

**ITEM: Community Center Master Plan Contract**

**Meeting DATE:** December 4<sup>th</sup>, 2025

**TO:** City of De Soto City Council & Mayor

**FROM:** Brandon Mills, Assistant City Administrator/City Clerk

**CC:** City Staff via Electronic Packet Distribution

**EXHIBITS:** Exhibit A: Proposed Schedule  
Exhibit B: Contract with Clark and Enersen

**Summary:** Clark and Enersen were selected through a competitive, qualification-based process to lead the Community Center Master Plan, supported by a review committee that included the Mayor, a former city councilmember, and staff. If approved, the work will begin in early 2026, include extensive public engagement and steering committee involvement, and conclude with a full master plan completed by the end of the year.

**Background:** This spring, the City Council received a comprehensive feasibility study and pro forma outlining community demand, space needs, and the long-term financial outlook for a potential community center. That work showed strong public support for moving the concept forward and provided a solid foundation for the next phase of planning. Building on that, the City issued a Request for Qualifications (RFQ) earlier this year to secure a qualified team to lead the community center master planning effort. Clark and Enersen were selected through a competitive, qualification-based process. Their team brings extensive experience with community and recreation centers across the region, including projects in Merriam, Kansas, and Fort Collins, Colorado, and offers integrated expertise in architecture, engineering, landscape architecture, community engagement, and financial modeling.

A link to the feasibility study can be found [here](#).

A link to the proforma prepared by the YMCA can be found [here](#).

A link to the Clark & Enersen submission can be found [here](#).

The review committee consisted of Mayor Rick Walker, Former Councilmember Rob Daniels, me, Jay Garvin, Jim Doscher (Park Board), Erika Carrillo, Justin Huslig, and Whitney Lange. After interviews, the committee recommended Clark and Enersen based on their depth of experience, public engagement plan, and demonstrated ability to guide communities through complex, multi-phase planning processes.

**Scope:** The work, completed in two phases, includes:

Phase #1 (Winter – Early Spring)

- Reviewing existing studies and confirming program needs.
- Conducting a full public engagement effort, including a public survey, an open house, and pop-up events to get public input throughout the community.
- Facilitating 3 Steering Committee Meetings during phase #1.
- Presentation to Council with findings from Phase #1.

### Phase #2 (Spring – Fall)

- Facilitating 3 additional Steering Committee Meetings during phase #2<sup>1</sup>.
- Developing cost estimates, financial/operational models, and two conceptual design alternatives.
- Host a public meeting regarding the renderings for public input. <sup>2</sup>
- Prepare and present a consolidated master plan for Council review.

#### **Financials:**

As part of the RFQ process, each firm submitted a fee range for the project, and most came in between \$150,000 and \$200,000. After interviews and final scope discussions, the negotiated fee with Clark and Enersen was set at \$179,500, which falls in the middle of that range. The 2026 CIP includes a \$750,000 contingency to cover emerging needs and early phases of projects we may choose to advance in 2026. The \$179,500 master planning fee will be funded from that allocation.

#### **Schedule**

If approved, master planning would begin in early 2026 and finish by the end of the year.

#### **Recommendation**

Staff recommends approval of the contract with Clark and Enersen to complete the Community Center Master Plan and Conceptual Design project.

#### **Recommended Motion:**

I move to approve the professional services agreement with Clark and Enersen for the Community Center Master Plan and Conceptual Design in an amount not to exceed \$179,500 and authorize the City Administrator to execute the agreement.

**End of Report  
Exhibits to Follow**

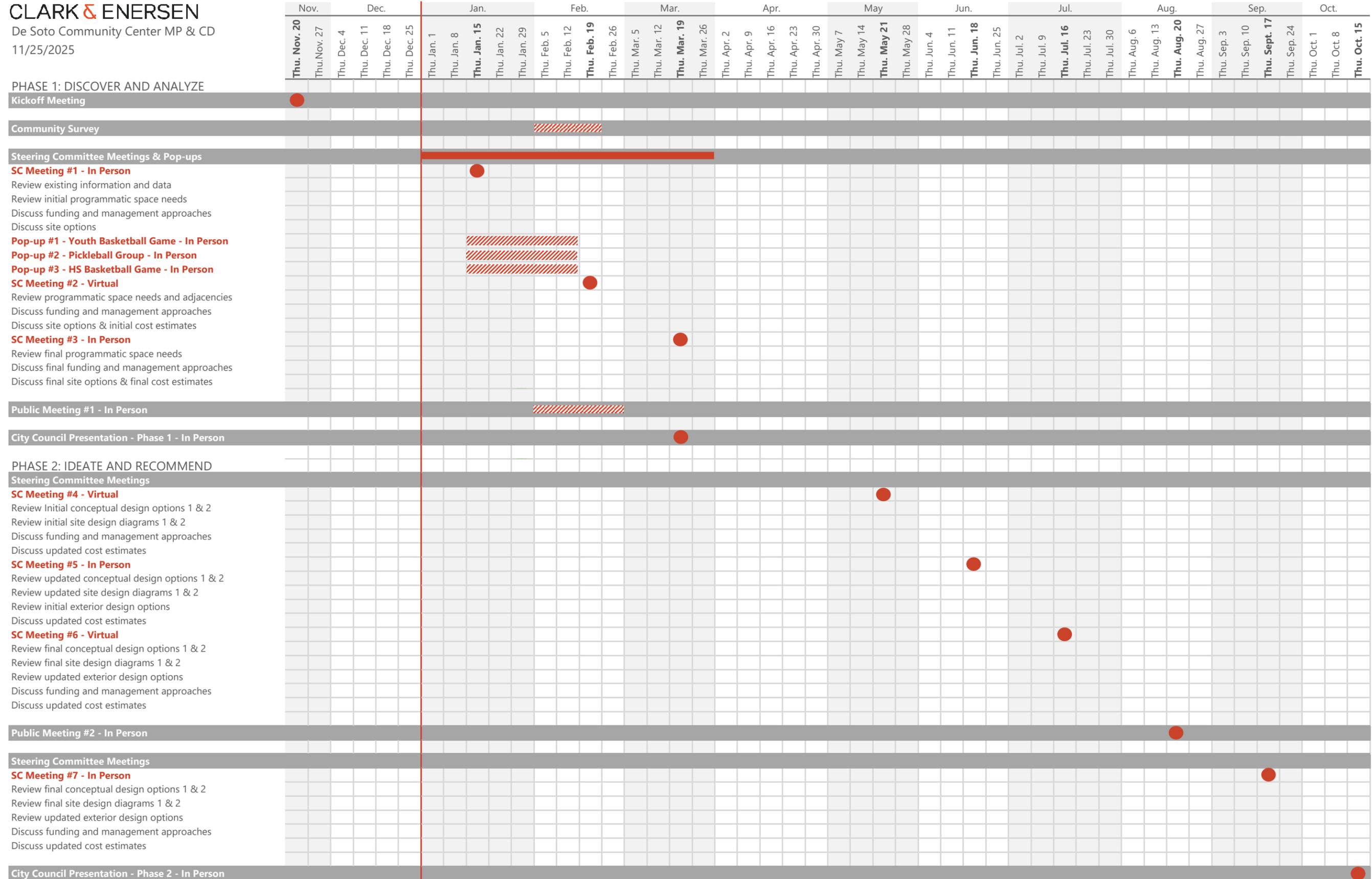
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<sup>1</sup> For a total of 6 steering committee meetings.

<sup>2</sup> For a total of 2 public meetings.

# Exhibit A

**CLARK & ENERSEN**  
 De Soto Community Center MP & CD  
 11/25/2025



**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of De Soto, Kansas (hereafter "Owner") and Clark & Enersen, P.C. (hereafter "Contractor"), for the following reasons:

1. Owner desires to implement a Community Center Master Plan and, in connection therewith, obtain Conceptual Design Services (hereafter collectively "the Project"); and,
2. Owner requires certain professional services in connection with the Project (hereafter "the Services"); and,
3. Contractor is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and Contractor Contractor agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be December 4<sup>th</sup>, 2025.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas.

**ARTICLE 3 - SCOPE OF SERVICES**

Contractor Contractor shall provide the Services described in Attachment A, Scope of Services.

**ARTICLE 4 - SCHEDULE**

Contractor shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

**ARTICLE 5 - COMPENSATION**

Owner shall pay Contractor in accordance with Attachment C, Compensation.

Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by Contractor, such amounts shall be invoiced to Owner at the catalog price(s) offered by Contractor and are not subject to audit on the basis of costs incurred.

Invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.

**ARTICLE 7 - STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

**ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and Contractor's fee for the Services, and in

consideration of the promises contained in this Agreement, Owner and Contractor agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. Contractor agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Contractor's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of Contractor and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed applicable liability insurance maintained by Contractor under this Agreement.

Special Damages. To the fullest extent permitted by law, Contractor shall not be liable to Owner for any special or indirect damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

**ARTICLE 9 - INSURANCE**

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of

\$1,000,000 annual aggregate.

Contractor shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner, Contractor, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and Contractor, each to the same extent.

Contractor and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and Contractor to the same extent.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

Contractor shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Contractor in Attachment A, Scope of Services.

In the event the Owner requests Contractor to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Contractor for review at least 15 days prior to the requested date of execution. Contractor shall not be required to execute any certificates or documents that in any way would, in Contractor's sole judgment, (a) increase Contractor's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Contractor having to certify, guarantee or warrant the existence of conditions whose existence Contractor cannot ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because Contractor has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Contractor's opinion of probable

costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. Contractor does not guarantee that proposals, bids, or actual Project costs will not vary from Contractor's cost estimates or that actual schedules will not vary from Contractor's projected schedules.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of documents will entitle Contractor to additional compensation at rates to be agreed upon by Owner and Contractor.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, documents, drawings, and specifications prepared by Contractor and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that Contractor shall have the unrestricted right to their use. Contractor shall retain its copyright and ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Contractor.

#### **ARTICLE 14 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Contractor for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Contractor's compensation and the Project schedule.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Contractor shall be considered in

default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Contractor under this Agreement. Contractor shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**ARTICLE 16 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner: The City of De Soto, Kansas  
32905 W. 84<sup>th</sup> Street  
De Soto, KS 66018

Contractor:  
Clark and Enersen, P.C.  
2020 Baltimore Avenue, Suite 300, Kansas  
City MO 64108-1949

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and Contractor.

**ARTICLE 17 - DISPUTES**

In the event of a dispute between Owner and Contractor arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably

acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

Contractor affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Contractor's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

**ARTICLE 19 - WAIVER**

A waiver by either Owner or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 21 - INTEGRATION**

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between Owner and Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 22 - SUCCESSORS AND ASSIGNS**

Owner and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

Exhibit B

**ARTICLE 23 - ASSIGNMENT**

Neither Owner nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Contractor may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from engaging independent

consultants, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 24 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of Owner and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement.

**CITY OF DE SOTO, KANSAS [OWNER]**

**CLARK & ENERSEN, P.C. [CONTRACTOR]**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit B

### ATTACHMENT A

#### SCOPE OF SERVICES

##### **City of De Soto – Community Center Master Plan and Conceptual Design**

###### **1. Project Initiation and Data Collection**

- Conduct a Kickoff Meeting with City staff to define expectations, confirm goals, establish communication protocols, and finalize the work plan.
- Assist the City in establishing a Steering Committee, including identifying objectives, roles, and decision-making structure.
- Review all existing documents, plans, operational data, site information, and previous studies provided by the City.
- Identify benchmarking communities and relevant comparison facilities to support program development and cost assumptions.

###### **2. Community Engagement**

- Define engagement goals, affected stakeholders, and target audiences.
- Develop public outreach strategies, messaging tools, and engagement materials.
- Facilitate Steering Committee meetings, public meetings, and pop-up engagements.
- Develop and analyze community surveys.
- Coordinate with community groups, youth organizations, businesses, and patrons.

###### **3. Programming, Space Needs, and Facility Requirements**

- Conduct discovery workshops with City staff, community center leadership, and stakeholder groups.
- Identify and refine programmatic space needs.
- Develop operational assumptions and financial modeling with Ballard King.
- Evaluate potential site options and site constraints.

###### **4. Conceptual Design Development**

- Produce two fully developed conceptual design alternatives.
- Prepare schematic site diagrams, preliminary floor plans, and exterior renderings.
- Provide interior planning support and identify major program adjacencies.
- Integrate aquatic program needs with an aquatics consultant.

###### **5. Cost Estimation and Operational Modeling**

- Prepare initial and refined estimates of probable construction cost.

- Develop operational and funding strategy refinements, including projected staffing and cost-recovery approaches.

###### **6. Community Engagement Presentation and Feedback Integration**

- Conduct at least one public meeting to present conceptual design alternatives.
- Facilitate Steering Committee review meetings.
- Incorporate all feedback into final concept refinements.

###### **7. Final Master Plan and Deliverables**

- Prepare a complete and consolidated Community Center Master Plan.
- Include engagement summaries, program statements, conceptual designs, cost estimates, and operational models.
- Provide high-quality graphics and presentation materials.
- Deliver a final presentation to the City Council.

###### **8. Meetings**

- Kickoff Meeting
- Three Steering Committee Meetings during phase 1
- Three Steering Committee Meetings during phase 2
- Public Community Meeting
- Council Presentation
- Additional coordination meetings as required

###### **9. Deliverables**

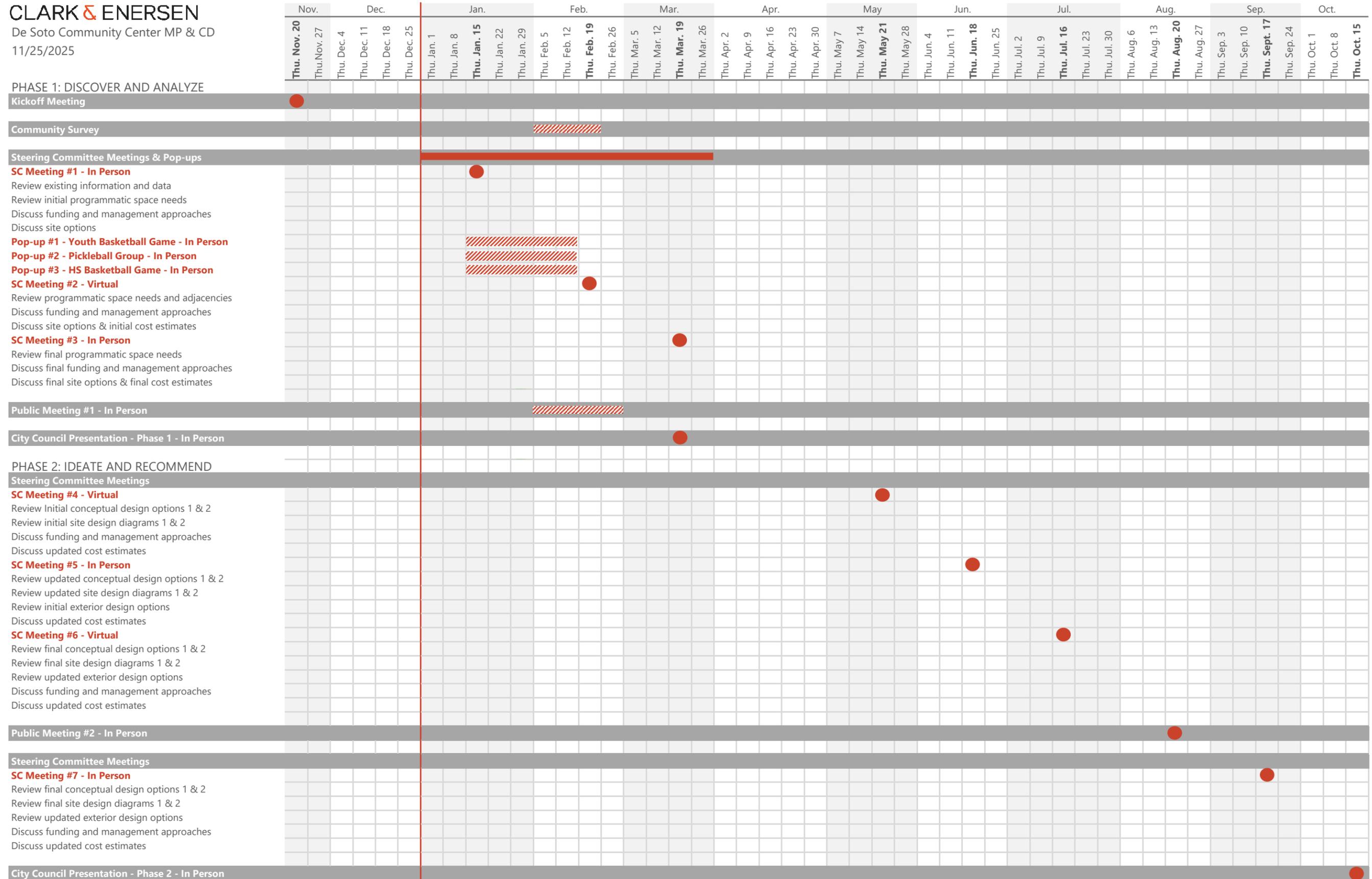
- Two complete conceptual design packages
- All engagement materials
- Cost estimates and operational assumptions
- Final Master Plan document (PDF + editable format)
- Council presentation materials
- All supporting datasets, diagrams, and visuals

###### **10. Services Excluded**

- Full design and documentation, bidding assistance, and construction administration services
- Site surveys
- Geotechnical reports
- Phase 1 environmental assessments
- Permit fees
- LEED certification
- Building commissioning
- Furniture and equipment selection and procurement assistance

Exhibit B

**CLARK & ENERSEN**  
 De Soto Community Center MP & CD  
 11/25/2025



## Exhibit B

### ATTACHMENT C COMPENSATION

#### Section 1 - Basis of Compensation

1.1 For performing the Services identified within Attachment A - Scope of Services, Owner shall pay Contractor \$179,500 in monthly payments spread over the life of the Project and commensurate with the quantity and quality of the Services performed thus far. Contractor shall be responsible for submitting invoices for monthly payments.

1.2 [RESERVED].

1.3 [RESERVED].

#### Section 2 – Additional Services

2.1 Any services rendered by Contractor beyond those described in Attachment A - Scope of Services shall be compensated on the same basis set forth in Section 1.

2.2 Contractor's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, Contractor and Owner will mutually agree in writing to additional compensation exceeding said estimated amount.

#### Section 3 - Other Payment Provisions

3.1 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

## Exhibit B

### ATTACHMENT D OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of Contractor, and Contractor may rely on the accuracy and completeness of the following:

1. Authorize Contractor in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at Contractor's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to Contractor's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of Contractor's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of Contractor's Services.
6. Make Owner's facilities available to Contractor as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and Contractor and requiring Contractors to name Owner, Contractor, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as Additional Insureds on Contractors' liability insurance policies.
8. Maintain property insurance on all pre-existing physical facilities.
9. Provide a Builder's Risk All-Risk insurance policy for full replacement value for all Project work, which will include, without limitation, coverage for loss due to defects in materials and workmanship and errors in design, and will include Owner, Contractor and Contractor as insureds.
10. Furnish the services of a geotechnical engineer, whose services shall include, without limitation, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests.
11. Give prompt written notice to Contractor whenever Owner becomes aware of any development that does or may affect the scope or timing of Contractor's Services, or any defect in the Services of Contractor or its subconsultants, or the work of construction Contractors.
12. Advise Contractor of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.