



AGENDA
City of Roeland Park, Kansas
Governing Body Meeting
City Hall, 4600 W 51st Street
February 17, 2025 6:00 PM

- | | | |
|---|--|---|
| <ul style="list-style-type: none">• Michael Poppa, Mayor• Jan Faidley, Council Member, Ward 1• Tom Madigan, Council Member, Ward 1• Benjamin Dickens, Council Member, Ward 2• Jennifer Hill, Council Member, Ward 2 | <ul style="list-style-type: none">• Emily Hage, Council Member, Ward 3• Kate Raglow, Council Member, Ward 3• Matthew Lero, Council Member, Ward 4• Jeffrey Stocks, Council Member, Ward 4 | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. Admin.• Kelley Nielsen, City Clerk• Cory Honas, Police Chief• Donnie Scharff, Public Works Director |
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Council Standing Committees

Admin
Lero
Faidley

Finance
Stocks
Dickens

Safety
Hage
Hill

Public Works
Raglow
Madigan

I. Approval of Minutes

- A. Governing Body Workshop Meeting Minutes January 6, 2025

II. Discussion Items

- A. Review and Discuss Adopting the Kansas Region L. Hazard Mitigation Plan
- B. Utilize Third Floor Office Space for City Purposes
- C. Review Query Process of Agenda Items That Were Initially in NOVUS and are Now in Civic Clerk

III. Non-Action Items

IV. Committee Minutes

- A. Aquatic Advisory Committee Meeting Minutes January 15, 2025
- B. Arts Advisory Committee Meeting Minutes January 15, 2025
- C. Diversity, Equity, and Inclusion Meeting Minutes January 28, 2025

V. Adjournment

Welcome to this meeting of the Committee of the Whole of Roeland Park. Below are the Procedural Rules of the Committee

The governing body encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

A. Audience Decorum. Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

B. Public Comment Request to Speak Form. The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.

C. Purpose. The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.

D. Speaker Decorum. Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.

E. Time Limit. In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.

F. Speak Only Once Per Agenda Item. Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

G. Addressing the Committee of the Whole. Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.

H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

The governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: I. Approval of Minutes



City of Roeland Park
Action Item Summary

Submitted By:

Committee/Department: Administration

Title: Governing Body Workshop Meeting Minutes January 6, 2025

Item Type: Action Item

Recommendation:

Details:

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

ATTACHMENTS:

1. Governing Body Workshop Meeting Minutes January 6, 2025

CITY OF ROELAND PARK, KANSAS
GOVERNING BODY WORKSHOP MINUTES
ROELAND PARK CITY HALL
4600 WEST 51ST STREET, ROELAND PARK, KS 66205
January 6, 2025, 6:00 P.M.

- Michael Poppa, Mayor
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Emily Hage, Council Member
- Jennifer Hill, Council Member

- Matthew Lero, Council Member
- Tom Madigan, Council Member
- Kate Raglow, Council Member
- Jeffrey Stocks, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. City Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

(Roeland Park Governing Body Workshop Meeting Called to Order at 8:29 p.m.)

I. MINUTES

1. Governing Body Workshop Meeting Minutes November 18, 2024

The minutes were approved as submitted.

II. DISCUSSION ITEMS

1. Review Chapter 8 - Health and Welfare - 2nd Half

Ms. Jones-Lacy stated that the chapters to be presented were reviewed by staff, the City Attorney, and the DEI Committee, who all provided suggestions and recommended changes.

The primary changes in Chapter 8 are to the noise ordinance, rewritings for clarity, and some changes to Article 12, Protecting Public Safety and Community Resources Act.

8-702, Definitions, will include trailers, or an apparatus designed to be hauled by another vehicle in the definition of vehicles.

8-705, Failure to Comply; Penalty, will drop imprisonment as a punishment option.

Article 8, Noise, was made more concise eliminating excess language. Some of the language was modeled after Prairie Village making it more succinct. They also removed the decibel level as it is difficult to determine and enforce by the Police Department and will be determined from the property line.

Article 9, Noxious Weeds, Grass, and Overhanging Trees, and Shrubs, removed imprisonment as a penalty.

CMBR Faidley said she received an email from Melissa Castillo of the Sustainability Committee, and they are interested in looking at this article. They are often discussing noxious versus invasive plants.

Ms. Jones-Lacy sent this article to the K State Extension office for their feedback. Their master gardener did not have any recommended changes. She is supportive of sending this to the

Sustainability Committee for their input and the Governing Body can discuss those when they are received. CMBR Faidley said they would appreciate that.

CMBR Raglow asked why the fine is \$499 and not a flat 500. Ms. Jones-Lacy was not sure of the answer. She said a lot of this is form based language from the Kansas League of Municipalities.

CMBR Lero asked if there was anything in the section that would cover nuisance cars. There has been neighborhood discussions and complaints about a particular house with 15 or 20 cars in the back yard.

CMBR Hage added they also have cars in the street and might have cars up on blocks. Her reading of the code says some of them may be in violation of the code.

Ms. Jones-Lacy said it is an issue, and they have been working on it with the Department of Revenue. The City does not have any regulations regarding on-street parking unless the area is designated no parking, the vehicle is inoperable or not properly tagged.

Mr. Felzien said regulating the number of cars would be a problem and gave the example of what would happen if someone had a party. He recommended steering away from putting something into the code that would be difficult for their police department to enforce.

Article 11, Insurance Proceeds, remains the same.

Article 12, Protecting Public Safety and Community Resources Act, has a few recommended changes.

8-1202, Finances and City Services, removed subsections (a) and (b).

Carrie Paulette, DEI Chair, advocated for keeping Article 12 in place. She noted that some of the changes must be made to comply with state law but advocated for leaving the rest of the language in because it contains information that Roeland Park is trying to create services for its immigrant community, and where fear is at an all-time high, this is really valuable.

Mr. Felzien said they are not advocating for Article 12 to be removed. He agreed it is important and completely legal.

Ms. Jones-Lacy recommended that Section 8-1203(b) (2) regarding interpretation services be removed as it is in conflict with state law.

2. Review Chapter 9 - Municipal Court

Chapter 9 was modified to use gender neutral pronouns. No substantive changes were made.

3. Discuss Updates to the Employee Handbook - Per Diem, Cell Phone Allowance, and Pool and Fitness Room Membership

City Clerk Nielsen reviewed the recommended changes noting per diem rates would follow the GSA (General Service Administration) guidelines. Also recommended is to increase the cell phone allowance to \$50 per month for department heads and increase to \$30 per month for other Police Department, Public Works, and Neighborhood Service people who are on-call.

Employee benefits have included free memberships to the Aquatics Center and the fitness room at the Community Center for staff and their families and will now be added to the handbook. Also, the use of gender neutral pronouns has been incorporated.

CMBR Madigan stated the Aquatics Committee suggested free memberships to the pool and the fitness center for the Governing Body. They were told they needed to wait until the budget was done for 2025. After the budget was done, it was noted that the funds were available for this.

CMBR Raglow said that free memberships have been discussed and will be discussed again but this item is specific to updates to the staff employee handbook and Councilmember items are not included in the handbook.

CMBR Madigan respectfully disagreed and did not know why they would not say staff and Governing Body members received this benefit.

CMBR Raglow said there is a separate section applicable to Governing Body items.

City Manager Moody said there is not a handbook for the elected officials that speaks to benefits. The stipend they receive is in the City code, but the allowance for training and technology is not reflected in the personnel policy or the City code; it is only a detailed line item in the budget. He said that incorporating language into the employee handbook seems odd for detailing what is available for the elected officials but is as good a place as any to memorialize it if desired since they are suggesting adding language anyway that the pool and workout area is an employee benefit. They can add a statement to add the elected officials as well.

Mayor Poppa asked if City Clerk Nielsen mentioned the Aquatics Center passes for the Governing Body. City Clerk Nielsen said they are not in the draft but can be added if that is the direction of the Governing Body.

CMBR Raglow asked if things applicable to the Governing Body should be added to the employee handbook and noted that Ms. Jones-Lacy commented that they have talked about a separate Governing Body policy.

CMBR Lero agreed that might be a good idea.

Mayor Poppa asked if it is possible to say they do want to go forward with the fitness center and Aquatics Center passes but it does not need to be in the employee handbook. He asked for agreement to go before the Council to say that it is something they are doing in the budget and then include it in the Governing Body handbook when it is created.

There was agreement from the Governing Body to accept the edits for the employee handbook and Governing Body passes and move this item to the Consent Agenda at the next City Council meeting.

4. Discuss Update and Translate Procedural Rules Printed on the Back of the City Council and Governing Body Workshop Agendas

Mayor Poppa recommended the word citizen be replaced with “public.” Also, they would be removing references to Committee of the Whole. He attempted to streamline and remove redundant language. He would also like to have a Spanish translation be added with a QR code that could translate the form into any language. Mayor Poppa also recommended they have one set of procedural rules for both the Council and the Workshop. He also thanked CMBR Faidley for pointing out a grammatical error.

CMBR Madigan said when he read this, he was quite surprised by some of the changes. He said it states that speakers can only speak on an agenda item. He said the public can come to the meetings and discuss things and make the Governing Body aware of things that are not on the agenda. He also questioned the two minute time restriction. He would like to see comments expanded to five minutes. CMBR Madigan mentioned several items that were presented to the Governing Body through public comment that they would not have known about otherwise.

Mayor Poppa said that obviously he was not clear in his changes. Public comment provides a place for members of the public to address the Governing Body during that portion of the meeting. It also allows, at the privilege of the chair, to call for public comment on an agenda item. Regarding the time for allotment, which is also open for discussion.

CMBR Hage suggested changing it to no more than five minutes.

After a brief discussion, the Governing Body agreed that comments would be limited to no more than five minutes.

Mayor Poppa also addressed that there is to be no dialogue with the public speaker and the Governing Body or staff, but at the discretion of the chair, they may respond.

CMBR Hill said she would like to see further clarification made so that people know they are coming to comment and not to have a discussion with the Governing Body.

CMBR Hage agreed and said it feels dismissive when the Governing Body cannot respond.

CMBR Faidley said it is always appropriate to tell them that they or someone from staff will get back to them. The reason they limit interaction is mostly a usage of time, and that they do not necessarily have the information or resources at hand that the person may need. They usually need something more than a reply from the Governing Body.

Mayor Poppa said the chair needs to be able to respond to acknowledge what was said, but it is not an open conversation with everyone at the dais.

CMBR Raglow said the chair should have ability to respond to public comment, ask questions, seek clarification, and provide next steps.

There was agreement to wordsmith Item G. Mayor Poppa opened it up to input from CMBR Hill and CMBR Hage.

5. Discuss Small Business Incentives

Ms. Jones-Lacy said that as part of Project Rise, they wanted to provide an incentive for new businesses to come to Roeland Park and existing businesses to stay. She presented the proposed incentive program. It is specifically for small businesses, those with ten or fewer employees. The City budget will be \$40,000 the first year and funded through the Economic Development Fund. The Project Rise task group will score the applications they receive and make the decisions.

CMBR Faidley thanked Ms. Jones-Lacy for working on this. She was glad to see they were not putting additional work on staff. She said this is really good. She also said they need to think beyond the Chamber to solve their problem of development in the City and this goes beyond that, and it is a good start.

Mayor Poppa thanked Ms. Jones-Lacy, the task group, CMBR Hage, CMBR Madigan, and CMBR Lero for helping to define the parameters for the incentive program.

CMBR Raglow echoed those sentiments and said it is exciting to see this come forward to support small businesses in their community.

There was agreement to put this on the Consent Agenda for the next Council meeting.

III. COMMITTEE MINUTES

There were no minutes submitted.

IV. ADJOURN

CMBR Raglow adjourned the meeting.

(Roeland Park Workshop Adjourned at 9:28 p.m.)

Item Number: II. Discussion
Items



City of Roeland Park
Action Item Summary

Submitted By:

Cory Honas, Deputy Police Chief

Committee/Department: Public Safety

Title: Review and Discuss Adopting the Kansas Region L. Hazard Mitigation Plan

Item Type: Presentation

Recommendation:

Staff recommends adopting the Region L. Hazard Mitigation Plan. This comprehensive update effort reflects our shared commitment to reducing risks, enhancing preparedness, and ensuring a safer future for everyone. Adopting the mitigation plan is a crucial step toward achieving these goals and offers numerous benefits that directly impact our community's resilience and sustainability.

Details:

Here are some key reasons why adopting the mitigation plan is essential:

1. **Eligibility for Federal Funding:** Adoption ensures compliance with FEMA requirements, making the City of Roeland Park eligible for Hazard Mitigation Assistance grants. These funds can support critical projects like flood control, infrastructure reinforcement, and emergency response improvements, reducing financial burdens during recovery.
2. **Strengthening Community Resilience:** The plan provides a strategic framework for identifying and addressing vulnerabilities. By adopting the plan, participants actively contribute to reducing the impact of natural and human-made hazards, ultimately protecting lives, property, and critical infrastructure.
3. **Demonstrating Leadership and Commitment:** Adoption is a visible demonstration of Roeland Park's commitment to proactive planning and public safety. It sends a strong message to residents, businesses, and partners that hazard mitigation is a priority, fostering trust and collaboration.
4. **Supporting Long-Term Sustainability:** The mitigation plan integrates hazard mitigation strategies with broader community goals, such as economic development, environmental preservation, and social equity. Adoption helps ensure that investments in safety and resilience align with our vision for a thriving, sustainable future.
5. **Improving Coordination and Decision-Making:** The plan provides a common framework that enhances coordination among stakeholders. Adoption ensures

consistency in approaches to risk reduction, enabling more effective resource allocation and decision-making during emergencies.

6. **Reducing Recovery Costs:** Implementing mitigation strategies outlined in the plan can significantly lower recovery costs following disasters. Investments made now to reduce risks will pay dividends in avoided damages and more efficient response and recovery efforts.

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Adopting the mitigation plan is not merely a procedural step—it is a commitment to building a stronger, safer, and more resilient community. By working together, we can reduce risks, protect what matters most, and pave the way for a future that can better withstand challenges.

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. 2024 Region L Adoption Resolution_Blank Template (002)

City of Roeland Park, KS, Mitigation Resolution

Resolution # _____: **Adopting the Kansas Region L Hazard Mitigation Plan**

Whereas, the *City of Roeland Park, KS* recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

Whereas, the *City of Roeland Park, KS* fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Region L Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the *City of Roeland Park, KS* desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Region L Hazard Mitigation Plan; and

Whereas, adoption by the governing body for the *City of Roeland Park, KS* demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

Now, therefore, be it resolved, that the *City of Roeland Park, KS* adopts the Kansas Region L Hazard Mitigation Plan as an official plan; and

Be it further resolved, the *City of Roeland Park, KS* will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

_____:Date

Mayor Michael Poppa : Approved by

Signature



Item Number: II. Discussion
Items



City of Roeland Park
Action Item Summary

Submitted By:

Committee/Department: Administration

Title: Utilize Third Floor Office Space for City Purposes

Item Type: Action Item

Recommendation:

The third floor office space has proven difficult space to lease. While it has been actively marketed for several years, we have not been able to execute a lease agreement due to lack of outside interest. During that time the city has utilized the room when needed, but only in one-off situations. Meanwhile, possible city uses for the space have been identified that include additional storage, fitness area, and office/meeting space.

Details:

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. CBRE Leasing Agreement- Executed 8-5-24
2. Listing Brochure 8-14-24
3. Listing Brochure 8-14-24
4. CBRE Leasing Agreement- Executed 8-5-24

August ^{5th}, 2024

BY ELECTRONIC MAIL

City of Roeland Park, Kansas
4600 W 51st Street
Roeland Park, Kansas 66205
Attention: Keith Moody

Re: *Exclusive Lease Listing Agreement*
4600 W 51st Street, Roeland Park, Johnson County, Kansas ("Property")

Keith:

Thank you for selecting CBRE, Inc. ("CBRE", "us", "we", "our") to represent City of Roeland Park ("you", "your"). The terms of this engagement are contained in this agreement ("Agreement").

1. This Agreement shall terminate one year after the above date ("Term").
2. During the Term, you appoint us as your agent with the exclusive right to list and market the Property for lease and to negotiate leases for the Property (which includes portions thereof).
3. We will commit the appropriate number of qualified and licensed professionals to this engagement. Your "Listing Team" is comprised of Brice Shamberger. We will have the right to change members of the Listing Team as necessary and appropriate.
4. CBRE shall have the duties of a lessor's broker specified in K.S.A. § 30-58,106, including, but not limited to: (1) performing the terms of this Agreement; (2) promoting your interests with the utmost good faith, loyalty and fidelity, including: (a) presenting in a timely manner all offers to and from you when such offer is received prior to execution of the lease (and satisfaction/waiver of contingencies), unless instructed otherwise by you; (b) disclosing to you all adverse material facts actually known by us; and (c) advising you to obtain expert advice as to material matters about which CBRE knows but the specifics of which are beyond CBRE's expertise; (3) accounting in a timely manner for all money and property received; (4) complying with all requirements of the Kansas Brokerage Relationships in Real Estate Transactions Act and the rules and regulations adopted thereunder; (5) complying with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes or rules and regulations; and (6) not disclosing any confidential information about you unless disclosure is required by statute or rule and regulation or failure to disclose the information would constitute fraudulent misrepresentation
5. We will offer the Property for lease at an initial rate of \$16.00 - \$20.00/SF Full Service. However, it is your right to: (a) approve, modify, reject or disapprove lease proposals and offers; (b) approve prospective tenants; and (c) adjust the terms and conditions of any offer made, including but not limited to, adjusting the Property's lease offering rate.
6. We will work with you to create and implement a leasing strategy for the Property, including preparation of appropriate and customary marketing materials (such as an offering brochure). In developing the strategy, we will rely on (without requirement to verify) any information provided

to us by you, your agents, affiliates and/or any of the Property's managers. However, we will not issue any written marketing materials without your prior written approval.

7. The success of this engagement relies, in part, on cooperation and communication between you and CBRE. Therefore, you agree to: (i) provide us with all available information to assist us in marketing the Property; (ii) immediately refer to us all leasing inquiries for the Property; and (iii) conduct all negotiations with prospective tenants exclusively through us.
8. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.
9. We will present all offers to you and assist you in developing and negotiating counteroffers until a lease is signed and all contingencies are satisfied or waived. You agree that you and/or your legal counsel are solely responsible for determining the legal sufficiency of any documents to be executed by you in any transaction contemplated by this engagement as well as the tax consequences of any such transaction. You are also responsible for evaluating any offers and determining with whom you will negotiate or enter into a transaction. While we may assist you in gathering reasonably available information, we cannot represent or warrant the creditworthiness of any prospect and/or their ability to satisfy their obligations under a lease. All final business and legal decisions shall be made solely by you. Notwithstanding any designation of us as "agent" in this Agreement, we will have no right, power, or authority to enter into any agreement with any prospective tenant, real estate broker, or any other person in the name of, on behalf of, or otherwise binding upon you.
10. You understand that CBRE may show alternative properties not owned by you to prospective tenants and may list competing properties for lease without breaching any duty or obligation to you. You also understand and agree that as part of marketing the property, we will be showing prospective tenants properties other than yours and providing prospective tenants with information on rental rates in the area.
11. We will earn, and you agree to pay us, a commission in accordance with this Agreement and the attached Exhibit A to this Agreement ("Commission Schedule") if either of the following occur:
 - (a) during the Term, you lease the Property to a tenant, whether procured by us, you or anyone else; or
 - (b) within one hundred twenty (120) days after the expiration of the Term or after the Agreement otherwise terminates (the "Post-Term"), the Property is leased to, or negotiations continue, resume or commence leading to a lease of the Property during the Post Term or thereafter to any person or entity (including his/her/its successors, assigns or affiliates) with whom, during the Term, CBRE either negotiated (either directly or through another broker or agent) or to whom the Property was submitted during the Term ("Existing Prospect"). You agree that CBRE is authorized to continue negotiations with Existing Prospects. We will submit to you a list of such Existing Prospects no later than fifteen (15) business days following the expiration or termination of the Term; provided, however, that if a written offer has been submitted prior to said expiration or termination date, then it shall not be necessary to include the offeror's name on the list.
12. If you intend to sell, transfer or otherwise dispose of your interest in the Property while this Agreement is in effect or during the Post Term, you agree to notify us in writing (including the name and address of the escrow or closing agent, if any) at least ten (10) days before that transaction closes. You agree to remain responsible for payment of lease commissions earned by us (or that may accrue in the future) unless the person or entity to whom you transfer the Property assumes your obligations in writing in a form reasonably acceptable to us. Earned but unpaid lease commissions will be automatically accelerated and paid at the closing of such transaction regardless of any other installment payment timetable previously agreed upon. This Agreement is an

irrevocable instruction to the escrow or closing agent to pay lease commissions owed to us from deposited funds at closing, unless you or CBRE have entered into a satisfactory written agreement with the transferee to assume the obligation.

13. If a sale, exchange or option to purchase the Property is made or granted to anyone during the Term or Post-Term, you agree to pay CBRE a sales commission in accordance with the Commission Schedule.
14. You agree that we are authorized to cooperate with and, if appropriate, share our commission with "Cooperating Brokers" (such as tenant brokers). We will be responsible for paying the fee or commission due to the Cooperating Broker (if any) provided the Cooperating Broker: (i) represents the prospective tenant pursuant to a written agreement, a copy of which is furnished to us prior to execution of the lease; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement. Market conditions may exist whereby the Cooperating Broker is offered an above-standard fee and/or broker bonus; if so, our commission shall be increased by (and you agree to pay) an amount such that we receive no less than 50% of the total fee in accordance with the Commission Schedule.
15. You acknowledge that we are an international brokerage firm and that, in some cases, CBRE may represent prospective tenants, itself or through other affiliated licensees, acting as the prospective tenant's designated agent. You desire that the Property be presented to such persons or entities. You agree that your Listing Team are your designated agents, pursuant to K.S.A § 58-30,109 as well as other applicable Kansas statutes, to the exclusion of all of CBRE's other licensees. All other CBRE licensees shall be referred to as "Non-Listing Team Agents" and shall be considered Cooperating Brokers. You understand and agree that our representation of such prospective tenants by Non-Listing Team Agents acting as designated agents shall not result in dual agency. You acknowledge that Non-Listing Team Agents acting as designated agents owe duties of trust, confidence and loyalty exclusively to their clients. In the event that the Listing Team, or any member thereof, proposes to act for a prospective buyer and/or prospective tenant, we shall obtain your informed written consent for the Listing Team member to act as a Transaction Broker (see K.S.A § 58-30,109 as well as other applicable Kansas statutes), evidenced by a transaction broker addendum.

In the event that both you and prospective buyers and/or prospective tenants are represented by designated agents employed by CBRE, the supervising broker (or branch broker, if applicable) will act as a transaction broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.

Your Initials ____

16. We shall keep all confidential information received from you during the course of the engagement confidential unless: (a) you permit the disclosure by subsequent word or conduct; (b) disclosure is required by law, subpoena, court order, or other legal requirement; (c) the information becomes public from a source other than us in violation of this Agreement; or (d) failure to disclose such information would constitute a fraudulent misrepresentation, (e) violation of law, or (f) a failure to disclose a material adverse fact to any party in any transaction contemplated hereunder.
17. Questions regarding environmental and zoning issues may arise during the course of our representation. CBRE is not obligated to perform, and has not made any investigation of the physical conditions or zoning issues relating to the Property. You agree to disclose to us and allow us to disclose to prospective tenants everything you know (after reasonable inquiry by you) regarding present and future property issues including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters affecting the Property and/or the Property's condition.

18. If the Property becomes the subject of foreclosure proceedings before the expiration of the Term, then in our sole and absolute discretion we may: (a) suspend this Agreement until we elect to reinstate it or (b) terminate this Agreement and enter into a listing agreement with any receiver, party initiating foreclosure, party purchasing the Property at a foreclosure sale, or any other third party.
19. In the event you fail to pay us our lease commissions within ten (10) days after they are due, we are authorized to provide a copy of this Agreement to the tenant of the subject lease, and that tenant is hereby irrevocably instructed by you to pay our lease commissions from any deposits or rental payments. You hereby irrevocably assign those deposits and rental payments to CBRE to the extent necessary to pay us our commission. To the extent legally permissible, we are authorized to deduct our commissions from any security deposits or rental payments made by a tenant in connection with a transaction contemplated by this Agreement. You will credit such tenant for any payments made to us pursuant to this paragraph against any payments due under their lease. Further, you waive any claim, action or right, whether at law or in equity, against the tenant arising or resulting from their payments to us pursuant to this paragraph in lieu of any payments to be paid by the tenant to you under their lease.
20. While we are confident that this relationship will be mutually satisfactory, the parties agree to resolve any disputes subject to the following:
- (a) if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
 - (b) **WE EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
21. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders governing each party's respective participation in any transaction contemplated by this Agreement. Further, you and CBRE acknowledge that: (a) it is illegal to refuse to display or lease to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
22. This Agreement is the entire agreement and supersedes all prior understandings between you and CBRE regarding this engagement. The Agreement is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of your and CBRE's respective lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of either party's respective rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that each has participated equally in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding

whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

23. You hereby acknowledge receipt of a signed copy of this Agreement.

Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

CBRE, Inc.



By: _____

Name: Leah FitzGerald

Title: Managing Director

AGREED:

City of Roeland Park, Kansas

By: 
Name: Keith Mosch
Title: City Administrator

EXHIBIT A – Commission Schedule

A. *Lease.* Commissions shall be earned and payable upon lease execution, in accordance with the following rate:

Six percent (6.0%) of the full-service gross rental consideration for the original term of the lease. Commissions shall be payable within thirty days (30) of lease execution.

The above rate is subject to the following provisions:

1. *Term of Less Than 1 Year.* If a lease term is less than 12 months, then the commission shall be prorated based upon the number of months included in the lease term.
2. *Option or Right of First Refusal to Renew, Extend Lease or Occupy Additional Space.* If a lease for which a commission is earned and payable hereunder contains: (i) an option or right of first refusal to renew or extend, and a lease term is renewed or extended, whether strictly in accordance with the terms of such option or right or otherwise and/or (ii) an option or right of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option or right or otherwise, then you shall pay a leasing commission in accordance with the provisions of this Commission Schedule on the additional leased space. Said commission shall be earned and payable upon execution of the documents renewing or extending the lease term or expanding space, as applicable.

Kansas Sale/Lease Disclosures

Property: 4600 W 51st Street, Roeland Park, Kansas

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, proneness to natural hazards such as earthquakes, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

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Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

Office Space Available in Roeland Park

4600 W. 51st Street
Roeland Park, KS 66205
www.cbre.com/kansascity

± 2,129 SF Available



4600 W 51st

4600 W. 51st Street | Roeland Park, KS 66205



Property Details

- + 2,129 SF available
- + Asking rate: \$18.50/SF, Full-Service
- + Move-in ready suite
- + 24-hour key card access to building and suite
- + Free covered parking
- + EV charging on-site
- + Access to shared building amenities
 - Break room
 - Conference room
- + Minutes to I-35 and Highway 69
- + Close proximity to many restaurants

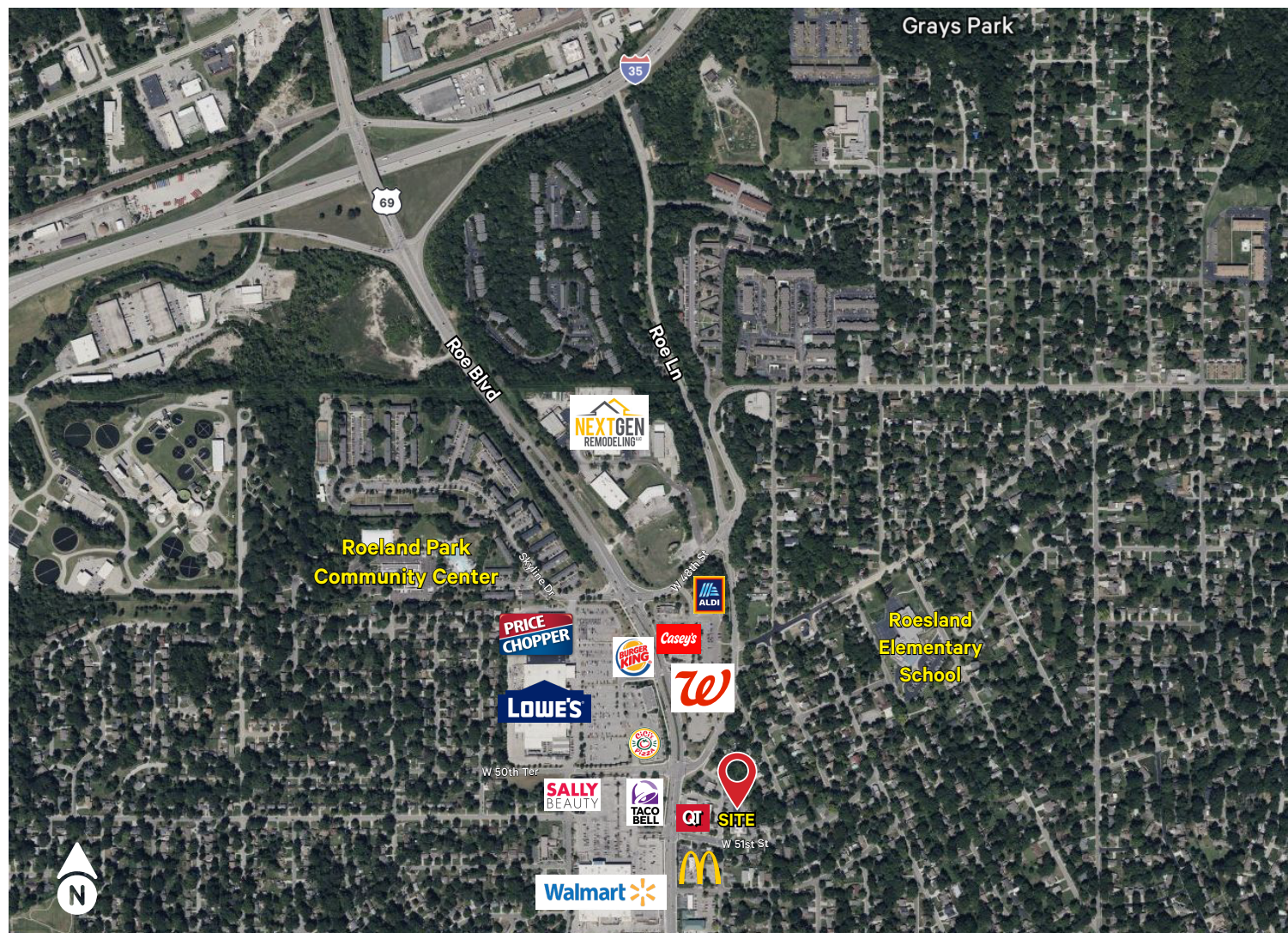


4600 W 51st

4600 W. 51st Street | Roeland Park, KS 66205

For Lease

0.75 Miles to I-35



Contact Us

Brice Shamberger

Senior Associate

+1 816 968 5810

brice.shamberger@cbre.com

Brian W. Bacon, MBA, CCIM

First Vice President

+ 816 968 5827

brian.bacon@cbre.com

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- + Free covered parking
- + EV charging on-site
- + Access to shared building amenities
 - Break room
 - Conference room
- + Minutes to I-35 and Highway 69
- + Close proximity to many restaurants

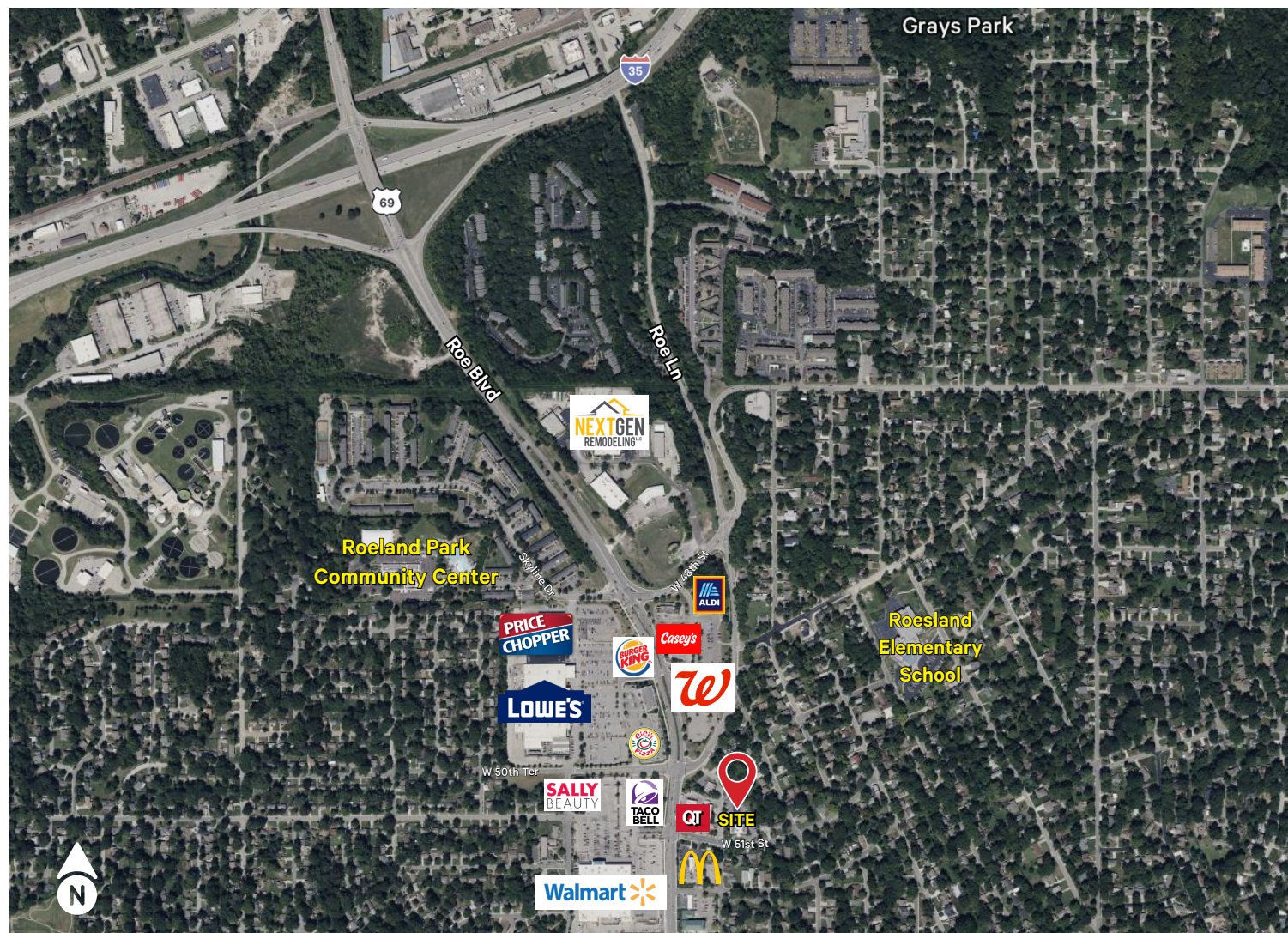


4600 W 51st

4600 W. 51st Street | Roeland Park, KS 66205

For Lease

0.75 Miles to I-35



Contact Us

Brice Shamberger

Senior Associate

+1 816 968 5810

brice.shamberger@cbre.com

Brian W. Bacon, MBA, CCIM

First Vice President

+ 816 968 5827

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August ^{5th}, 2024

BY ELECTRONIC MAIL

City of Roeland Park, Kansas
4600 W 51st Street
Roeland Park, Kansas 66205
Attention: Keith Moody

Re: *Exclusive Lease Listing Agreement*
4600 W 51st Street, Roeland Park, Johnson County, Kansas ("Property")

Keith:

Thank you for selecting CBRE, Inc. ("CBRE", "us", "we", "our") to represent City of Roeland Park ("you", "your"). The terms of this engagement are contained in this agreement ("Agreement").

1. This Agreement shall terminate one year after the above date ("Term").
2. During the Term, you appoint us as your agent with the exclusive right to list and market the Property for lease and to negotiate leases for the Property (which includes portions thereof).
3. We will commit the appropriate number of qualified and licensed professionals to this engagement. Your "Listing Team" is comprised of Brice Shamberger. We will have the right to change members of the Listing Team as necessary and appropriate.
4. CBRE shall have the duties of a lessor's broker specified in K.S.A. § 30-58,106, including, but not limited to: (1) performing the terms of this Agreement; (2) promoting your interests with the utmost good faith, loyalty and fidelity, including: (a) presenting in a timely manner all offers to and from you when such offer is received prior to execution of the lease (and satisfaction/waiver of contingencies), unless instructed otherwise by you; (b) disclosing to you all adverse material facts actually known by us; and (c) advising you to obtain expert advice as to material matters about which CBRE knows but the specifics of which are beyond CBRE's expertise; (3) accounting in a timely manner for all money and property received; (4) complying with all requirements of the Kansas Brokerage Relationships in Real Estate Transactions Act and the rules and regulations adopted thereunder; (5) complying with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes or rules and regulations; and (6) not disclosing any confidential information about you unless disclosure is required by statute or rule and regulation or failure to disclose the information would constitute fraudulent misrepresentation
5. We will offer the Property for lease at an initial rate of \$16.00 - \$20.00/SF Full Service. However, it is your right to: (a) approve, modify, reject or disapprove lease proposals and offers; (b) approve prospective tenants; and (c) adjust the terms and conditions of any offer made, including but not limited to, adjusting the Property's lease offering rate.
6. We will work with you to create and implement a leasing strategy for the Property, including preparation of appropriate and customary marketing materials (such as an offering brochure). In developing the strategy, we will rely on (without requirement to verify) any information provided

to us by you, your agents, affiliates and/or any of the Property's managers. However, we will not issue any written marketing materials without your prior written approval.

7. The success of this engagement relies, in part, on cooperation and communication between you and CBRE. Therefore, you agree to: (i) provide us with all available information to assist us in marketing the Property; (ii) immediately refer to us all leasing inquiries for the Property; and (iii) conduct all negotiations with prospective tenants exclusively through us.
8. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.
9. We will present all offers to you and assist you in developing and negotiating counteroffers until a lease is signed and all contingencies are satisfied or waived. You agree that you and/or your legal counsel are solely responsible for determining the legal sufficiency of any documents to be executed by you in any transaction contemplated by this engagement as well as the tax consequences of any such transaction. You are also responsible for evaluating any offers and determining with whom you will negotiate or enter into a transaction. While we may assist you in gathering reasonably available information, we cannot represent or warrant the creditworthiness of any prospect and/or their ability to satisfy their obligations under a lease. All final business and legal decisions shall be made solely by you. Notwithstanding any designation of us as "agent" in this Agreement, we will have no right, power, or authority to enter into any agreement with any prospective tenant, real estate broker, or any other person in the name of, on behalf of, or otherwise binding upon you.
10. You understand that CBRE may show alternative properties not owned by you to prospective tenants and may list competing properties for lease without breaching any duty or obligation to you. You also understand and agree that as part of marketing the property, we will be showing prospective tenants properties other than yours and providing prospective tenants with information on rental rates in the area.
11. We will earn, and you agree to pay us, a commission in accordance with this Agreement and the attached Exhibit A to this Agreement ("Commission Schedule") if either of the following occur:
 - (a) during the Term, you lease the Property to a tenant, whether procured by us, you or anyone else; or
 - (b) within one hundred twenty (120) days after the expiration of the Term or after the Agreement otherwise terminates (the "Post-Term"), the Property is leased to, or negotiations continue, resume or commence leading to a lease of the Property during the Post Term or thereafter to any person or entity (including his/her/its successors, assigns or affiliates) with whom, during the Term, CBRE either negotiated (either directly or through another broker or agent) or to whom the Property was submitted during the Term ("Existing Prospect"). You agree that CBRE is authorized to continue negotiations with Existing Prospects. We will submit to you a list of such Existing Prospects no later than fifteen (15) business days following the expiration or termination of the Term; provided, however, that if a written offer has been submitted prior to said expiration or termination date, then it shall not be necessary to include the offeror's name on the list.
12. If you intend to sell, transfer or otherwise dispose of your interest in the Property while this Agreement is in effect or during the Post Term, you agree to notify us in writing (including the name and address of the escrow or closing agent, if any) at least ten (10) days before that transaction closes. You agree to remain responsible for payment of lease commissions earned by us (or that may accrue in the future) unless the person or entity to whom you transfer the Property assumes your obligations in writing in a form reasonably acceptable to us. Earned but unpaid lease commissions will be automatically accelerated and paid at the closing of such transaction regardless of any other installment payment timetable previously agreed upon. This Agreement is an

irrevocable instruction to the escrow or closing agent to pay lease commissions owed to us from deposited funds at closing, unless you or CBRE have entered into a satisfactory written agreement with the transferee to assume the obligation.

13. If a sale, exchange or option to purchase the Property is made or granted to anyone during the Term or Post-Term, you agree to pay CBRE a sales commission in accordance with the Commission Schedule.
14. You agree that we are authorized to cooperate with and, if appropriate, share our commission with "Cooperating Brokers" (such as tenant brokers). We will be responsible for paying the fee or commission due to the Cooperating Broker (if any) provided the Cooperating Broker: (i) represents the prospective tenant pursuant to a written agreement, a copy of which is furnished to us prior to execution of the lease; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement. Market conditions may exist whereby the Cooperating Broker is offered an above-standard fee and/or broker bonus; if so, our commission shall be increased by (and you agree to pay) an amount such that we receive no less than 50% of the total fee in accordance with the Commission Schedule.
15. You acknowledge that we are an international brokerage firm and that, in some cases, CBRE may represent prospective tenants, itself or through other affiliated licensees, acting as the prospective tenant's designated agent. You desire that the Property be presented to such persons or entities. You agree that your Listing Team are your designated agents, pursuant to K.S.A § 58-30,109 as well as other applicable Kansas statutes, to the exclusion of all of CBRE's other licensees. All other CBRE licensees shall be referred to as "Non-Listing Team Agents" and shall be considered Cooperating Brokers. You understand and agree that our representation of such prospective tenants by Non-Listing Team Agents acting as designated agents shall not result in dual agency. You acknowledge that Non-Listing Team Agents acting as designated agents owe duties of trust, confidence and loyalty exclusively to their clients. In the event that the Listing Team, or any member thereof, proposes to act for a prospective buyer and/or prospective tenant, we shall obtain your informed written consent for the Listing Team member to act as a Transaction Broker (see K.S.A § 58-30,109 as well as other applicable Kansas statutes), evidenced by a transaction broker addendum.

In the event that both you and prospective buyers and/or prospective tenants are represented by designated agents employed by CBRE, the supervising broker (or branch broker, if applicable) will act as a transaction broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.

Your Initials ____

16. We shall keep all confidential information received from you during the course of the engagement confidential unless: (a) you permit the disclosure by subsequent word or conduct; (b) disclosure is required by law, subpoena, court order, or other legal requirement; (c) the information becomes public from a source other than us in violation of this Agreement; or (d) failure to disclose such information would constitute a fraudulent misrepresentation, (e) violation of law, or (f) a failure to disclose a material adverse fact to any party in any transaction contemplated hereunder.
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 - (b) **WE EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
21. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders governing each party's respective participation in any transaction contemplated by this Agreement. Further, you and CBRE acknowledge that: (a) it is illegal to refuse to display or lease to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
22. This Agreement is the entire agreement and supersedes all prior understandings between you and CBRE regarding this engagement. The Agreement is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of your and CBRE's respective lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of either party's respective rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that each has participated equally in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding

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Very truly yours,

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Name: Leah FitzGerald

Title: Managing Director

AGREED:

City of Roeland Park, Kansas

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Title: City Administrator

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Fires. Properties, whether or not located in a fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Have your experts investigate and evaluate these matters.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

Item Number: II. Discussion
Items



City of Roeland Park
Action Item Summary

Submitted By:

Keith Moody

Committee/Department: Administration

Title: Review Query Process of Agenda Items That Were Initially in NOVUS and are Now in Civic Clerk

Item Type: Presentation

Recommendation:

The City Clerk will show Council how to look up agenda items previously located in NOVUS, using the Civic Clerk agenda management program.

Details:

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

None

Item Number: IV.
Committee Minutes



City of Roeland Park
Action Item Summary

Submitted By:

Committee/Department: Administration

Title: Aquatic Advisory Committee Meeting Minutes January 15, 2025

Item Type: Action Item

Recommendation:

Details:

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

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- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. Aquatic Advisory Committee Meeting Minutes January 15, 2025

Roeland Park Aquatics Committee

1/14/2025

In attendance: Jason Wiens, Elizabeth Baddeley, Mike Calovich, Emily Hage, Tom Madigan

Staff: Anthony Marshall, Keith Moody

Meeting called to order at 6:05pm

Unfinished business:

1. Discussion of 2025 recommendations from December meeting
 - a. Keith Moody, City Administrator, joined the meeting to provide historical context for the pool master planning effort in 2017, as well as to discuss the year-end finances with the committee
 - i. Phase 2 of the Master Plan planned for a Lazy River – the committee needs to consider this and if we want to suggest alternate plans to consider
 - ii. Discussion about the addition of a party room at the pool
 1. Would potentially bring in revenue to the City
 2. Would be worth investigation – potential for a 2026 budget objective. Committee will continue this brainstorm in February meeting.

New business

- a. Election of New Officers
 - i. **Chair: Jason Wiens**
 - ii. Mike Calovich made the motion; 2nd by Elizabeth Baddeley – approved unanimously
 - iii. **Co-Chair: Mike Calovich**
 - iv. Jason Wiens made the motion; 2nd by Elizabeth Baddeley –approved unanimously
 - v. **Secretary: Emily Hage**
 - vi. Elizabeth Baddeley made the motion; 2nd by Mike Calovich –approved unanimously

Meeting adjourned at 7:16p.

Item Number: IV.
Committee Minutes



City of Roeland Park
Action Item Summary

Submitted By:

Committee/Department: Administration

Title: Arts Advisory Committee Meeting Minutes January 15, 2025

Item Type: Action Item

Recommendation:

Details:

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. Arts Advisory Committee Meeting Minutes January 15, 2025

ARTS ADVISORY COMMITTEE (AAC) MINUTES

JANUARY 15, 2025
6:00 PM City Hall

X	Marek Gliniecki, Co-Chair
X	Mary Schulteis, Co-Chair
X	Lynda Leonard, Gallery Director
X	Jan Faidley, Council Representative
X	Matt Lero, Council Representative
X	Jonna Crosby
X	Tim Ross
A	Kelley Nielsen, Staff Liaison
X	Keith Moody, City Administrator
G	Whitney Jacobs, resident & local artist
G	Shannon Cole, resident & local artist

A. Modifications to the Agenda – Added items 10,11

B. Meeting minutes from December 10, 2024 were approved with the addition that the arts brochure will be made available to the public in both English and Spanish.

C. Open Action Items – None

D. New and Old Business

1. Austin Bradley with EPC Real Estate Group and his arts team for the Rocks development presented their preferred concepts for a multi-arch sculpture at the southwest corner and an enhanced parking garage façade on the lower east side. Screening of the garage is a zoning requirement in addition to its aesthetic benefit. The arch was presented by Paul Dorrell, Leopold Gallery and Matt Kirby who showed his clay model of the concept. The concept has the appearance of a buried core-ten steel helix with 3 ribs projecting above ground. Ribs would have slightly different heights and possibly be lined with stainless steel. The design would deter climbing by the public.
Mathew commented that it compliments Roeland Park as a place where you discover and learn. It may be possible to orient the piece so that it has some significance with the annual solar cycle. There would be a sidewalk through it bordered by mulch or some other material that wouldn't need maintenance. There is an existing sanitary sewer easement in that area that will affect the location of the sculpture.
The garage screen is envisioned as vertical composite 'wooden' slats with integrated LED strip lighting. It could be bordered with stone gabion panels that compliment the natural stone in the development.
The team plans to break ground in the first quarter of 2025.

2. Sculptures to consider for decommissioning - Northington's "Scourge" and "Untitled" currently on the Community Center campus. AAC decided to ask Zahner Co. to assess these two pieces along with "Wedge", also at the Community Center.
As discussed in the December AAC meeting, "Bench" in the median of Roe Blvd is broken in two, making it a candidate for decommissioning – no discussion on it at this meeting.
 3. Update on Theater Group – topic for future discussion and related to Item 4.
 4. 2025 Projects - AAC will place more focus on art other than public sculptures, Other ideas include:
 - Artist-in-residence opportunities – very flexible on time and support provided
 - Performing arts – start with \$2000-\$5000 for local musicians
 - Theater plays – possibly in parks
 - Photography contest of Roeland Park

"Ballet Mechanique" is ready for installation. It could be installed at the Community Center where "Wedge" is. Wedge could move to one of the other locations at the Community Center where sculptures may be decommissioned.
 5. Master Arts Plan – The RFP to consultants is currently out and due Feb 7.
 6. Lighting for wall mural – discussion deferred to the February meeting.
 7. Budget – Mary shared current budget balances with AAC by email on January 15.
 8. Committee Appointments –
 - Jonna Crosby and Tim Ross will be co-Chairs of the Public Arts Master Plan subcommittee.
 - Jonna will be Community Foundation Liaison
 - Tim will be Council Liaison for quarterly reporting
 - Jonna will track the AAC budget for the committee for the remainder of 2025.
 9. Elect Chairs – Mary Schulteis and Marek Gliniecki were reelected as Co-Chairs.
 10. "Speed Limit 34" is very bent and in need of replacement with two posts instead of the current one.
 11. Misc art in the closet at City Hall – Topic for future discussion.
- E. Gallery Update – The next reception is for JCDS in the gallery February 7, 5:00-6:30. They will be selling original art, cards and prints. They are hopeful for Valentine's Day gift purchases. The next exhibit will be by the Senior Arts Council.

Adjourned

Item Number: IV.
Committee Minutes



City of Roeland Park
Action Item Summary

Submitted By:

Committee/Department: Administration

Title: Diversity, Equity, and Inclusion Meeting Minutes January 28, 2025

Item Type: Action Item

Recommendation:

Details:

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
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- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. Diversity, Equity, and Inclusion Meeting Minutes January 28, 2025



January 28, 2025 RP DEI Committee Minutes

Members Present: Carrie Paulette, Roginia Moore, Emily Cramer, Jennifer Jones Lacy

Guests Present: Cory Honas, Jan Faidley

Members Absent: Harold Morales, Jeff Stocks, Haile Sims

- Follow up from last month's business
 - Approve [December minutes](#) - Roginia motioned to approve, Emily second
- [City/Council Updates and Follow-up](#)- read December sections (below). Time for questions.
 - City Code Chapters 8 7-12 (*update committee*) & Chapter 9
 - Code changes to Chapter 8 made in early Jan 2025 to bring into compliance with Kansas state bill HB2717, which took out some key protections (updated version [here](#))
- New roles (from last month's input):
 - Chair: Carrie
 - Communications: Emily
 - Notetaker: Emily/Jennifer
 - Recruitment: Harold, Roginia
 - Boulevard Apartment Liaison: Roginia

Goal 2: Open lines of communication with each section of Roeland Park's community:

- Reminder to add items to the [Comms Google Doc](#) for February social media/email

Goal 1: Assess city council initiatives with an equity lens

- [Police Immigration Violations Procedures](#)- guest RPPD Chief Cory Honas
 - [Resource](#)
 - Notes:
 - Roeland Park's current police practices align with up-to-date best practices.
 - Officers do not inquire about or collect immigration status, nor is it reported within RPPD.
 - New officer training includes these protocols.
 - Procedures for public notification of ICE activities still being worked out
 - Discretion on public safety threats currently lies with PD leadership, balancing state laws against new federal policies.
 - Best practices needed: Identifying the most effective ways to address these issues equitably.

- Public communication: Need to determine how to publicly share key policies to reassure the immigrant community while navigating political sensitivities.
 - Coordination with Johnson County police chiefs is ongoing to align messaging and avoid unwanted external scrutiny.
- [City Code Chapter 10-](#) Police
 - Notes:
 - **Sec 10-103:** Clarification needed on the meaning of "arrest without process" and the definition of the "proper officer of the city."
 - **Sec 10-104:** Update the phrase "other place to prevent their escape" to something clearer, such as "certified holding facility."
 - **Seizures:** Explore **reallocating funds** from law enforcement seizures to city assistance grants.
 - **Sale of seized items:** Items valued over \$500 are currently advertised in a general circulation newspaper before sale by closed bid. Consider **more accessible platforms** like *Roeland Parker* or the city's email newsletter.
 - **Translation services:** A **translation line is available**, and some police officers are fluent in other languages. The department also coordinates with surrounding agencies when needed.
- Goals for 2025 (results from last month's input):
 - 1st Priority: Needs Investigation (abilities/accommodation needs, language, religions, holidays)
 - School partnership- Roseland (christyalbertson@smsd.org) and Rushton
 - City/census data
 - Notes:
 - Look into ability/accommodation needs (e.g. hearing impaired, vision impaired, language differences, mobility)
 - Format: start with school interviews (languages); and then analyze city/census data to pull insights; possibly call for info through social media
 - Invite Roseland social worker to next meeting or ask to share feedback/answers via email
 - 2nd Priority: Immigrant rights
 - 2nd Collaboration with other cities' DEI committees
 - Objectives
 - Cities with committees: PV, Leawood?, Joco
 - Cities with staff person: Olathe, Lawrence, KCMO, OP
 - Notes:
 - Learn from other committees' DEI initiatives.
 - Explore collaboration on projects and events.
 - Establish and share best practices for city-wide DEI efforts.
 - Next steps: reach out to one city at a time to invite to meeting

- 3rd Priority: Trans rights (for future)
- 4th Priority: Native American Reconciliation (for future)
- [Council Equity Questions](#) next steps
 - The city has discussed council equity considerations at the department head level.
 - Defining Input Areas: To get meaningful input from council members, the DEI Committee needs to outline the specific equity-related agenda items they want feedback on.
 - Ongoing Agenda Reviews: The committee will continue reviewing city council agendas to ensure equity considerations are integrated.
 - Capital Investment Review: Consider having the DEI Committee review capital investment project scores provided by council members as part of the annual budget process.
- Sidewalk clearing- community assistance program ideas, ideas from Olathe
 - Accessibility Considerations: Sidewalk clearing is crucial for pedestrians, but also a barrier for residents who are unable to clear their own sidewalks.
 - Olathe's Model – 'Snow Angels Program':
 - Residents apply at the beginning of the season for assistance. The requirements of eligibility for assistance are 62 years plus in age or SS disability/note from a medical professional. They require this documentation.
 - Volunteers must be 18 or older. If younger (16+) , they must be accompanied by an adult or have their guardian sign consent. All volunteers are required to participate in a background check before they are accepted.
 - Volunteers are called to help when significant snowfall occurs. Volunteers can use a sign-up genius for volunteering.
 - They advertise their Snow Brigade program on their website, social media and in the city newspaper. They also hired a full-time coordinator last summer to help recruit and advertise the program.
 - Olathe holds a volunteer banquet at the end of the year where they provide food and awards as a thank you to volunteers.
 - Next Steps: Explore mimicking Olathe's model by developing a structured community assistance program to ensure accessible sidewalks for all. Khal working on developing an RP version.
- Budget objectives- due March 3rd
 - Brainstorm budget objectives before next meeting- consider projects for funding
- Collaboration with other committees (updates)
 - Sustainability- Harold
 - Aquatics Center- Roginia

Next Steps

- All: Communication: add items to the [Comms Google Doc](#) for February social media and email newsletters
- Carrie will reach out to Christy Alberson, Social Worker at Roseland Elementary, about input for needs investigation.
- Carrie will reach out to Prairie Village DEI Committee to invite to future meeting
- All: Brainstorm budget objective.
- Jennifer: will send an update about Snow Angels program

Next Meeting: February 25, 2025

Upcoming Events:

Future Items

- ADU as rentals
- Trans rights
- Native American reconciliation
- Collaboration with other cities' DEI committees
- Criminal history as protected class
- Bike Ped Network Plan- Feb
- Strategic Plan

Equity Guiding Questions

- **Disproportionate Impact:**
 - Has input from people most affected been sought?
 - Is it possible some groups would be more negatively affected than others?
 - Is it possible that some groups benefit more than others?
 - Is that necessary and/or in line with goals? If not, could this be minimized?
- **Equity in language:**
 - Does the policy/practice make normative/stereotypical assumptions?
 - What types of words are used to describe individuals/groups identified in the policy/practice?
 - Is there language that includes or excludes communities that have been historically minoritized? (Ex. "She/He" > "They")
- **How will this action affect/serve people and places that are:**
 - Low-income (consider: renters, shift work schedules, limited transportation)
 - Communities of color
 - Limited-English speaking
 - People of varying abilities (mobility, vision/hearing impairment)
 - People with marginalized faith traditions