

8/5/2014

60-R-14

A RESOLUTION

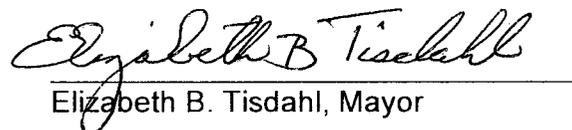
Authorizing the City Manager to Execute a Sales Tax Sharing Agreement with Autobarn Motors, Ltd. for the Fiat/Alfa Romeo Dealership

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized to execute the Sales Tax Sharing Agreement for the Fiat/Alfa Romeo Dealership, attached hereto as Exhibit A, the terms are incorporated herein by reference, with Autobarn Motors, Ltd., an Illinois corporation.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Sales Tax Sharing Agreement as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 60-R-14 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: August 11, 2014

EXHIBIT A

Sales Tax Sharing Agreement

SALES TAX SHARING AGREEMENT

THIS SALES TAX SHARING AGREEMENT (“**Agreement**”) is entered into this”), by and between the CITY OF EVANSTON, Illinois, an Illinois home rule municipal corporation (the “**City**”), and AUTOBARN MOTORS, LTD. an Illinois corporation (the “**Proprietor**”) (individually, the City and Proprietor are referred to herein as a “**Party**” and collectively referred to as the “**Parties**”).

RECITALS:

WHEREAS, the City, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or ordinance; and

WHEREAS, the City is a home rule municipality in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, Proprietor operates car dealerships under the umbrella name of “**Autobarn**”, each located respectively at 1001, 1012, 1015, 1033 and 1034 Chicago Avenue, Evanston, Illinois and will be adding two additional dealerships, Fiat and Alfa Romeo, at the 1034 Chicago Avenue location which currently is occupied by Autobarn’s pre-owned inventory (“**New Dealerships**”); and

WHEREAS, Proprietor will be renovating the 1034 Chicago Avenue building in order to provide showrooms for the different manufacturers at an anticipated cost of \$2 Million (the “**Project**”); and

WHEREAS, the Parties agree that extraordinary costs associated with the Project renovations require certain incentives from the City, and the incentives that will be offered to offset these extraordinary costs in the form of rebates from the City’s portion of the local sales taxes generated on the Property; and

WHEREAS, the City desires to retain existing businesses, diversify the tax base, create new jobs, and provide for the general enhancement of the tax base of the City for the benefit of the City and its residents; and

WHEREAS, the City has determined that providing financial assistance in the form of a sales tax sharing agreement is a proper exercise of its home rule powers and the City Council has made the following findings with respect to the Property and the Project; and

- A. The Project is expected to create job opportunities within the City;
- B. The Project will serve to further stabilize areas adjacent to the Property;
- C. Without this Agreement, the Project would not be possible;
- D. The Proprietor meets high standards of credit-worthiness and financial strength;
- E. The Project will maintain the neighborhood commercial base of the City;
- F. The Project will protect and enhance the sales tax base of the City; and
- G. This Agreement is made in the best interest of the City.

WHEREAS, the City has agreed, pursuant to the terms of this Agreement, to provide certain sales tax sharing provisions in order to insure the economic feasibility of the Project which will have the benefits described above,

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the Parties hereto as follows:

SECTION 1: Recitals. The Parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

SECTION 2: Rebate.

A. Rebate: Based on the foregoing reasons described in the Recitals, the Parties agree to split all of the sales tax revenue on an 80/20 basis that is received by the City from the Illinois Department of Revenue for the revenue that Proprietor) (the "**Rebate**"). Autobarn will be reimbursed eighty percent (80%) of the taxes collected by the City; the remaining twenty percent (20%) will be retained by the City.

B. Rebate Term:

1. The term of the rebate period (the "**Rebate Term**") shall commence one month after Final Certificate of Occupancy is issued for the Project ("**Rebate Term Commencement Date**") and will expire on the 48th month (four years) after the Rebate Term Commencement Date.

2. The Proprietor may not petition for any additional extensions or renewals of this Agreement for the referenced business franchises listed in Section 2(A) for the next fifty years (until 2064). New businesses or franchises brought to the City by the Proprietor are eligible for City consideration by the City Council for other City economic development agreements or subsidies.

C. Rebate Payments: After receipt of the sales tax revenue and tax data from the Illinois Department of Revenue, the City will issue the Rebate within 30 days of the request for Rebate payment on a semi-annual basis. In addition, following receipt of the sales tax revenue and tax data from the Illinois Department of Revenue for the third and fourth quarter, the City will issue the Rebate payment within 30 days. If the Illinois Department of Revenue distributes data in a regular quarterly basis, the City will process the rebates within 30 days, but in no event less frequent than a semi-annual basis. Any failure to transmit the sales tax revenue data and revenue by the Illinois Department of Revenue shall not be considered an Event of Default of the City and cannot be cured by the City.

D. Conditions Precedent to First Rebate Payment: The following shall be conditions precedent to the City's obligation to pay any monies to the Proprietor under the Rebate for the initial payment:

1. Proprietor shall submit to the Director or his designee the following information to commence the Rebate payments, proof of payment of Project costs outlined in Section 3A below.

2. Conditioned on the City receiving information from the State of Illinois related to sales tax for the Proprietor, the City shall have thirty (30) days after receipt of these documents within which to verify the sufficiency of the information contained within the produced documents.

E. Conditions Precedent to Rebate Payments after First Rebate Payment: Prior to issuance of Rebate for the remainder of the Rebate Term Proprietor must be in good standing on any and all City accounts, including but not limited to real estate tax payments to Cook County, wheel tax payments, parking tickets, water bills, and fines.

SECTION 3. Proprietor's Responsibilities.

The Sales Tax Sharing Agreement is conditioned on the completion and satisfaction of each part of this Section 3 and confirmed by the Director and/or his designee. If Proprietor fails to perform any condition fully set forth herein, it shall be considered an Event of Default, defined in Section 9. For the Term of this Agreement, Proprietor's responsibilities shall include the following:

A. Summary of Project: Proprietor shall renovate the Property for the two new dealerships in accordance with its representations to the City's Economic Development Committee, City Council, and City staff. The project costs are outlined the table below (the "Project Costs"):

Fiat/Alfa Romeo Expenditures	Cost
Fiat Expenditures	
<i>Franchise Purchase</i>	\$400,000
<i>Initial Parts/Accessory Inventory</i>	\$45,000
<i>1034 Chicago Avenue Build-Out</i>	\$450,000
<i>Service Entrance/Customer Lounge Write-up/ Parts</i>	\$600,000
<i>Computers/Phones/Data/Signs/Misc.</i>	\$75,000
<i>Pre-owned Inventory</i>	\$400,000
Alfa Romeo Expenditures	
<i>Interior Construction, Signs, Tools, Parts</i>	\$80,000
Total Cost	\$2,050,000

1. Project completion: Proprietor shall construct and complete the Project in a good and workmanlike manner in accord with all Federal, State and local laws and regulations. The Proprietor, at its expense, shall secure or cause to be secured any

and all permits, documents, zoning relief, or plats which may be required for the Project by City Code, and any other governmental agencies having jurisdiction over such construction, development or work, or such portion of the work being performed, including, without limitation, any applications and permits, documents or plats which may be required to be obtained from any local, federal or state environmental protection agency, or from any other agency which may have or exercise any jurisdiction of any type whatsoever in connection with the Project. Except as provided in this Agreement, the costs of the Project shall be borne and paid for by Proprietor.

2. **Limit on the Rebate:** The Rebate split specified in Section 2(A) is contingent on the Project Costs exceeding \$2.0 Million. In the event that the Project Cost is less than \$2.0 Million, Autobarn is restricted to receiving a total Rebate not to exceed \$520,000 (Five Hundred Twenty Thousand and no/100 Dollars) over the Rebate Term in the sales tax sharing, regardless if the 48 month period had not yet expired. If the Project costs exceed \$2 Million, the Rebate is not capped during the Rebate Term.

B. Job Creation: The Borrower shall create and must maintain at least 17 new positions ("**Minimum Job Creation and Retention Threshold**") as minimum employment levels at the Subject Property. The Borrower represents that it shall create the jobs within one year of the Effective Date of this Agreement.

The Borrower will receive credit to meet the Minimum Job Creation Threshold by reducing employment levels at the other Evanston facilities of Proprietor and shifting the employees to work at the Subject Property; meaning the jobs transferred from the other Evanston Autobarn dealerships do not count as new jobs for purposes of this condition. Failure to provide adequate proof of job creation and retention within 30 days of the request is considered a default under this Agreement.

C. Sale or Transfer prior to end of Term:

1. If Proprietor and/or Richard Fisher sells or transfers in whole or in part any of the businesses listed in Section 2(A) to any unrelated entity or individual, it shall be considered an Event of Default except if such sale occurs as a result of ill-health or resulting in the retirement of Proprietor.

2. If Proprietor and/or Richard Fisher sells or transfers in whole or in part any of the businesses listed in Section 2(A) to be occupied and operated by another business owner than Proprietor, this shall be an Event of Default. However, if Proprietor replaces it with another business entity to be operated by Proprietor, it shall not be considered an Event of Default (i.e. the Fiat dealership is sold and replaced with a Mini Cooper, etc. dealership), provided that Proprietor's substitute business shall be open for business in no more than 90 days after operations under the old franchise ceased AND the City provides its written consent to a comparable business that is being substituted by Proprietor.

D. Relocation of Service Center and Chicago Avenue Property Improvements: Proprietor shall add an additional car sales component to the Chicago Avenue corridor.

This will increase the intensity of use at the corridor and in order to mitigate this, the following must be completed within one year after the Rebate Term Commencement Date:

1. All Mazda service operations and Fiat/Alfa Romeo services must be relocated to the new property at 222 Hartrey Avenue.

2. A fence must be installed at the eastern edge of the parking lot that is located between the 1015 and 1033 Chicago Avenue Autobarn properties (along the alley side of the parking lot). The fence must be of a high quality that has sound attenuating qualities and prohibits access to the alley.

3. The most southerly garage door along the alley way on the 1033 Chicago Avenue building must also be removed; in place of the garage door a wall or other permanent barrier must be installed.

E. Breach of Section III Responsibilities: Should Proprietor violate any of Proprietor's responsibilities contained in any section of this Agreement before the expiration of the Term, said violation shall constitute a material breach of this Agreement.

F. Notwithstanding any other provision of this Agreement, in the event that Proprietor (i) declares insolvency or bankruptcy; (ii) makes an assignment for the benefit of creditors; or (iii) is unable to meet its financial obligations, causing it to cease doing business as an auto dealership and service facility, then this Agreement shall be deemed terminated and of no further force and effect, and the Parties are relieved of all covenants, conditions, obligations and liabilities hereunder.

G. Proprietor acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the City to Proprietor pursuant to this Agreement.

H. Proprietor shall throughout the Term and for a period of 2 years following the expiration of the Rebate Term, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Proprietor, relating to the Sales Tax Sharing Agreement and the Project, including without limitation, all books, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Proprietor is found to have been overstated, Proprietor shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

SECTION 4. City Responsibilities.

A. In consideration of Proprietor's work on the Project, the City agrees to issue the Rebate to Proprietor. The City shall disburse to Proprietor eighty percent (80%) of City's Sales Tax revenue collected from the aforementioned businesses listed in Section 2(A) until the expiration of the Term on a semi-annual basis and in compliance with Section 2(E).

B. Notwithstanding anything to the contrary herein contained, the City shall have no obligation to disburse to Proprietor any portion of the City's Tax Revenue Share accruing or arising after the expiration of the Rebate Term.

SECTION 5. Casualty / Extension of Term.

In the event of a casualty or destruction of substantially all of the improvements on the Property during the term of this Agreement, and Proprietor elects not to rebuild said improvements or fails to promptly commence and diligently pursue said reconstruction and recommence its retail operations on the Property within twelve (12) months after the date of said casualty, Proprietor shall be obligated, to refund the percentage of the Rebate per Section 3(F) received by the Proprietor to date.

SECTION 6. Indemnification.

Proprietor shall defend, indemnify and hold harmless City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Proprietor or its subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Proprietor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to City and employees and agents, including without limitation the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* At the City Corporation Counsel's option, Proprietor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Proprietor of any of its obligations under this Agreement. Any settlement of any claim or suit related to activities conducted under this Project by Proprietor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City. No member, official, agent, legal counsel or employee of the City shall be personally liable to the Proprietor, or any successor in interest in the event of any default or breach by

the City or for any amount which may become due to Proprietor or successor or on any obligation under the terms of this Agreement.

SECTION 7. Mutual Assistance. Proprietor and the City agree to do all things practicable and reasonable to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms hereof.

SECTION 8. Anti-Discrimination and Minority Business Participation.

A. Proprietor agrees to comply with all applicable laws prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin or sexual orientation. Proprietor agrees to make good faith, commercially reasonable efforts to have its general contractor and major subcontractors, to the extent they hire new employees and can include minorities, women and City residents to work on the Project. Nothing herein shall require Proprietor or its contractors or major subcontractors to displace any employees in its current work force to achieve the foregoing goal.

B. Notwithstanding the foregoing provisions, Proprietor shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

SECTION 9. Event of Default and Default Remedies.

A. Notice of Default: In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, including but not limited to conditions contained in Sections 2 and 3, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Section 14 hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

B. Cure of Default: Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within a 15-day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion.

C. City Remedies not Exclusive: If an Event of Default occurs, which Proprietor has not cured within the timeframe set forth in subparagraph B above, the City, at its option, may terminate this Agreement and/or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement.

D. Reimbursement of Rebate:

1. If a Default by Proprietor is not cured, the Proprietor may be responsible for reimbursement of the last Rebate issued depending on the date of Default (the "Date of Default"). If the Default is discovered after the City has paid the Rebate which

encompasses the date of Default, then Proprietor must reimburse the City for the full Rebate. Meaning, if the Proprietor defaults in the fall quarter and the City issues a semi-annual payment for the fall and winter quarters in January the following year, and the City subsequently discovers or the Proprietor reports the Default in February, then the Proprietor shall reimburse the City for the last Rebate issued.

2. If a Default is discovered before the City has issued the Rebate for the period of time encompassing the Default, the City shall not issue a Rebate for said subject period. In addition, the City will not issue a partial or pro-rated Rebate to Proprietor to the date of Default.

3. The "Date of Default" shall mean the date on which the Proprietor violates any condition of the Agreement and it is not cured within the applicable time period. The Proprietor has an affirmative obligation to report any and all Defaults to the City.

E. Proprietor's Exclusive Remedies: The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Section. Accordingly, Proprietor shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between Proprietor and the City regarding this Agreement or any of the matters referred to herein, the parties agreeing that declaratory and injunctive relief and specific performance shall be Proprietor sole and exclusive judicial remedies.

SECTION 10. Entire Agreement. This Agreement sets forth all the promises, inducements, Agreements, conditions and understandings between Proprietor and City relative to the subject matter hereof, and there are no promises, Agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth.

SECTION 11. Survival of Terms, Binding upon Successors. The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

SECTION 12. Governing Law and Attorney's Fees. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Proprietor, or arising out of a breach of this Agreement by Proprietor, the City shall recover from the Proprietor as part of the judgment against Proprietor, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

SECTION 13. Force Majeure. Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, restrictive governmental laws and regulations, epidemics, quarantine restrictions, freight embargoes, lack of transportation or labor and material shortages.

An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than thirty (30) days after the commencement of the cause or not more than thirty (30) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

SECTION 14. Notices. Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given, served and received on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy transmitted on a business day before 5:00 p.m., or the next business day thereafter if not so transmitted (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: City Manager

with a Copy to:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: W. Grant Farrar, Corporation Counsel

If to Proprietor:

Autobarn Motors, Ltd.
1015 Chicago Avenue
Evanston, IL 60202
Attn: Richard Fisher

SECTION 15. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such judgment.

SECTION 16. City Approval. A copy of the ordinance (or other City action) approving of the terms and conditions of this Agreement and authorizing and directing the City Manager to execute this Agreement on the City's behalf, certified by the City Clerk, shall be provided to Proprietor.

SECTION 17. Third Parties. The City and Proprietor agree that this Agreement is for the benefit of the Parties hereto and not for the benefit of any third party beneficiary. Except as otherwise provided herein, no third party shall have any right(s) or claim(s) against the City that may arise from this Agreement.

SECTION 18. Amendments. This Agreement may be amended from time to time with the written consent of the Parties hereto.

SECTION 19. Execution of this Agreement. This Agreement shall be signed last by the City and the City Manager shall affix the date on which he/she signs and approves this Agreement on the first page hereof, which date shall be the effective date of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the effective date of this Agreement between the Parties shall be last date executed (the "Effective Date").

CITY OF EVANSTON, an Illinois municipal corporation

AUTOBARN MOTORS, LTD., an Illinois corporation

By _____

By _____

Name: Wally Bobkiewicz

Name: Richard Fisher

Its: City Manager

Its: President

Dated: _____, 2014

Dated: _____, 2014

ATTEST

By: _____

City Clerk

[SEAL]



A PROPOSAL TO DEVELOP



THE AUTOBARN FIAT OF EVANSTON

April 24th, 2014



evanston
richard fisher dealerships



April 23, 2014

City of Evanston Economic Development Committee
2100 Ridge Avenue
Evanston, IL. 60201

Dear EDC Members:

A few months ago we were contacted by FIAT of North America following a presentation that we had made to them in 2010 with regard to our [then owned] dealerships in Countryside. At the time that Chrysler contacted us in 2014 they were inquiring as to:

- a.) Whether we still had the interest in becoming a FIAT dealer and
- b.) if we may have the ability to house such a dealership in Evanston!

Over the proceeding couple of months the conversations between FIAT/Chrysler N.A. and ourselves morphed from an 'open point' to the purchase or takeover of the Fields dealership in Highland Park. We were presented with the option of the dealership with no 'blue sky' (franchise value) to be paid and the takeover of a lease if I were to assume the dealerships' operation and obligations at 250 Skokie Valley Road in Highland Park. From that point I have told both FIAT of North America and the Fields Group that I believed that the correct location for FIAT was Evanston, and would only be interested if FIAT could be moved here.

For many years we have dreamed of trying to expand our Franchise base in Evanston. There are two basic reasons why, over a twenty year period - this seemed to be a very remote possibility:

1. Mainstream manufacturers - the Fords and Chevrolets of the world - do not want to be in Evanston. In their estimation half of the market is water and there is no room to store and display the hundreds of models that such a dealership would normally require. Franchises like that - 'mainstream' - usually all study the same business map telling them that they need to be in Schaumburg, Naperville, Tinley Park etc. - as did FIAT when they were first arriving in the U.S a couple of years ago. As you will see from the following presentation FIAT is different; FIAT is a brand where [we believe] our town is actually a *better* proposition than those mainstream markets.
2. Until the advent of 222 Hartrey the ability to seriously consider such a growth opportunity simply wasn't possible; Now, following some classic urban planning guidelines, we can try to locate the retail experience where it belongs and the get-ready/cleaning/storage where it belongs - while tastefully expanding our retail footprint.

We will include here a rough idea of contemplated costs and employees created for the establishment of the Autobarn FIAT (and Alfa Romeo) of Evanston. We will also include a sales forecast for 2013 to 2017. One of the most exciting facets of this opportunity is that, provided we are able to meet facility and operational requirements during June through November of 2014 we will be awarded the Alfa Romeo franchise at the end of 2014, bringing a truly high-end European brand - with a fantastic heritage - to Evanston.

Partnering with Evanston: What we're requesting to help facilitate this Growth.

We have previously agreed with the Economic Development Committee to accept 48 months of sales tax sharing at 50% of our current business' earnings as part of our redevelopment project at 222 Hartrey. we would request that in the light of the coming investments with FIAT and ALFA ROMEO - that agreement be revised in the following manner:

Years 1-3: Autobarn 70% Evanston 30%

Years 4-6: Autobarn 50% Evanston 50%

Years 7-9: Autobarn 30% Evanston 70%

We would agree that our company would not be eligible for further tax sharing in the future.

We would work with the City to establish reasonable performance parameters linked to the agreement.

We are not asking for any 'up-front' funding for this, but very much need to share at a better rate for a longer term in the sales taxes that we earn, given the relative infancy of the FIAT and ALFA ROMEO franchises in this country and the knowledge that from the stand-point of creating a net-profit for our company - at least three years is a reasonable gestation period.

I hope that the City will be as excited at these developments as we are. I truly feel that this opportunity - if not 'once in a lifetime', is certainly 'once every 25-years!'. Further, I hope that the City views our requests for further partnering in our endeavors reasonable.

Very Truly Yours,

Richard A. Fisher
President
The Autobarn of Evanston.



The Autobarn FIAT/Alfa Romeo of Evanston Contemplated Additional Employment

Employees

Sales Manager	2
Salespeople	6
Porters	4
Parts	2
Service Advisors	2
Office	2
Technicians	3
TOTAL	21



The Autobarn FIAT/Alfa Romeo of Evanston Contemplated Sales Forecast

FIAT

Year	Gross Annual Sales	New Car Sales	Used Car Sales
2013*	\$4.35 million	204	120
2014**	\$9.60 million	360	360
2015	\$11.20 million	420	420
2016	\$12.80 million	480	480
2017	\$16.00 million	600	600

Alfa Romeo

Year	Gross Annual Sales	New Car Sales	Used Car Sales
2015	\$3.90 million	60	100
2016	\$4.80 million	70	125
2017	\$5.50 million	80	150

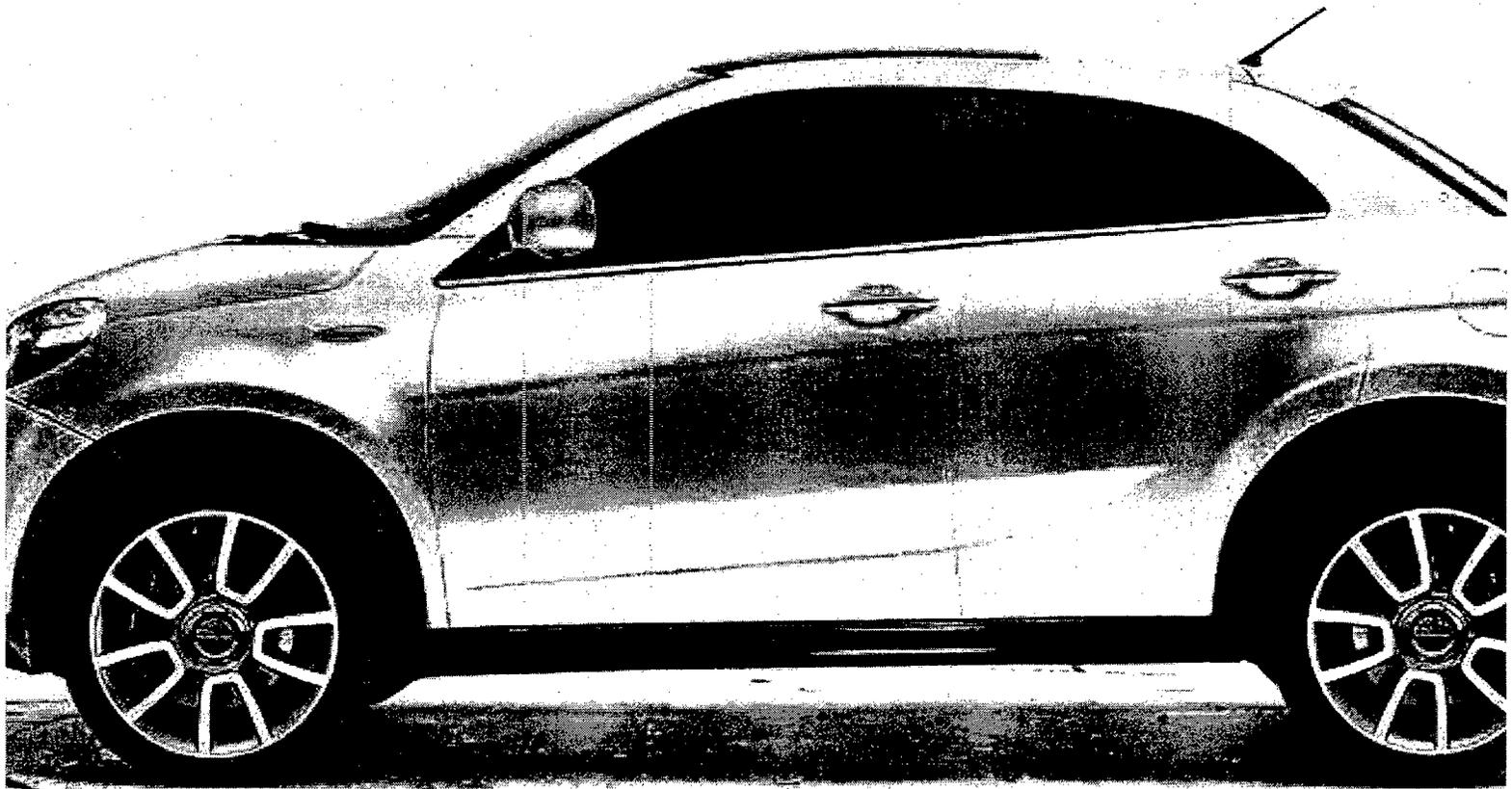
* Sales from the dealership when owned by Fields and located in Highland Park.

** We would be taking over the dealership in mid-July 2014. Our projected Gross Annual Sales for the half year that we will be owning and managing the dealership is estimated to be \$10 million.



By 2015 FIAT is to ADD six new models to the North American Line-up...

It took Kia five years to get to 44,000 sales in the U.S., and they started out with a \$4,999 Sephia. It took (BMW's) Mini seven years to sell 44,000 cars and didn't do it until they added the Countryman" six years after entering the market. FIAT sold under 20,000 (in the U.S.) cars in 2011, their first year, and 44,000 in 2012.

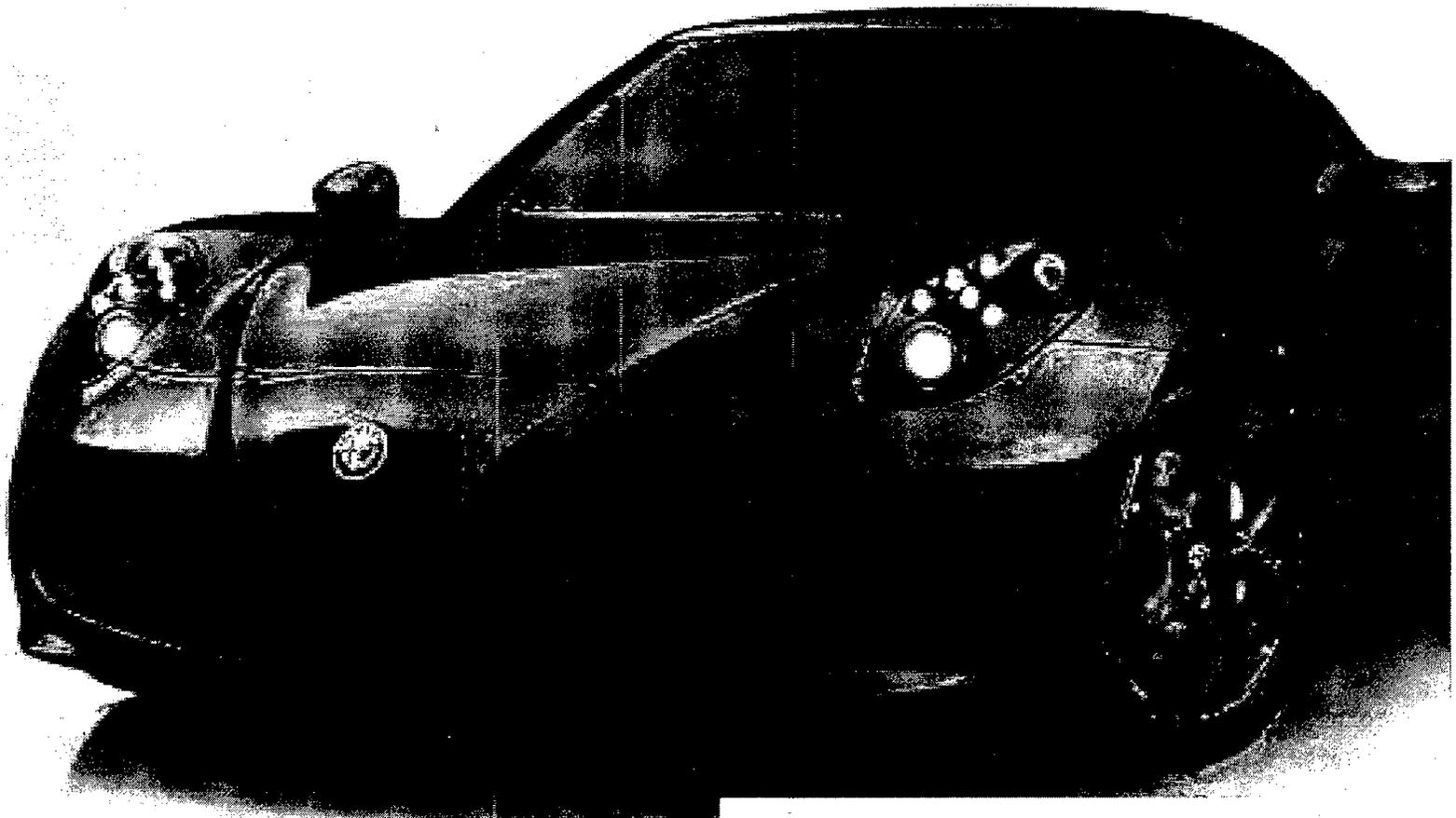


The 2015 FIAT Compact Crossover



In 2015 Alfa Romeo will be re-introducing their Brand to North America...

After nearly 20 years away, the brand will start selling cars here again in 2014. The return to the States is part of a large revamp of the brand that will see a number of new models introduced in the U.S., Europe, and around the world, and this Alfa renaissance will lean heavily on alliances with Fiat, Chrysler, and Mazda.



The 2015 Alfa Romeo 4c



The 2015 Alfa Romeo Crossover



THE ORIGINAL PRESENTATION TO FIAT



THE AUTOBARN FIAT OF EVANSTON

April 24th, 2014



evanston
richard fisher dealerships



January 09, 2014

Chrysler Group, LLC.
901 Warrenville Road, Suite 550
Lisle, IL 60532

Attn: Mr. Tim Duncan
Dealer Network Development Manager

Dear Mr Duncan:

At The Autobarn we have been driven in equal parts by enthusiasm for the actual cars and enthusiasm for the car business: this comes primarily from me; I have always been an enthusiast every bit as much as I am a dealer, salesperson, service provider or marketer.

During 2010, when I became aware that FIAT would be returning to the United States, I became very excited. As an Englishman living here in Chicago since 1980, who started as a salesman at a Chicago Porsche/Audi/Saab/Subaru dealership, I have always remained close to the European market. In 2008, when I needed to purchase a new car for my sister in England I bought a red Panda 100hp which I drive whenever I am in England visiting my mother. I've also owned a 1971 Alfa Spider since 1985 and a 1973 Alfa 2000GTV since 1988; both were joined this past year by a '67 Lancia Fulvia. On the business side of the coin, we have retailed over 4,800 new and used vehicles in 2013 in Evanston and will sell well over 5,500 in 2014.

We are sending this presentation to you based on your encouragement. Like you, I believe that the city of Evanston is a perfect place for a FIAT dealership. We are also incredibly excited by the idea of Alfa Romeo's return to our market and would be similarly motivated to invest and participate. Were we to be considered for the FIAT franchise in Evanston Illinois, we would provide an 'as-new', fully renovated and branded dealership with exclusive sales, and well-presented service and parts departments...not an enormous facility but one that is located correctly and of an appropriate size. 1034 Chicago Avenue is the most visible retail location on Chicago Avenue which is the busiest street in Evanston.

In this presentation package are photographs of our existing Evanston dealerships, including the specific facility that we would propose for FIAT. Each one of these properties makes a case study of how much work we are willing to do to make your brand our brand, and to thrive in this marketplace. We like to create a well-organized visual presentation for our customers, and to the manufacturer. We are not building monuments to ourselves, but developing a strong and vibrant environment where customers can enjoy visiting, relaxing, purchasing and servicing their car.

We feel that the 1034 Chicago Avenue building, renovated and branded for FIAT and operated by The Autobarn can become a model for what can be done with an exclusive FIAT Dealership in an urban environment – and we feel that we can do a fantastic job for your company and for our customers.

Yours Very Truly,

Richard A. Fisher
The Autobarn Companies

"Every day I have fun selling cars: talking to customers; reading about cars; driving cars. Right through the years -- learning to be a manager, how to market and advertise, and how to train - I am still amazed that you can get paid for doing this!"



Richard Fisher

A well structured urban campus which easily retails 400 vehicles monthly

Often, dealerships in truly urban locations mean smaller showrooms - a lack of storage, lower inventories and remote service departments. As Evanston's only car dealership company we are undeniably very urban. Because of our approach and our physical structure we can offer an urban dealership experience with none of the drawbacks... 150-200 new FIATS in stock and beautifully presented, a large pre-owned inventory, spacious parts storage - both physical and financial - and a seamless ON-SITE service experience.

Being a dealer in Evanston since 1992 I can tell you that anything European or unusual and reasonably priced has an existing audience in Evanston. Evanston is Chicagoland's best market for Mazda, Subaru and Volkswagen. In years previous, cars like Saab and Volvo were as normal a sight in Evanston as Jeep and Chevrolet in more mid-American markets. Mini is a brand that was foolish not to be in Evanston; not long after their introduction, I remember bringing trailer loads of them into Evanston and easily selling them. Pre-owned Minis (and this past year, FIATS!) have always been very good merchandise in Evanston.

My perception is that FIAT initially placed dealerships in those locations classically thought of as vital to establishing a new brand. Understandably, these locations weren't always as accurately aligned with the FIAT customer as I believe Evanston to be. Similarly, my perception was that there were Chrysler dealers for whom the sale of FIAT 500's may have been a stretch. There is a vast difference between the mind set of American and European automobile buyer.

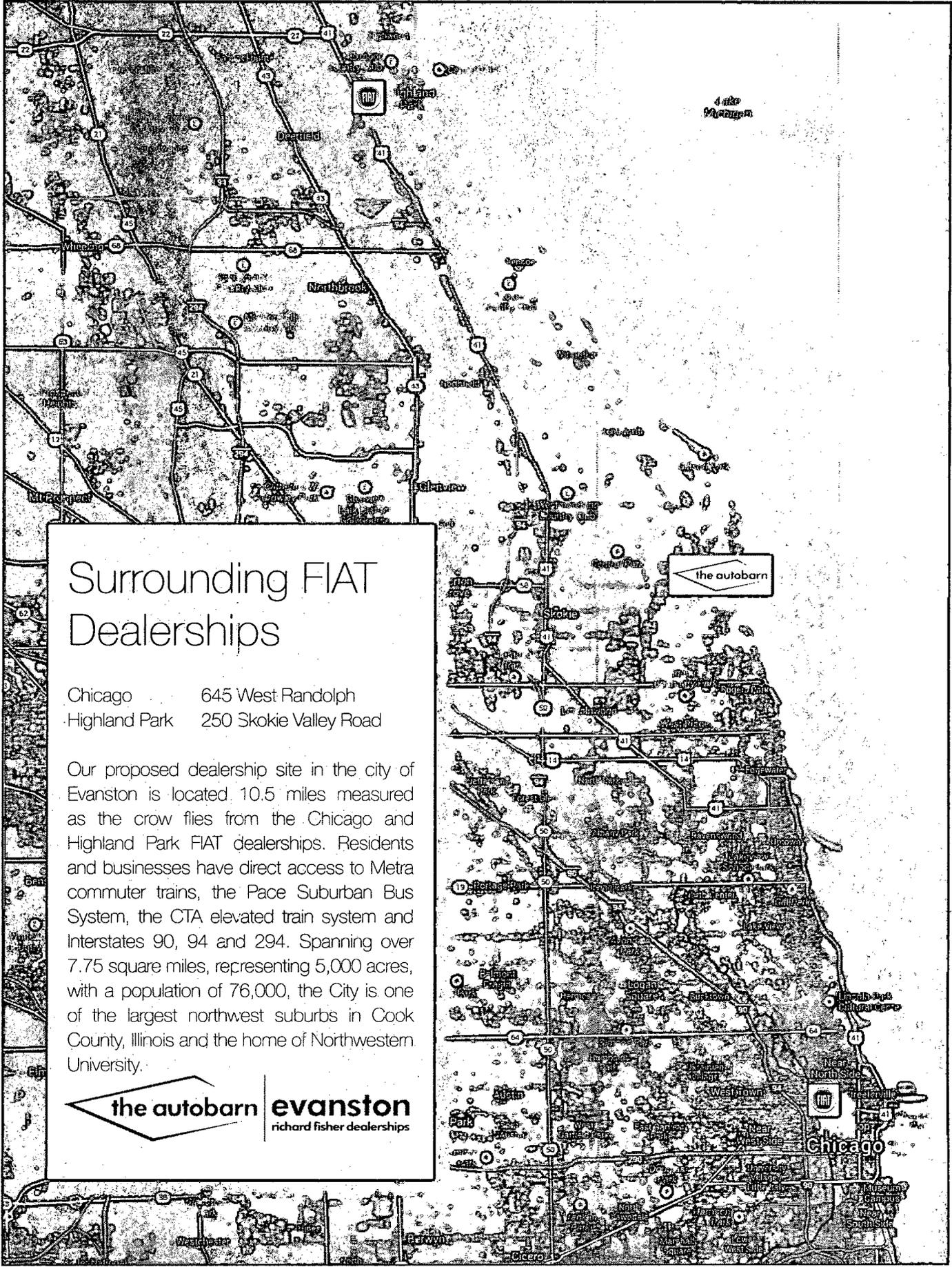
For me as a dealer, selling FIATS in Evanston - would be natural! I am a lifelong European car salesman and a lifelong loyal European auto enthusiast.



So how does a lifetime of selling and servicing European (and more recently Asian) cars translate to our ability to be successful with FIAT...

- We talk about the car not just it's price. We train from day one, with enthusiasm and knowledge, the ability to have a genuinely comparative conversation about the various cars in a given segment. We believe fiercely in the power of the test-drive...of really driving the cars.
- We talk about the brand, its heritage, its meaning and its tradition. Not a difficult thing to do with FIAT given its rich history - but a fun and engaging task anyway.
- We have the appropriate marketing experience for a Euro brand. You will not see full-page newspaper ads or cable TV commercials shouting about \$5,000.00 discounts. What you will see is extensive use of Google ad words, social media, email and direct mail to our 57,000 strong customer database, superb graphics and.....lest we forget, some pretty tasteful radio ads which are just as likely to run on Pandora as on regular stations based on proper demographic awareness.
- We believe in choice, and the power of good inventory. We like to stock a lot of cars. I know that it's not necessarily fashionable, but big inventory/choice drives traffic.
- Strong Community Presence: We are the only car-dealership company in a town of nearly 80,000 people. We are active with Evanston Chamber of Commerce, Evanston Township High school and Young Evanston Artists (YEA). See our detail page later in this document.
- We will hire and train people not necessary experienced in the car business but absolutely enthusiastic about cars, European cars and FIAT specifically.
- When it comes to sales and service management and parts and accessories marketing we have a proven core group of managers with strong documented processes who can quickly learn FIAT's language.

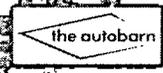




Surrounding FIAT Dealerships

Chicago 645 West Randolph
Highland Park 250 Skokie Valley Road

Our proposed dealership site in the city of Evanston is located 10.5 miles measured as the crow flies from the Chicago and Highland Park FIAT dealerships. Residents and businesses have direct access to Metra commuter trains, the Pace Suburban Bus System, the CTA elevated train system and Interstates 90, 94 and 294. Spanning over 7.75 square miles, representing 5,000 acres, with a population of 76,000, the City is one of the largest northwest suburbs in Cook County, Illinois and the home of Northwestern University.





Evanston - Population Profile

- As of the census of 2010, there were 74,486 people (up from 74,239 at the 2000 census), 30,047 households, and 15,621 families residing in the city. The population density was 9,574 people per square mile (3,687.4/km²). There were 33,181 housing units at an average density of 4,264.9 per square mile (1,642.6/km²). The 2010 census showed that Evanston is ethnically mixed with the following breakdown in population: 65.6% white, 18.1% black or African American, 0.2% American Indian or Alaska Native, 8.6% Asian, 0.02% Native Hawaiian or other Pacific Islander, 3.6% some other race, and 3.8% from two or more races. 9.0% were Hispanic or Latino of any race.
- There were 30,047 households, out of which 23.1% had children under the age of 18 living with them, 39.8% were headed by married couples living together, 9.7% had a female householder with no husband present, and 48.0% were non-families. 37.5% of all households were made up of individuals, and 10.5% were someone living alone who was 65 years of age or older. The average household size was 2.25 and the average family size was 3.05.
- The median age was 34.3 years, with 19.3% under the age of 18, 16.8% from 18 to 24, 27.8% from 25 to 44, 24.0% from 45 to 64, and 12.2% who were 65 years of age or older. For every 100 females there were 91.0 males. For every 100 females age 18 and over, there were 88.0 males.
- As of 2011, the estimated median income for a household in the city was \$60,033, and the median income for a family was \$102,706. Male full-time workers had a median income of \$66,106 versus \$52,727 for females. The per capita income for the city was \$40,732.



evanston
richard fisher dealerships

the autobarn evanston
richard fisher dealerships



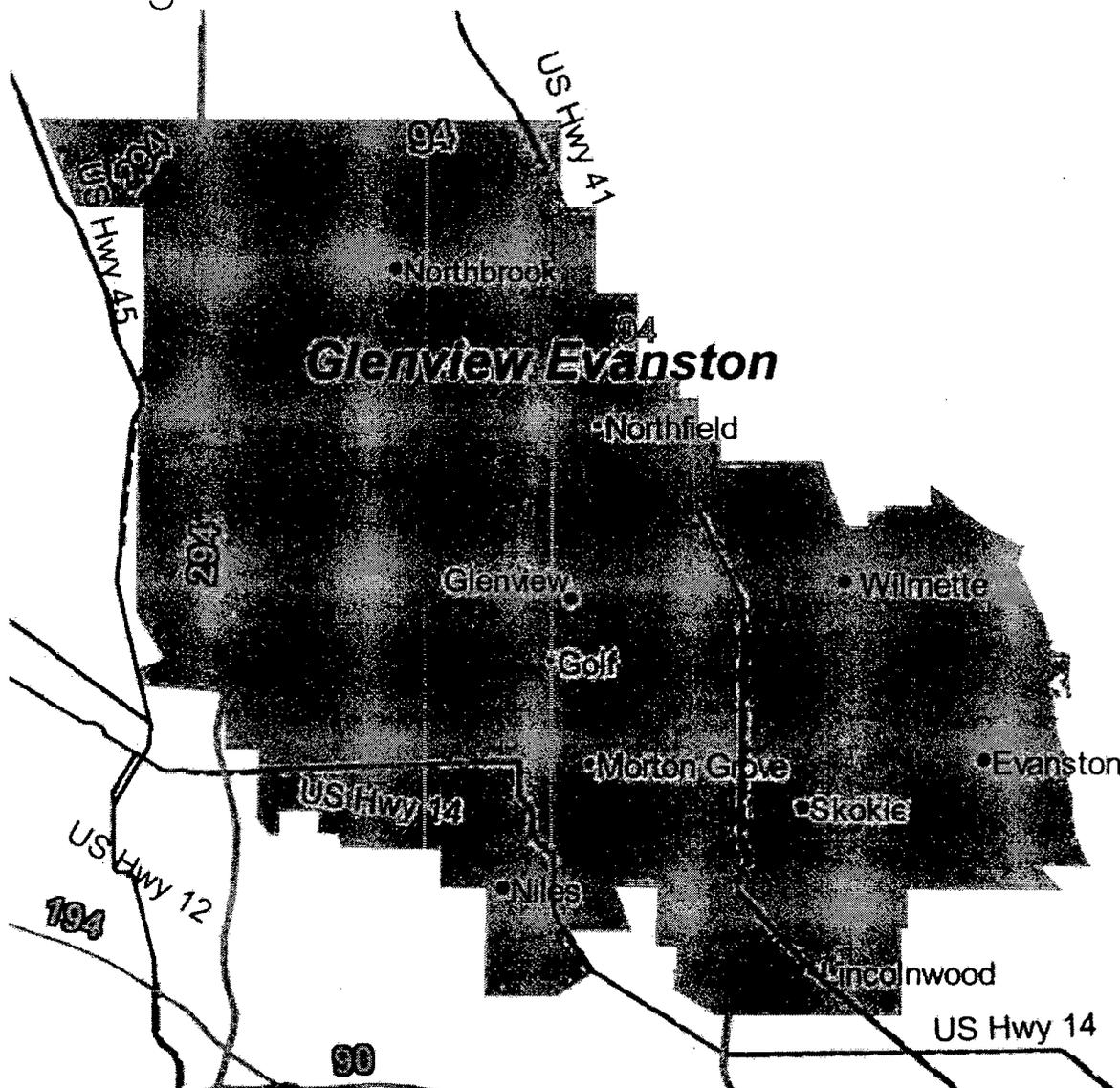
The Autobarn - our Customer

- The city of Evanston is surrounded by very affluent neighboring suburbs.
- The median household income within an 8 mile radius is \$70,000.00.
- The surrounding area is very dense in population.
- We are the only auto dealership in Evanston. We retail over 400 vehicles per month.

The following pages show you the demographics of the surrounding areas. First by Household Incomes within a 8 mile radius and then a larger perimeter consisting of the southwestern suburbs of Chicago.



Chicago's immediate North Shore



Glenview Evanston – Sys Code 1283				
Communities Covered				
Glenview	Maine Township	Northbrook	Unic. Mt. Prospect	
Golf	Morton Grove	Northfield	Unic. Northbrook	
Evanston	New Trier Township	Skokie	Wilmette	
Lincolnwood	Niles	Unic. Des Plaines		
Zips				
60016*	60029	60068*	60091	60203
60022*	60053	60076	60093	60208
60025	60056*	60077	60201	60712
60026	60062	60082	60202	60714*

Population	Zone	DMA	Race/Ethnicity	Zone	DMA
% Female	52.3%	51.1%	% Asian	16.6%	5.6%
% Male	47.7%	48.9%	% Black/African American	6.3%	17.3%
Median Age			% Hispanic/Latino	7.1%	20.5%
Total Population Median Age	43	36	% White	71.8%	65.5%
Age Distribution			% Other Race	5.3%	11.5%
% Age 18-34	19.8%	23.7%	Household Income		
% Age 18-49	38.5%	44.6%	\$250K+	8.1%	3.7%
% Age 25-49	29.2%	35.2%	\$150K-\$250K	12.7%	7.7%
% Age 25-54	36.9%	42.5%	\$75K-\$150K	31.9%	30.1%
% Age 35+	59.0%	51.6%	\$50K-\$75K	16.2%	18.5%
% Age 50+	40.3%	30.8%	\$25K-\$50K	17.5%	20.9%
Highest Educational Attainment			Under \$25K	13.6%	19.2%
High School Graduate	14.5%	25.5%	Home Ownership		
Some College	16.4%	20.6%	% Owner-Occupied	74.0%	65.9%
College Graduate or More	60.7%	40.3%	% Renter-Occupied	26.0%	34.1%



Chicago DMA statistics shown in red.

Chicago's Northwest Side



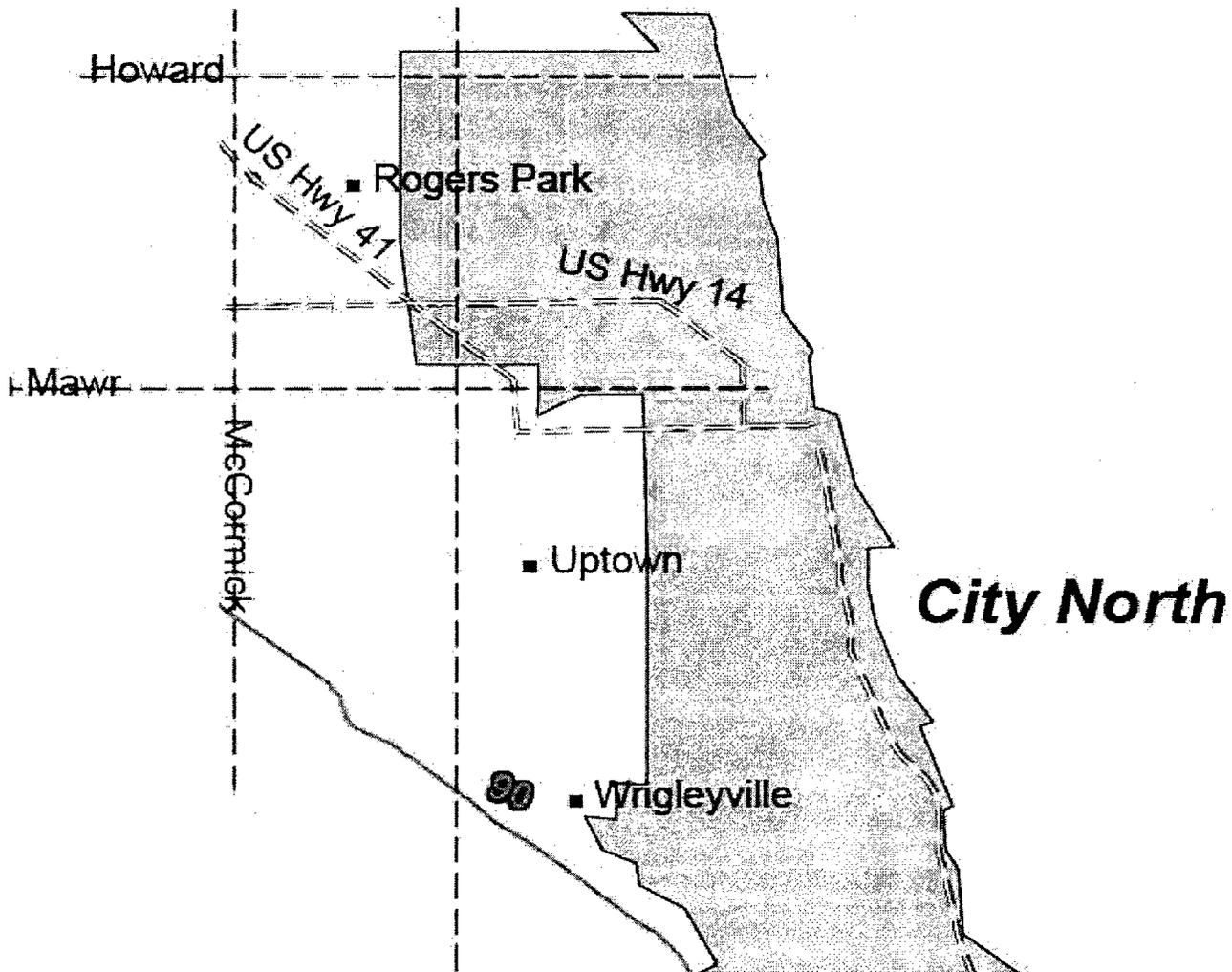
Chicago Northwest – Sys Code 5887				
Communities Covered				
Edgebrook	Jefferson Park	Norwood Park		
Edison Park	Lincoln Square	Sauganash		
Forest Glen				
Zips				
60613*	60630	60640*	60656*	60659*
60618*	60631*	60641*	60657*	60714*
60625	60634*	60646		

Population	Zone	DMA	Race/Ethnicity	Zone	DMA
% Female	50.6%	51.1%	% Asian	7.3%	5.6%
% Male	49.5%	48.9%	% Black/African American	2.7%	17.3%
Median Age			% Hispanic/Latino	35.0%	20.5%
Total Population Median Age	36	36	% White	70.9%	65.5%
Age Distribution			% Other Race	19.2%	11.5%
% Age 18-34	25.7%	23.7%	Household Income		
% Age 18-49	47.9%	44.6%	\$250K+	2.5%	3.7%
% Age 25-49	39.6%	35.2%	\$150K-\$250K	5.8%	7.7%
% Age 25-54	46.3%	42.5%	\$75K-\$150K	26.1%	30.1%
% Age 35+	51.8%	51.6%	\$50K-\$75K	19.9%	18.5%
% Age 50+	29.6%	30.8%	\$25K-\$50K	23.4%	20.0%
Highest Educational Attainment			Under \$25K	20.3%	19.2%
High School Graduate	26.8%	25.5%	Home Ownership		
Some College	18.0%	20.6%	% Owner-Occupied	54.9%	65.9%
College Graduate or More	37.8%	40.3%	% Renter-Occupied	45.1%	34.1%



Chicago DMA statistics shown in red.

Chicago's North Side



Chicago City North - Sys Code 1797					
Communities Covered					
Andersonville		Lincoln Park		Streeterville	
Edgewater		Near Northside		The Loop	
Gold Coast		Printers Row		Uptown	
Lakeview		Rogers Park		West Ridge	
		Streeterville		Wrigleyville	
Zips					
60601	60605	60611	60622*	60645	
60602	60606*	60613*	60626	60654*	60660
60603	60607*	60614	60640*	60657*	
60604	60610*	60616*	60642*	60659*	

Population	Zone	DMA	Race/Ethnicity	Zone	DMA
% Female	50.9%	51.1%	% Asian	11.2%	5.6%
% Male	49.1%	48.9%	% Black/African American	12.0%	17.3%
Median Age			% Hispanic/Latino	12.4%	20.5%
Total Population Median Age	33	36	% White	68.2%	65.5%
Age Distribution			% Other Race	8.5%	11.5%
% Age 18-34	39.6%	23.7%	Household Income		
% Age 18-49	60.8%	44.5%	\$250K+	6.0%	3.7%
% Age 25-49	49.0%	35.2%	\$150K-\$250K	9.5%	7.7%
% Age 25-54	54.4%	42.5%	\$75K-\$150K	25.2%	30.1%
% Age 35+	46.2%	51.6%	\$50K-\$75K	17.1%	18.5%
% Age 50+	25.0%	30.8%	\$25K-\$50K	19.3%	20.9%
Highest Educational Attainment			Under \$25K	22.9%	19.2%
High School Graduate	11.1%	25.5%	Home Ownership		
Some College	13.6%	20.8%	% Owner-Occupied	39.2%	65.9%
College Graduate or More	67.0%	40.3%	% Renter-Occupied	60.8%	34.1%



Chicago DMA statistics shown in red.

Sum of Comparable Vehicles sold in 8 mile radius - 2013

Zip Code	(All)	Mazda 2	Beetle	Clubman	Countryman	Coupe	Fiesta	Fit	Mini	Paceman	Roadster	Yaris	FIAT
60618	77	7	10	7	12	1	10	25	17	1	3	7	13
60640	81	7	9	3	10	1	10	22	16	1	2	4	19
60657	77	5	8	3	9	1	8	20	9	1	1	3	15
60613	74	3	7	2	9	1	7	19	9	1	1	2	12
60625	71	3	6	2	8	1	7	18	7	0	1	2	12
60660	65	3	5	1	7	1	7	18	7	0	1	2	16
60091	47	3	5	1	6	0	7	17	7	0	0	2	3
60202	55	2	5	1	4	0	7	15	7	0	0	2	0
60626	45	2	5	1	4	0	6	15	5	0	0	1	7
60641	40	2	5	1	4	0	6	14	5	0	0	1	5
60025	39	1	5	1	3	0	6	12	3	0	0	1	5
60645	37	1	4	1	3	0	6	8	3	0	0	1	5
60201	41	1	4	1	3	0	6	8	2	0	0	1	10
60630	35	1	3	1	3	0	5	8	2	0	0	1	7
60093	29	1	3	1	3	0	5	7	2	0	0	1	2
60053	24	0	2	1	3	0	4	7	2	0	0	1	1
60659	24	0	2	0	2	0	4	6	2	0	0	1	2
60714	24	0	2	0	2	0	4	6	1	0	0	1	3
60077	19	0	2	0	1	0	3	4	1	0	0	0	1
60631	19	0	1	0	1	0	3	3	1	0	0	0	2
60076	12	0	1	0	1	0	2	2	1	0	0	0	1
60646	15	0	1	0	1	0	1	1	1	0	0	0	0
60712	11	0	0	0	1	0	0	1	1	0	0	0	1
60203	7	0	0	0	1	0	0	1	1	0	0	0	0
60043	4	0	0	0	1	0	0	0	1	0	0	0	0
Total	972	42	95	28	102	6	124	257	113	4	9	34	158



Our Marketing Program

- Maintaining a balance between the Manufacturer's Brand and The Autobarn Ltd. brand.
- A multi-tier Internet Program using Search Engine Optimization, Pay-Per-Click and Geo-targeted messaging.
- With 3 brands and 4 dealerships our on-line presence penetrates many different customer demographic types widening our potential customer base.
- An established radio voice that over the past 20 years has developed into a brand staple.
- 5th Best Known Dealership Name in the Chicagoland area (2008)
- With the existing network and variety of our dealerships we already have an established relationship with your potential customer.



Involvement in the Community

The Autobarn has been part of the Evanston Community for 21 years. We would like to believe that over those years we have established ourselves as reasonably well-respected "fellow citizen" in the community.

In the past we have helped Turin Bicycles with the annual Evanston Grand Prix Bike Race. Through our sponsorship we helped financially, with manpower for the entire event and by supplying the pace cars for all the races.

Four or five years ago we donated a new Mazda Tribute to Evanston Police Department; this vehicle can still be seen doing Crossing Guard Duty at ETHS to this day. We sit on the Automotive Advisory Committee at ETHS and have recently made a commitment to establish an Intern program with Evanston Township High School which will see two Evanston students working with us each summer and one or more ETHS Graduates being part of our 'Hire & Train' Program for ETHS Graduates not opting for college.

We have also been the main sponsor for YEA Day (Young Evanston Artists), helping financially as well as donating our manpower and meeting space for whatever they request. This relationship has been steady for over five years and this year helped earn us the Evanston Arts Committee 2012 Arts and Business Leadership Award.

Recently we donated a 2013 CX5 to the 311 Center to use as a roving billboard. For the next year this vehicle will be driven around the Evanston area, participating in local events to help develop awareness of this very important service.

We were recently the title sponsor for Lincoln Elementary School's annual fund raiser at Dawes House, and look forward to more involvement with this great (- and tastefully renovated!) local elementary school.

Richard Kirkpatrick, our General Manager, can be found at Evanston's Farmers Market most Saturday mornings around 7 am with one of our green vehicles - answering questions from local residents about environmentally conscious vehicles.





the autobarn | **evanston township high school**
richard fisher automotive training department

We sponsor the Automotive Training Department at Evanston Township High School. We hire four (paid) interns each summer from The Autobarn/ETHS Automotive Training Department. We hire two graduates of ETHS as full-time Trainee Employees each year. We provide 50 branded shop coats each year and \$2500 in tools and equipment.

the autobarn | **evanston**
richard fisher dealerships



EVANSTON'S CAR DEALERSHIP.

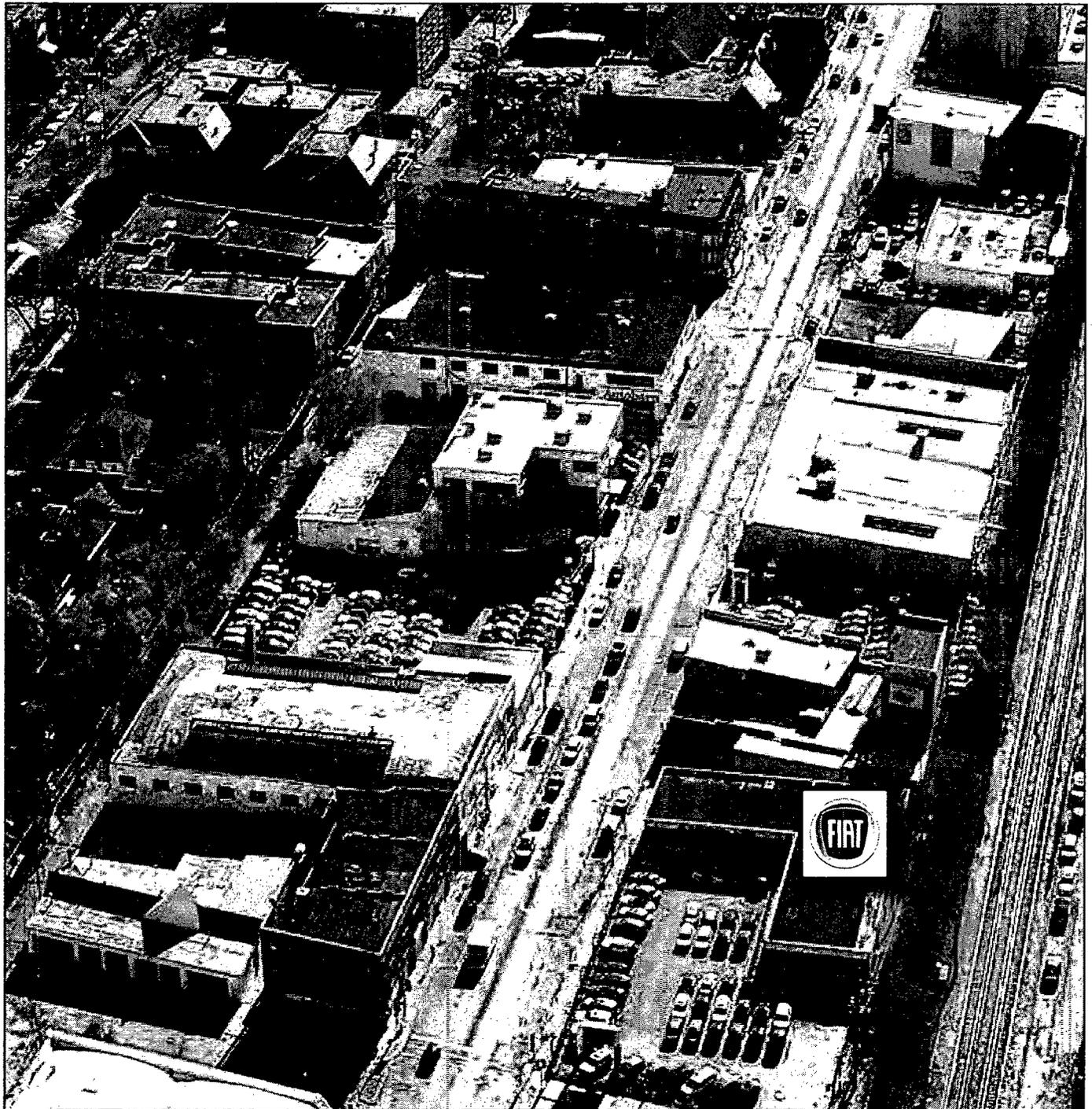
Family owned and operated for 21 years.
Grateful to be part of a vibrant, creative
and diverse community.



This year we are proud to have supported & participated in the following community organizations and events.

- 311 Courtesy Car Sponsor
- YEA! Young Evanston Artists
- Backstage Evanston
- COMMUNITY Picnic
- Evanston Chamber of Commerce
- Evanston Farmers Market
- Evanston Green Living Festival
- Evanston MashUp
- Lincoln Elementary School
- Northwestern University Wilccats





The Autobarn Evanston Urban Campus

The Autobarn Evanston Urban Campus is six square blocks almost entirely devoted to new car dealerships and stands alone as the only auto dealer in the township. We have 6 acres and 3 new car dealerships within the Campus and we are in the process of reworking our existing campus which will leave us with an open 10,000 square foot sales showroom.





Evanston - the Urban Campus

- The Autobarn Volkswagen

Opened as the Autobarn Volkswagen in July 1992

Volkswagen Marketplace construction done in 2002/03

Exclusive Volkswagen dealership since 2003

The #1 selling New and CPO Volkswagen dealership in Chicago for 2012

The #1 selling New and CPO Volkswagen dealership in Chicago for Q1-Q3 in 2013

Note: We have two of the seventeen Chicagoland VW stores; they accounted for 27% of the new Volkswagens registered in Chicagoland in 2013. We accounted for 75% of the CPO Volkswagens registered in Chicagoland in 2013.





Evanston - the Urban Campus

- The Autobarn Mazda

Purchased franchise 2000

Construction completed 2008

The #1 Selling New and Certified Previously Owned (CPO) Mazda dealership in Chicagoland for 2010, 2011, 2012 and 2013

- The Autobarn Nissan

Property and franchise purchased 2005

Major NREDI remodeling completed 2010

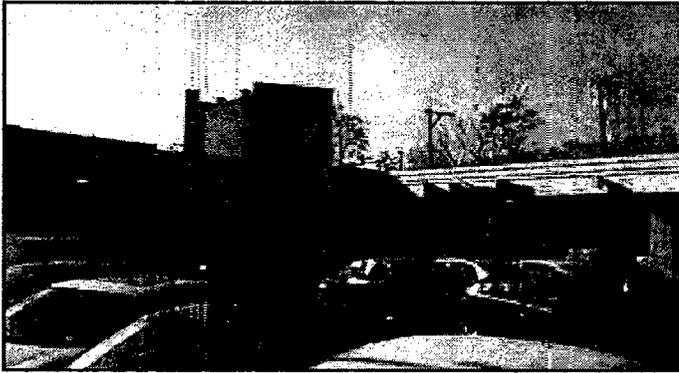
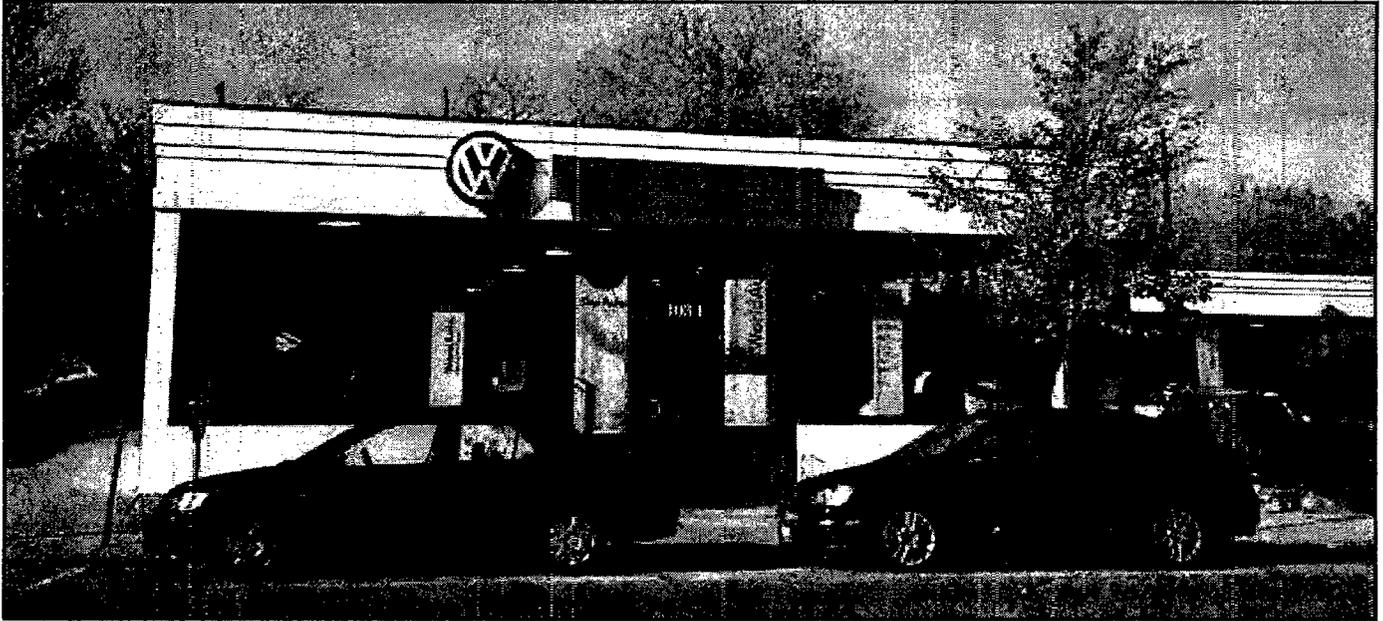
Pre-Owned sales facility completed 2013

New vehicles sales +26% 2012-2013

Pre-Owned sales +57% 2012-2013

The #1 selling Nissan LEAF dealership in the Chicago land area





The Autobarn Evanston Urban Campus - A Free-Standing Dealership

The Autobarn Evanston Urban Campus is six square blocks almost entirely devoted to new car dealerships and stands alone as the only auto dealer in the township. We have 6 acres and 3 new car dealerships within the Campus and we are in the process of reworking our existing campus which will leave us with an open 10,000 square foot facility. This facility can easily be retrofitted with your corporate showroom design and be developed into a flagship FIAT dealership.

At this time the property consists of

- 25 car showroom with 75 car outdoor display
- Onsite parts & service department immediately across the street
- State of the art customer lounge, business center and boutique



Expansion: 222 Hartrey Avenue

Existing Building

The existing building is a one-story brick building with a two story partial section on the west of a total of approximately 121,000 square feet. The building previously housed office and light manufacturing and is currently vacant.

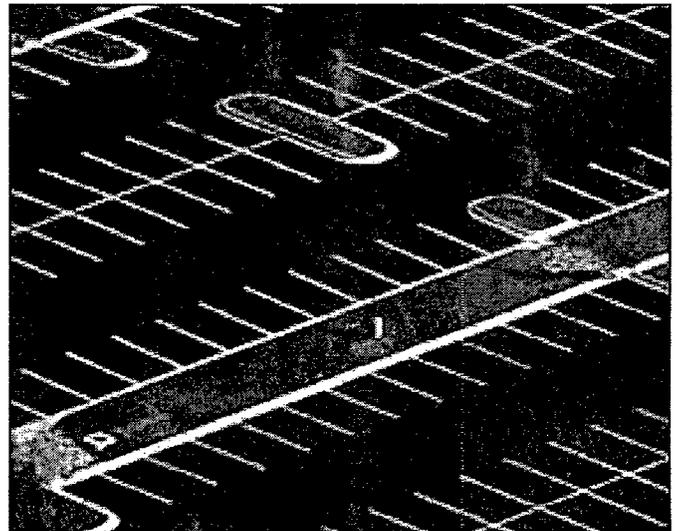
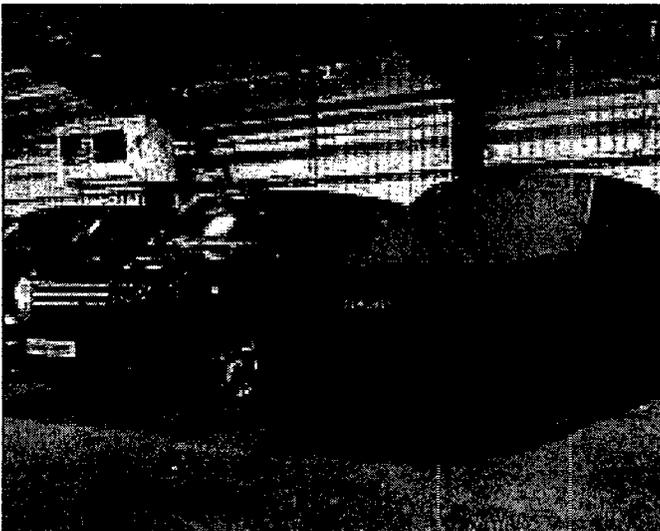
The total site area is approximately 270 thousand square feet, approximately 100,000 of which is building coverage. Ninety degree parking is located on the south along the length of the building with the exception of the loading dock at the west end. The majority of the parking lot to the west of the building is asphalt and in need of repaving. A landscaped area faces Hartrey Avenue to the east.

Site Improvements

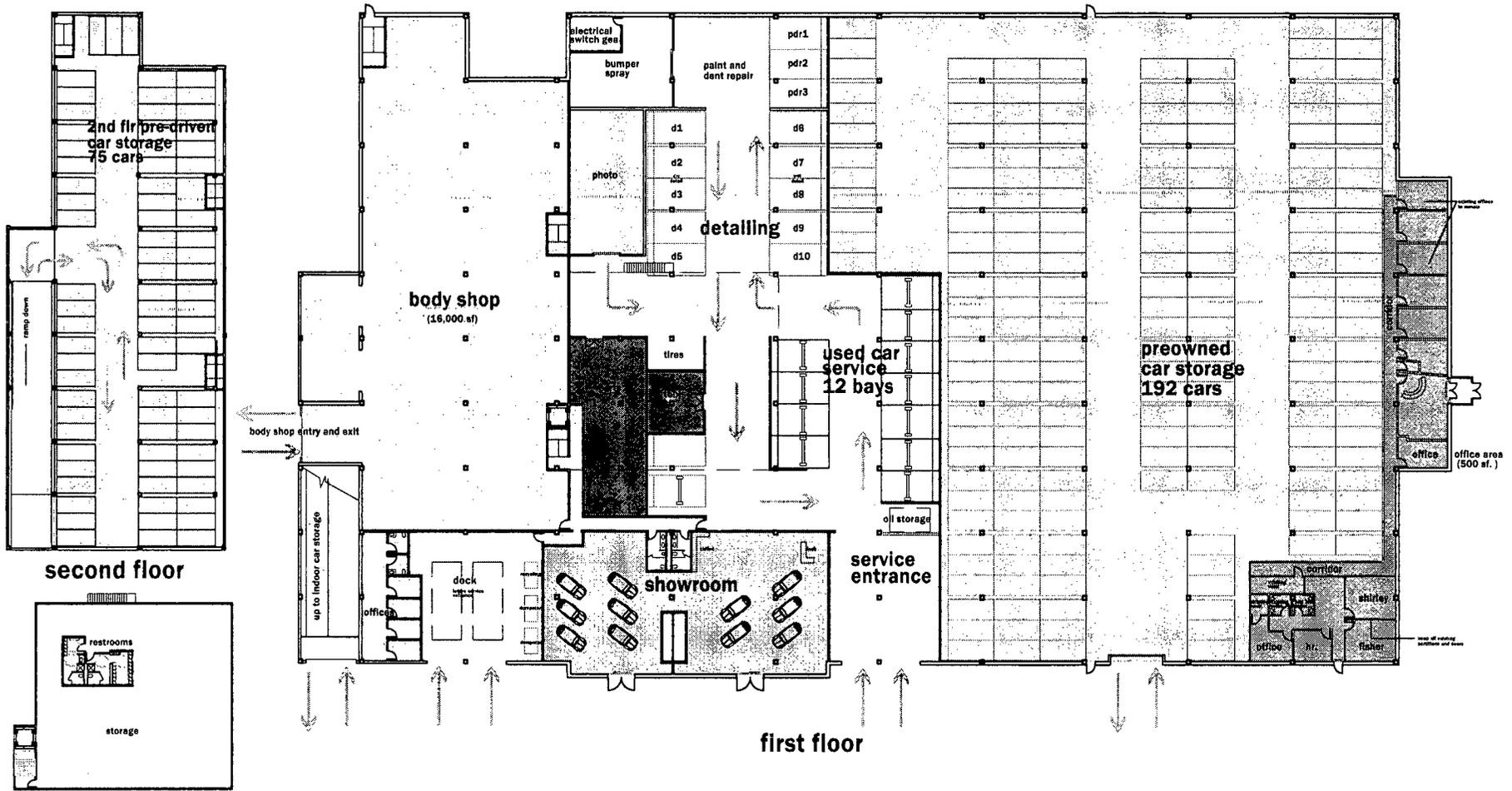
Site improvements will include resurfacing of the parking lots, installation of security fencing and automatic gates and installation of new security lighting as well as building exterior lighting for accents and security. Some of the existing catch basins will require rebuilding of the rims. Some entry sidewalk paving replacement is anticipated along with customer entrance improvements and code required accessibility provisions.

The main parking area will be for storage to accommodate approximately 500 new cars. This area will include landscaped islands as well as a landscaped perimeter, providing partial visual screening from the street. New high pole mounted LED fixtures will provide efficient security lighting and will employ cutoffs as necessary to prevent off-site light bleeding and glare.

Existing landscaped areas near the entry and facing the residential area to the East will be upgraded along with the planting areas at the parking area along the south elevation of the building.



Expansion: 222 Hartrey Avenue



program drawing

2013.12.05 A

Expansion: 222 Hartrey Avenue

Core and Service Spaces

The existing main mechanical room is the location of existing incoming services and will be utilized for new mechanical and electrical equipment and/or existing equipment that will be reused.

The existing building is fully sprinklered and this system will only be altered as required for head relocations. All services throughout the building, which are not to be reused, are to be abandoned and removed.

The existing stairs to the second floor are in good condition and anticipated to require only cleaning and painting.

The existing elevator to the second floor and mezzanine is outdated and will be replaced with a new 4000 lb. holeless hydraulic for moving supplies between the ground floor and the mezzanine and for general personnel access.

The dock currently has two 50 foot bays to accommodate long trucks. As the automotive dealer use does not utilize the type of delivery and shipping needs of the industrial uses anticipated for this existing building and the underlying zoning, The Autobarn will be proposing to re-use this loading dock area as the Entrance and Write-up area to the Collision Repair center.

COLLISION REPAIR CENTER

The western most section of the ground floor, approximately 20,000 sf, will be devoted to the establishment of The Autobarn Evanston Collision Repair Center. This will be a fully equipped center with state-of-the-art equipment throughout, and will be Audi and Volkswagen Certified. This is a recent development on our part; we previously had felt it more likely that we would lease this space to an independent Body Shop. We will now make every effort to establish this new business for our customer base and Evanston residents - remaining the creation of approximately 15 new Evanston jobs. Details on the equipment required and the exact layout of the space will follow; Collision Repair Center layout is usually handled by firms specializing in this area.



evanston
richard fisher dealerships

Expansion: 222 Hartrey Avenue

VEHICLE STORAGE & DISPLAY: INTERIOR AND EXTERIOR

Interior Parking

Approximately 70% (85,000 SF) of the building will be devoted to pre-owned car storage. 65,000 SF on the first floor will house approximately 240 cars and an additional 75 cars will be housed on the 19,000 SF second floor. The new two-way ramp to the second floor will be constructed on the west end of the building for access to this level.

Ceilings will be open existing construction with all new lighting. It is anticipated that the addition of skylights coupled with day lighting controls in accordance with the IECC will provide efficient and effective lighting. Floors will be elastomeric traffic topping or sealed concrete.

Exterior Parking

The main parking area will be for storage to accommodate approximately 500 new cars. This area will include landscaped islands as well as a landscaped perimeter, providing partial visual screening from the streets.

CONSOLIDATION OF DETAILING DEPARTMENT

Approximately 9,600 SF will be devoted to consolidation of the Autobarn automotive repair, detailing and mechanical inspections. These spaces will be located in the south-center section of the ground floor and will include:

- Ten Detail bays
- Six paintless dent repair bays
- Twelve Mechanical bays

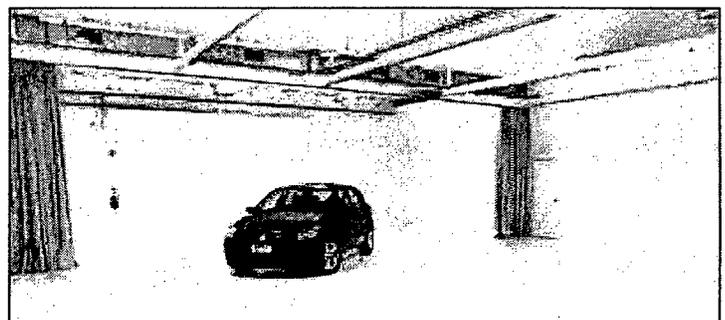
Generally these will have similar finishes to the vehicular storage areas, but will incorporate structural foundations as required for lifts; power, water, air and ventilation requirements for the specific program services, and task appropriate lighting.

Parts and equipment storage for the repair and detailing will be accommodated on the 6000 SF mezzanine level space above this area.

Servicing both the vehicle storage and the repair and detailing operations will be an in-house car wash, operated with reclaimed rainwater.

PHOTO STUDIO

Included with the repair and detailing area will be a photo shoot facility. This high 1500 sf space will be sparse and flexible with specialty lighting for high quality photography sessions.





The Autobarn Evanston Urban Campus

The Autobarn Evanston Urban Campus is six square blocks almost entirely devoted to new car dealerships and stands alone as the only auto dealer in the township.

1015 Chicago Avenue ■ Evanston, IL 60202



evanston
richard fisher dealerships