



# **PLANNING SERVICES AGREEMENT**

*Presented to:*

**Wheaton Park District**

*Attn:* **Michael J. Benard**

**OCTOBER 26, 2017**  
SPORTS FACILITIES ADVISORY, LLC

PLANNING SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

600 Cleveland Street, Suite 910 • Clearwater, FL 33755 • P: 727.474.3845 • F: 727.361.1480

1. Michael J. Benard (hereinafter referred to as "Client") hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as "Consultant") for the services set forth in this Agreement.
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of the Executive Summary Cover Letter.", but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant's hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the "discloser," and the party receiving the information is the "recipient." Confidential information means all information concerning either party's business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.  
The recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of the recipient; (b) within the legitimate possession of the recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by the recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of the discloser. If confidential information is required to be produced by law, court order or government authority, the recipient must immediately notify the discloser of that obligation. The recipient will not produce or disclose confidential information in response to that obligation until discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from the recipient of the obligation to produce or disclose.  
Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of the discloser or used by the recipient in any manner which may be competitive to the discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client's business and Consultant assumes no liability for the Client's project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client's businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.
8. **Entire Agreement:** This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect

to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.

9. **Compensation:** Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

**Payment Terms – Exhibit A (\$30,000.00 + Reimbursable Travel Expenses Max Not to Exceed \$3,200.00)**

- **Payment 1 – (50%) \$15,000.00:** Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
- **Payment 2 – (30%) \$9,000.00:** To be invoiced upon review of the draft pro forma. Draft pro forma to be delivered upon payment.
- **Payment 3 – (20%) \$6,000.00:** To be invoiced upon review of the final deliverable(s). Final deliverable(s) to be delivered upon payment.
- **Reimbursable Travel Expenses:** To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice.

- Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
- Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
- Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee.

*In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.*

Michael J. Benard  
"CLIENT"

BY: \_\_\_\_\_

Michael J. Benard

Print Name

Sports Facilities Advisory, LLC  
"CONSULTANT"

BY: \_\_\_\_\_

Em Sullivan

Sales Manager Name

Date

10/26/17

October 26, 2017

Client Billing Address

Wheaton Park District  
855 Prairie Avenue Wheaton IL 60187

Invoicing/Billing Contact Name

Randy Tucker Account Payable

Invoicing/Billing Contact Email/Phone

## SCOPE OF SERVICES

### Financial Modeling and Economic Impact Forecasts

In the following steps, SFA will produce an institutional grade Financial Forecast and an Economic Impact Forecast for the proposed regional indoor sports facility in the City of Wheaton.

#### Step 1: Wheaton Market Visit

This market visit will provide insight into the project history of the indoor facility, scope, needs, purpose, goals, and constraints. The meeting agenda for this session will be documented prior to the visit and will allow for a broad range of discussions related to the project:

1. Vision and Goals
2. Program Plan including facilities, parking, surfaces, lighting, concessions, and other specifics
3. Financing structure
4. Evaluate two previously selected sites and determine the best location to analyze in the Pro Forma
5. Operating and Management Model
6. Revenue Generating Business Units including tournaments and major events, local events, sponsorship and advertising, hotel booking rebates, food concessions, local rentals and programming, and retail sales

While we acknowledge that a fair amount of market information has been covered with the DuPage CVB leading up to this point; this visit will help to ensure that SFA is aligned with your team regarding information sharing and project milestones moving forward. The purpose of this visit is to clarify the operating model, types of tournaments and events that will be prioritized, relevant market trends and characteristics, the financing strategy and structure, and other factors that will play a role in the development timeline, organizational structure, and pro forma.

#### Step 2: Detailed Financial Model & Forecast (Pro Forma)

In this step, SFA will complete more in-depth research/analysis to produce a financial forecast or ("Pro Forma"). SFA's pro formas are detailed, institutional-grade financial forecasts, that are often used to support public decision making and financing. This stage of analysis will include detailed research, assumptions, and back-up data for each facility program area and for each product offering, as well as direct calls to local sports organizations, other potential user groups, and industry vendors and alliances. The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, ROI, facility utilization, and more. The financial forecast will also address the wide range of key performance indicators and contributing factors that influence operations and the overall financial performance of the facility. Your pro forma will be highly detailed, with the analysis encompassing the following key elements:

- The Business Model
- Debt-to-Equity mix and debt service
- Program spaces and space requirements
- Construction and start-up costs
- Parking considerations
- Revenue by product/program
- EBITDA, operating cash flow, ROI
- Program schedule and utilization projections by program and by season/session
- Facility and operating expenses
- Management and staffing model
- Proposed funding strategy

- Recommendations for the programming and sports offerings

This stage of work will “right size” the facility given the vision, space requirements, and programming needs that can facilitate a successful and financially viable model. The pro forma will define in very clear terms, the financial results, risks, upside, and sensitivity of the business model.

### **Step 3: Economic Impact Report**

In addition to the pro forma; SFA will produce a detailed Economic Impact Report. This report will include projected economic and social benefits based on the location chosen, as well as recommendations for the management and organizational structure, marketing initiatives, and programming and projections for sports tournaments and other tourism events that produce positive economic impact. This deliverable – in coordination with the pro forma – will be highly customized and will contain a number of variables that can be finalized through a planning process with city stakeholders. This Economic Impact Report will include a youth tournament and ancillary event demand analysis and a detailed breakdown of these various event projections including such categories as:

- |                          |                                    |
|--------------------------|------------------------------------|
| • Event Days             | • Number of Events                 |
| • Size of Events         | • Length of Stay                   |
| • Number of Teams        | • Room Nights                      |
| • Number of Participants | • Average Daily Rate (ADR)         |
| • Number of Guests       | • Average Daily Expenditures (ADE) |
| • Hotels Utilized        | • Yearly Total Economic Impact     |

SFA will project the number and scope of additional sports tourism events that DuPage County could expect per year if recommended facility was built and aggressively marketed. SFA will estimate demand out to 2026.

### **Step 4: Executive Summary Cover Letter**

As a culmination of completing the Pro Forma and Economic Impact Report, SFA will produce a 3-6 page “Executive Summary Cover Letter.” This summary report will include an overview of all information relative to the scope of work completed. Additionally, SFA will discuss and strategize next steps to begin executing on the proposed recommendations. Upon completion of this scope of work, SFA will provide “final” documentation in electronic PDF format.