Public Comment 11.m.

HB Kiwanis Holiday Tree Lot Gross Sales vs. Net Profit 5 year Overview

YEAR	% NET PROFIT	GROSS SALES	NET INCOME	DIFFERENTIAL from PREVIOUS YEAR
2019	22.92%	\$309,677.29	\$70,946.18	N/A
2020	22.13%	\$325,924.51	\$72,142.63	+\$1,196.45
2021	15.66%	\$351,941.60	\$55,118.79	-\$17,023.84
2022	16.53%	\$352,650.08	\$58,307.43	-\$3,188.64
2023	16.37%	\$340,707.43	\$55,756.53	-\$2,550.90
2024	12.51%	\$314.567.41	\$39,355.01	-\$15,854.03

Our net usable profit has deceased \$31,591.17 in the last 5 years

or terminated as provided herein. The license for the use of the east lawn shall be effective solely during the following periods of time:

- November 12, 2025 December 31, 2025;
- November 12, 2026 December 31, 2026; and
- November 12, 2027 December 31, 2027.

Licensee shall annually inform the City of its intent to conduct the event, including confirmation of event dates, event times, and set-up and cleanup schedule, no later than thirty (30) days prior to October 1. The license for the partial use of the storage unit shall be year-round. This Agreement may be extended upon request by Kiwanis for two additional one-year terms in the exclusive discretion of the City.

- 3. Termination/Revocation. This is a revocable license and may be revoked by the City at any time, with or without cause, in the City's sole discretion, upon giving Licensee thirty (30) days' advance written notice of revocation. Licensee expressly acknowledges that the City's plans for and/or use of the licensed area and storage unit may change at any time in a manner inconsistent with this license and that Licensee has no permanent right to the continued use of the licensed area and storage unit, nor does this license give rise to any such right, title or interest in the licensed area or the Property. In the event of revocation during Licensee's use of the licensed area, Licensee shall remove all of its improvements, equipment and personal property from the licensed area and restore the licensed area as provided in Paragraph 6 herein.
- 4. Fee. In consideration of its use of the licensed area as provided herein, Licensee shall pay to City a nonrefundable annual license fee in the amount of \$5,000.00 for each year this license is in effect. Payment shall be made to the City in a lump sum no later than 30 days following expiration of each annual license period, as described in Section 2. In consideration of its use of the storage unit, Licensee shall pay to City the fixed sum of \$225 per month. Licensee may pay the license fee in a lump sum (\$2,700) in advance or on a monthly basis. Additionally, any costs associated with the restoration of premises, as indicated in Section 9 in this agreement, shall be the responsibility of the Licensee.
- 5. <u>Use of Licensed Area and Storage Unit.</u> Licensee shall use the licensed area exclusively as a holiday tree lot and for no other purpose (the "Event"). Licensee shall arrange its improvements in