some measure of relief to restaurants by allowing additional occupancy and seating within patio extensions, pursuant to certain restrictions and other necessary requirements as described herein. This Emergency Order shall:

1. **Patio Extensions.** Allow outdoor dining and patios (as detailed herein) with table seating in connection with a permitted restaurant (includes bar or food service establishment), that is accessory to a permitted principal restaurant use and that is necessary for business operations and in compliance with Public Health Agency Orders, including those for social distancing.

a. **Private Parking Lots:** A maximum of 33 percent or one-third of existing private parking lots may be utilized for a restaurant patio extension for a currently permitted restaurant, subject to the written approval of the of the owner of the parking lot. The activities and uses of such patio extension shall be safely separated from vehicular aisles, parking and travel ways. Adequate access, circulation, driveway clearance and IFC access requirements through parking lots shall be maintained.

b. **Private Yards:** A maximum of 25 percent or one-quarter of existing front and side yards of an existing lot located in the Greater Downtown District may be utilized for a patio extension of a currently permitted restaurant.

c. **Private Sidewalks and Paths:** Private sidewalks and paths may be utilized for a patio extension of a currently permitted restaurant, provided a clear travel path of 3-feet in width and meeting ADA accessible path requirements is maintained, subject to the written approval of the of the owner of the sidewalk/path.

d. **Public Sidewalks:** Public sidewalks may be utilized in the Greater Downtown District for a patio extension of a currently permitted restaurant, provided a clear travel path of 5-feet in width and meeting ADA accessible path requirements is maintained, subject to a license agreement

approved by the Town and in the form of **Exhibit 1**, which is attached hereto and incorporated by this reference.

e. **Public Streets:** In order to facilitate curbside service for restaurants (pick-up/delivery) as described in Emergency Order No. 3-2020, public streets and on-street parking shall remain open and are not subject to this Emergency Order.

2. **Access and Spacing:** All access routes to and from building entrances of a currently permitted restaurant shall be kept clear and accessible for ingress/egress. The outdoor areas for patio extensions shall be arranged and have a layout that provides the required social distancing of 6-feet or greater in compliance with Public Health Agency Orders.

3. **Required Approvals and Permits:**

a. The requirements for a site plan adjustment and amendment for a patio extension are suspended as provided by Emergency Order No. 3-2020, provided the alterations, improvements or modifications authorized herein are temporary;

b. Restaurants shall apply for a temporary use permit and provide the Town with a sketch plan of the patio extension proposal for review or arrange for an on-site consultation/inspection with the Town prior to installation of a patio extension (for information about the temporary use permit requirements visit www.ParkerOnline.org/TempPatioPermit);

c. Restaurants shall be responsible for obtaining all Town approvals not suspended by this emergency order and required by Planning/Building, Engineering and Special Licensing Authority as well as Public Health Agency Orders and Colorado Department Revenue (Colorado Liquor Code) permits/licenses as applicable;

d. Restaurants shall be responsible scheduling required inspections prior to use of a patio extension; and

e. The Town will suspend Town's fees for a patio extension.

4. **Temporary Structures and Fences:**

a. **Small Tents (<400 s.f.):** Small tents of 400 s.f. or less are permitted on a temporary basis, subject to the provisions herein. Where tents are proposed, the Town encourages the use of tents having a total area of 400 s.f. or less to streamline review and approval. Tents that are larger than 400 s.f. are subject to additional building/fire code requirements, greater submittal requirements and a review process that is more extensive than that for small tents of 400 s.f. or less.

b. **Large Tents (>400 s.f.):** Large tents of greater than 400 s.f. may be permitted on a temporary basis, subject to 2018 IFC **Chapter 31** and the provisions herein.

c. **Temporary Fences:** Fences of a temporary nature with a maximum height of 6-feet may be installed on private property for safety/security in connection with a patio extension,

subject to the written approval of the property owner. All fencing, if installed, shall meet IBC/IFC access requirements including for egress.

5. **Temporary Lighting:** Lighting of a temporary nature may be permitted in connection with a patio extension, subject to compliance with the electrical code.

6. **Hours of Operation:** Temporary patio extensions authorized under this Order are required to close by 10:00 p.m.

7. **No Entertainment/Standing Areas:** Temporary patio extensions authorized under this Order shall only be used for sit-down dining or curbside service (pick-up/delivery). Temporary patio extensions authorized under this Order shall not be used for “standing areas,” “yard games,” or “entertainment,” including but not limited to live entertainment, amplified sound or entertainment such as music over speakers, movies, sports broadcasts, or loudspeaker call systems, for the reason that these activities and similar activities would encourage people to congregate and not maintain social distancing. Please note that these restrictions only apply to temporary patio extensions authorized under this Order and not existing permanent patios which may have different allowances.

This Emergency Order No. 17-2020 shall be effective immediately and shall remain in effect through the duration of the Order Declaring a Local Disaster Emergency, or until it is terminated or amended by the Town Administrator.



Michelle Kivela
Parker Town Administrator

Date May 21, 2020

Time 2:55 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. SUCCESSORS 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.