

**CITY OF _____
REGULATORY FLEXIBILITY AUTHORIZATION**

Business	
City Property Used (if any)	
Summary of Regulatory Flexibility	
Period of Authorization	

Pursuant to the delegation of authority provided me as City Manager/Administrator/Clerk by the City Council in its Resolution No. _____ ("Resolution"), I hereby grant the Business regulatory flexibility from City regulations as needed to implement the attached plan ("Plan"), which is hereby approved. This authorization is subject to compliance with the limitations and requirements in the Resolution and all of the following conditions:

1. The Business shall comply with the Plan and shall not expand its operations in a manner that requires new or expanded regulatory flexibility without first obtaining approval from the City Manager/Administrator/Clerk of a revised Plan.
2. The Business shall conduct its operations that rely on this regulatory flexibility in such a way as to not unreasonably interfere with or threaten public health, safety, or welfare.
3. The Business may not use as part of its operations any portion of a City sidewalk, right-of-way, parking lot, or other property in which the City has an interest without first entering into a license agreement with the City.
4. The Business acknowledges the temporary regulatory flexibility authorized herein is limited to those City regulations that directly interfere with the implementation of the Plan. The Business remains responsible for complying with all other City regulations and all applicable federal, state, and county laws, rules, regulations, emergency orders, guidelines, and ordinances.
5. The Business agrees to indemnify, hold harmless and defend City, its officials, employees, and agents from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees) arising from, or in connection with, the granting of this authorization or the utilization by the Business of the regulatory flexibility granted herein.
6. The Business shall work in good faith with the City to make adjustments to its operations that rely on the regulatory flexibility as needed to address any issues or concerns the City may identify during the term of this authorization.
7. This authorization does not convey any property rights and it may be terminated at any time upon notice to the Business if the City Manager/Administrator/Clerk determines the Business violated any of its conditions.
8. The Business shall cease all aspect of its business operations that rely on the regulatory flexibility granted herein upon the expiration or termination of this authorization.
9. Utilization by the Business of any of the regulatory flexibility granted herein shall constitute agreement by the Business to its terms and conditions without qualification, reservation, or modification.